

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

December 12, 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; a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity of a Successor Agency, and the Banning Housing Authority; 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 – Merle Malland, Police Chaplain
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Franklin, Peterson, Welch, Mayor Moyer

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

II. REPORT ON CLOSED SESSION

III. PRESENTATION TO OUTGOING MAYOR

- by Interim City Manager

IV. REORGANIZATION OF CITY COUNCIL

1. City Council Reorganization 1
Recommendation: **The City Council choose one of its members as Mayor and another as Mayor Pro Tem.**

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.

RECONVENE REGULAR CITY COUNCIL MEETING

V. PRESENTATIONS

- 1. Stagecoach Days Queens (Amy Pippenger)..... ORAL
- 2. Innovative Federal Strategies (Leticia White)..... ORAL
- 3. Recycling All Stars (Waste Management)..... ORAL

VI. 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.

CORRESPONDENCE

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

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

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

VII. 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 6: 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 – 11/14/17 (Closed Session)..... 7
- 2. Approval of Minutes – Regular Meeting – 11/14/17 (Regular Meeting) 9
- 3. Approval of Accounts Payable and Payroll Warrants (October 2017) 61
- 4. Resolution 2017-108, Rejecting All Bids for Project No. 2017-01, Community Center and Senior Center Tenant Improvements.....99
- 5. Resolution 2017-120, Initiating the Proceedings to Vacate 25 Feet of Public Right-of-Way Fronting 1233 East Ramsey Street.....111
- 6. Resolution 2017-117, Approving a License Agreement with Long Ear Donkey Rescue for Use of Grounds Located at 2242 E. Charles St.....121

- Open Consent Items for Public Comments
- Make Motion

VIII. REPORTS OF OFFICERS

1. Resolution 2017-116, Amending the Support Services Agreement with Planetbids, Inc. for Additional Procurement Management Software Solution User Licenses..... 139
(Staff Report – Jennifer McCoy, Purchasing Manager)
Recommendation: **Adopt Resolution 2017-116; 1) Amending the Support Services Agreement with Planetbids, Inc. of Woodland Hills, California, for a three (3) year term, with the option to renew for two additional years, to add one (1) Vendor and Bid Management License; and up to 50 user Read Only Licenses to the e-Procurement Management Software Solution in an amount not to exceed \$22,125 over the contract term to be paid annually in the amount of \$7,375. 2) Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the agreement. 3) Authorizing the Interim City Manager to execute Amendment No. 1 to the Support Services Agreement and subsequent renewals with Planetbids, Inc. of Woodland Hills, California, in an amount of \$22,125.**

2. Resolution 2017-110, Approving Amendment #1 to Professional Services Agreement with Capital Realty Analysts 171
(Staff Report – Ted Shove, Economic Development Manager)
Recommendation: **Adopt Resolution 2017-110; 1) Approving Amendment #1 to Agreement for Real Estate Appraisal Services through June 30, 2018. 2) Authorizing the City Manager to execute the First Amendment with Capital Realty Analysts on the form that is approved by the City Attorney. 3) Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations for Fiscal Year 2018.**

3. Resolution 2017-114, Purchase and Sale and Escrow Instructions Agreement for 270 W. Ramsey Street..... 197
(Staff Report – Ted Shove, Economic Development Manager)
Recommendation: **Adopt Resolution 2017-114, approving the Purchase and Sale and Escrow Instructions Agreement for 270 W. Ramsey Street.**

4. Resolution 2017-113, Awarding a Construction Agreement to Econo Fence, Inc. for Project No. 2017-14, Lions Park Ballfield Fencing, in the Amount of \$53,145 Plus 10% Contingency for a Total Project Budget of \$58,459.50 and Rejecting All Other Bids..... 217
(Staff Report – Art Vela, Public Works Director)
Recommendation: **Adopt Resolution 2017-113; 1) Awarding a construction agreement to Econo Fence, Inc., of Riverside California,**

for Project No. 2017-114, Lions Park Ballfield Fencing, in an amount of \$53,145 plus a 10% contingency for a total project budget of \$58,459.50 and rejecting all other bids. 2) Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations, and transfers related to the Construction Agreement within the 10% contingency. 3) Authorizing the Interim City Manager or his designee to execute the Construction Agreement.

5. Resolution 2017-115, Approving the Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) in the Amount of \$2,000,000 for the First Phase of the Highland Springs Avenue/I-10 Interchange Improvement (Joshua Palmer Way Realignment) 283
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-115, approving the TUMF reimbursement agreement with WRCOG in the amount of \$2,000,000 for the first phase of the Highland Springs Avenue/I-10 Interchange Improvement (Joshua Palmer Way Realignment) and authorize the Interim City Manager to sign the agreement on behalf of the City.**

6. Resolution 2017-118, Approving the Banning Municipal Airport’s Airport Capital Improvement Plan (ACIP) for 2019-2023 315
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-118, approving the five year (2019-2023) ACIP and direct staff to submit the ACIP to the Federal Aviation Administration (FAA).**

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

Roll Call: Board Members Andrade, Franklin, Peterson, Welch, Chairman Moyer

I. REPORTS OF OFFICERS

1. Resolution 2017-119 AND 2017-21UA, Approving an Amendment to the Fiscal Year 2017-2018 Budget to Include Certain Necessary Adjustments and to the Fiscal Year 2017-2018 Budget for Encumbrance Carryovers and Continuing Appropriations of Unexpended Fiscal Year 2016-2017
Appropriation 323
(Staff Report – Rochelle Clayton, Deputy City Manager)
Recommendation: **Adopt Resolution 2017-119 and 2017-21UA; 1) Approving an amendment to the Fiscal Year 2017-18 Budget to include certain necessary adjustments to the Fiscal Year 2017-18 Budget for Encumbrance Carryovers and Continuing Appropriations of unexpended Fiscal Year 2016-17 appropriations. 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations, and transfers.**

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

Roll Call: Board Members Andrade, Franklin, Peterson, Welch, Chairman Moyer

II. 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 1: Items ____, ____, ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the City Council.*

1. Resolution 2017-20 UA, Approving an Amendment to the Agreement with Albert A. Webb Associates for Water Canyon Main Replacement Design (Phase 1), Extending the Term for an Additional Year...refer to page...105

III. REPORTS OF OFFICERS

1. Resolution 2017-19 UA, Approving the Submittal of an Amended Water Order to the San Gorgonio Pass Water Agency Reducing the 2018 Imported Water Order from 1,000 Acre Feet to 500 Acre Feet..... 357
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-19 UA; approving the submittal of an amended water order to the San Gorgonio Pass Water Agency (SGPWA) reducing the 2018 imported water order from 1,000 acre feet to 500 acre feet.**

BUA ADJOURNMENT – Next regular meeting: Tuesday, January 9, 2018.

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

I. REPORTS OF OFFICERS

1. Resolution 2017-03 SA, Approving Termination of Regulatory Agreement for Marshall Nickles and Marlene Tatum 363
(Staff Report – Ted Shove, Economic Development Manager)
Recommendation: **Consider adopting Resolution 2017-03 SA; 1) Approving termination of Regulatory Agreement, and 2) Cancellation of Promissory Note and Forgiveness of Loan.**

Adjourn Joint Meeting and reconvene the regular City Council Meeting.

IX. 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. Ordinance 1517, an Urgency Ordinance of the City of Banning Reauthorizing the City’s Public, Educational, and Governmental Access Support Fee 445
(Staff Report – Philip Southard, Public Information Officer)
Recommendation: **Ordinance 1517 be adopted.**

Mayor asks the City Clerk to read the title of Ordinance 1517

“An Urgency Ordinance of the City of Banning Reauthorizing the City’s Public, Educational, and Governmental Access Support Fee”

Motion: I move to waive further reading of Ordinance 1517
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1517 be adopted.

2. Ordinance 1519, an Ordinance of the City of Banning Reauthorizing the City's Public, Educational, and Governmental Access Support Fee 453
(Staff Report – Philip Southard, Public Information Officer)

Recommendation: **Ordinance 1519 pass its first reading.**

Mayor asks the City Clerk to read the title of Ordinance 1519

“An Ordinance of the City of Banning Reauthorizing the City's Public, Educational, and Governmental Access Support Fee”

Motion: I move to waive further reading of Ordinance 1519
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1519 pass its first reading.

BANNING FINANCING AUTHORITY (BFA) - no meeting

X. 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

XI. 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.



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL
FROM: Alejandro Diaz, Interim City Manager
PREPARED BY: Sonja De La Fuente, Deputy City Clerk
MEETING DATE: December 12, 2017
SUBJECT: Discuss and Consider City Council Reorganization

RECOMMENDATION:

That the City Council choose one of its members as Mayor and another of its members as Mayor Pro Tem.

BACKGROUND:

According to Chapter 2.04, Section 2.04.070 (A. 2.) of the Banning Municipal Code, the City Council shall choose one of its members as Mayor and one of its member as Mayor Pro Tem every year at the meeting at which the declaration of the municipal elections results and the installation of the newly elected officers is made pursuant to Sections 10262 and 10264 of the California Elections Code, following the declaration of the election results. Additionally, in the intervening years, the organizational meeting shall be held at the first meeting in December. The term of service for both Mayor and Mayor Pro Tem shall be for a period of one year from date of appointment or until their successor is appointed. No person may become Mayor or Mayor Pro Tem unless a majority of the Council votes to approve the action. Section 2.04.070 (A. 3.) of the Banning Municipal Code states that the Mayor shall serve as the Chair of the Successor Agency to the former Community Redevelopment Agency and as Chair to the Housing Authority. The Mayor Pro Tem shall serve as the Vice Chair of the Successor Agency to the former Community Redevelopment Agency and as Vice Chair to the Housing Authority.

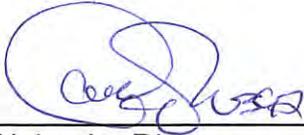
FISCAL IMPACT:

None

ATTACHMENTS:

1. Format for Election of Mayor and Mayor Pro Tem

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

***Format for the Election of
the Mayor and Mayor Pro Tem***

Format for Election of Mayor

CITY CLERK: **Nominations for the office of Mayor are now in order and a second to the nomination is not required.**

(At this time Council Members will nominate the person of their choice)

- 1) _____
- 2) _____
- 3) _____
- 4) _____

CITY CLERK: **Are there any further nominations? If not, I will entertain a motion that nominations be closed.**

(Motion _____ Is there a second? _____
All those in favor say Aye, Those opposed No.

CITY CLERK: **I will take a roll call vote and please signify your choice of Mayor when your name is called. The roll call will be in alphabetical order.**

ROLL CALL VOTE: **Councilmember Andrade** _____
 Councilmember Franklin _____
 Councilmember Moyer _____
 Councilmember Peterson _____
 Councilmember Welch _____

CITY CLERK: **The vote is in favor of _____
for Mayor for a term of one year.**

Format for Election of Mayor Pro Tem:

CITY CLERK: **Nominations for the office of Mayor Pro Tem are now in order and a second to the nomination is not required.**

(At this time Councilmembers will nominate the person of their choice)

- 1) _____
- 2) _____
- 3) _____
- 4) _____

CITY CLERK: **Are there any further nominations? If not, I will entertain a motion that nominations be closed.**

(Motion _____ Is there a second? _____
All those in favor say Aye, Those opposed No.

CITY CLERK: **I will take a roll call vote and please signify your choice of Mayor Pro Tem when your name is called. The roll call will be in alphabetical order.**

ROLL CALL VOTE:Councilmember Andrade _____
 Councilmember Franklin _____
 Councilmember Moyer _____
 Councilmember Peterson _____
 Councilmember Welch _____

CITY CLERK: **The vote is in favor of _____
for Mayor Pro Tem for a term of one year.**

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A special meeting of the Banning City Council was called to order by Mayor Moyer on November 14, 2017, at 3:30 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: Alejandro Diaz, Interim City Manager
 Kevin Ennis, City Attorney
 Rochelle Clayton, Deputy City Manager
 Art Vela, Public Works Director
 Ted Shove, Economic Development Manager
 Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

Motion Peterson/Moyer to add Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: general vicinity of Highland Springs/Joshua Palmer. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Alex Garcia; Under Negotiation: Price and Terms. Motion carried, 5-0.

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

City Attorney Kevin Ennis listed the items on the closed session agenda, which included: 1) Conference with Legal Counsel – Potential Litigation pursuant to Government Code Section 54956.9(d)(4). Number of cases: One (the Flume). 2) 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. 3) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: APN: 532-110-004, 532-120-001, 002, 004, 008-012, 018-020, 532-140-002, 004, 541-170-019-021, located in the general vicinity of Ramsey and Hathaway Streets. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Louis S. Lopez, Krystal P. Cruz, Humberto Ramirez, The Shan Liang, James Burgess Fall Jr & Betty Fall, Terra Firma

Ents, LLC, Frank J. & Lorna D. Burgess, Frank Burgess, Raymond Ngoc & Lucy Nguyen Huynh, Fountain of Life Temple Church of God in Christ, and Jen Huang; Under Negotiation: Price and Terms. 4) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: APN: 532-130-012, 532-130-018, and 532-130-011, Banning Municipal Airport. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Robert Ardolino, BRAD Partners, LLC.; Under Negotiation: Price and Terms. 5) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: APN: 540-204-008, located in the general vicinity of the southwest corner of Ramsey Street and San Gorgonio Avenue (33 S. San Gorgonio Avenue). City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Ed Parker; Under Negotiation: Price and Terms. Council Member Peterson recused himself from discussion due to potential conflict of interest. Direction was given to the Real Property Negotiators. 6) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: general vicinity of Highland Springs and Joshua Palmer. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Alex Garcia; Under Negotiation: Price and Terms.

The Meeting went into closed session at 3:35 p.m. and reconvened to open session at 4:52 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:52 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

A regular meeting of the Banning City Council was called to order by Mayor Moyer on November 14, 2017, at 5:02 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Council Member Andrade
Council Member Franklin
Council Member Peterson
Council Member Welch
Mayor Moyer

OTHERS PRESENT: Alejandro Diaz, Interim City Manager
Kevin Ennis, City Attorney
Rochelle Clayton, Deputy City Manager
Heidi Meraz, Community Services Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director
Stephen Badgett, Interim Electric Utility Director
Tim Chavez, Fire Battalion Chief
Phil Holder, Police Captain
Robert Meteau, Human Resources Manager
Ted Shove, Economic Development Manager
Jim Steffens, Power Resources & Revenue Admin.
Philip Southard, Public Information Officer
Marie Calderon, City Clerk
Sonja De La Fuente, Deputy City Clerk
Leila Lopez, Office Specialist

The Invocation was given by Jim Price from the Church of Jesus Christ of Latter-Day Saints. Mayor Moyer asked for a moment of silence following the Pledge of Allegiance. Council Member Welch led the audience in the Pledge of Allegiance to the Flag.

PRESENTATION

Mayor Moyer presented a Proclamation to Michelle Green, former Finance Manager for the City of Banning, highlighting her career and education and thanking her for her 27 years of service to the City of Banning.

REPORT ON CLOSED SESSION

City Attorney Ennis indicated there were five items on the Closed Session Agenda, which include the following : 1) Conference with Legal Counsel – Potential Litigation pursuant to Government Code Section 54956.9(d)(4). Number of cases: One (the Flume). There was no reportable action. 2) 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 Labor Negotiator. 3) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: APN: 532-110-004, 532-120-001, 002, 004, 008-012, 018-020, 532-140-002, 004, 541-170-019-021, located in the general vicinity of Ramsey and Hathaway Streets. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Louis S. Lopez, Krystal P. Cruz, Humberto Ramirez, The Shan Liang, James Burgess Fall Jr & Betty Fall, Terra Firma Ents, LLC, Frank J. & Lorna D. Burgess, Frank Burgess, Raymond Ngoc & Lucy Nguyen Huynh, Fountain of Life Temple Church of God in Christ, and Jen Huang; Under Negotiation: Price and Terms. Direction was given to the Real Property Negotiators. 4) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: APN: 532-130-012, 532-130-018, and 532-130-011, Banning Municipal Airport. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Robert Ardolino, BRAD Partners, LLC.; Under Negotiation: Price and Terms. Direction was given to the Real Property Negotiators. 5) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: APN: 540-204-008, located in the general vicinity of the southwest corner of Ramsey Street and San Gorgonio Avenue (33 S. San Gorgonio Avenue). City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Ed Parker; Under Negotiation: Price and Terms. Council Member Peterson recused himself from discussion due to potential conflict of interest. Direction was given to the Real Property Negotiators. 6) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8: Property description: Highland Springs and Joshua Palmer. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Alex Garcia; Under Negotiation: Price and Terms. Direction was given to Real Property Negotiators.

PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

PUBLIC COMMENTS

Ellen Carr, on behalf of Tender Loving Critters, informed the Council and public that the Animal Action League was here on November 7th and 8th and had a very successful spay and neuter clinic. They will return in December on the 14th and 15th at Repplier Park between the Aquatic Center and the Skate Park. Appointments can be made by calling (760) 366-1100.

Tender Loving Critters will be holding their fundraiser on December 6th, 7th, and 8th. Bring your fur children or any family members for pictures with Santa. On the 6th and 7th it will be from 10:00 a.m. until 4:00 p.m. on the 8th it will be from 6:00 p.m. until 8:30 p.m. It will be held at Four Paws Inn. A \$10 donation is requested.

She also advised of the Council and public of a telephone scammer calling local residents and businesses posing as the City's electric department advising people they are late on their utility payments and demanding payment. She reported it to the police.

Interim City Manager Diaz advised that the City is aware of the scam and Deputy City Manager Clayton informed the Council and Public about what the City is doing to rectify the situation.

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

Jerry Westholder congratulated the Marines on 248 years of service and thanked Council Members Welch and Peterson for their service. He explained that he is concerned with the Electric Department shutting off service to residents who are late paying their bill. He feels a forensic audit of the Utility is needed.

Colleen Wallace mentioned that there are services available for those on a fixed income to assist in paying their utility bills. She also expressed concern with the negative letters to the newspaper regarding Council Members, as she would like to see Banning move forward. Finally, she shared that she met with some construction business people and showed them the plans for the proposed houses on Wilson and Florida. She said they felt nothing was wrong with the plans that were presented at a recent City Council Meeting.

Seeing no further comments, Mayor Moyer closed public comment.

CORRESPONDENCE

The Deputy City Clerk read correspondence from Fred Sakurai (Exhibit "B") and Lynn Hammer (Exhibit "C").

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

ANNOUNCEMENTS & REPORTS

Council Member Andrade explained that she currently serves on two committees for the City. One is the Downtown Ad Hoc Committee and the other is the Healthy City Committee. She was not able to attend the last meeting and apologized for not being able to attend. She recently had a meeting with a couple of residents from Banning and they recommended a report from the committees should be included in the Agenda packet so everyone can be informed.

Council Member Franklin reported on the following:

- The Healthy Cities Committee met and plan to bring forward some written ideas in January regarding community outreach goals and how to accomplish them.
- The Downtown Ad-Hoc Committee toured the downtown area and will bring forward ideas to the Council and the public.
- She attended the WRCOG (Western Riverside Council of Governments) Meeting this past week and shared some things that affect the City of Banning.
 - In regard to the PACE program (aka HERO - Home Energy Renovation Opportunity), 261 homes have been improved, 568 approved for improvements, and a total of 867 applications received. This has resulted in \$4.6 million in energy savings. Also, two new PACE providers have been approved.
 - They also approved the TUMF (Transportation Uniform Mitigation Fee) Reimbursement Agreement with Beaumont, resulting in \$2 million to use toward the I-10/Highland Springs Interchange.
 - SCAG (Southern California Association of Governments) has started the next round of the Regional Transportation Plan and Sustainable Communities Strategy (RTPSCS) and Regional Housing Needs Assessment (RHNA). They will be working in 2018 for the 2020 Report. They will offer an intern for up to two weeks to the local jurisdictions to assist in accomplishing the task of gathering the required information.
 - The City has applied for the Grant Writing Program that is available to local jurisdictions.
 - Notes from the WRCOG Meetings will be provided to the Council.
 - An update was received on the happenings at Morongo.
 - The Riverside County Transportation Commission (RCTC) approved Beaumont receiving Measure 'A' money.
- There will be work at I-15/I-91, so check for construction delays if traveling in that area.
- Caltrans will be hosting an SB1 Partnership Forum on November 30th that is open to anyone.
- The Water Alliance met last month and discussed the Groundwater Sustainability Act. The group decided they would like to discuss dealing with water costs. The next meeting is on January 24th and it is open to the public.
- She commended the Community Services staff on the Halloween Fest event held in the City of Banning.
- She attended a SCAG Economic Summit this past week and will provide information to staff and Council.

Council Member Peterson reported on the following:

- The Cannabis Ad Hoc Committee met yesterday and discussed HEMP. He shared that a local University is interested in producing HEMP in an agricultural way and extract oils for research. He explained that people cannot get high from HEMP. They will be doing some core sampling of the soil where they are looking to conduct this testing. They are also watching HR3530, Industrial Farming Act, which is an attempt

to remove HEMP from the same classification of Marijuana. There is no progress in regard to whether or not the City will change its ordinances as they pertain to dispensaries, cultivation, and the like.

Council Member Welch explained that the interest in HEMP is coming from higher education/university research.

Mayor Moyer reported on the following:

- The Public Works Ad Hoc Committee met and discussed the much needed CNG facility improvements, Airport Capital Improvement Projects, road infrastructure Capital Improvement Projects, and made several recommendations. Staff will bring those recommendations before the Council shortly.
- He, Council Member Andrade, and Council Member Franklin attended the League of California Cities Meeting in Norco where there was discussion about upcoming legislation and a presentation on the economic status of the Inland Empire. According to Dr. Thornton, the economic health of the Inland Empire is very good.

CITY ATTORNEY REPORT

City Attorney Ennis did not have anything to report.

CITY MANAGER REPORT

Interim City Manager Diaz asked Public Works Director Vela to update the public on a recent request from a member of the public regarding updated flood maps.

Director Vela informed the public that in regard to the flood insurance rate map revision, the Riverside County Flood Control completed improvements to the Gilman Home Creek Channel 4th/Ramsey to Wilson/12th. The Letter of Map Revision was submitted to FEMA and confirmation was just received that the maps have been revised and will become effective March 22, 2018. A copy of the map is available for the public to review at the Public Works counter at City Hall.

Manager Diaz shared that the City is working with the University of California Riverside on assessing the City's IT Division as recommended by the IT Ad Hoc Committee. Hopefully the recommendations received will help improve the media and website capabilities.

Finally, he informed the Council and public that the Shop with a Cop event will take place on December 9th at the City of Beaumont City Hall. This is the 10th anniversary of the event. Donations will be accepted at both the City of Banning and City of Beaumont Police Departments.

Council Member Andrade asked how children are selected. Manager Diaz explained that the core of the kids are selected from the Police Activities League (PAL) program based on grades, citizenship, and community service. The kids selected outside of the program are recommended based on need and similar qualifications as those selected from the PAL program.

CONSENT ITEMS

Mayor Moyer indicated that items 5, 6, 8, and 9 were being pulled for discussion.

1. Minutes – Special Meeting – 10/17/17 (Open House)

Recommendation: Approve the Minutes from the October 17, 2017 Special Meeting of the Banning City Council (Open House)

2. Minutes – Special Meeting – 10/24/17 (Joint Meeting)

Recommendation: Approve the Minutes from the October 24, 2017 Special Meeting of the Banning City Council, Planning Commission, and Parks & Recreation Commission (Joint Meeting)

3. Minutes – Special Meeting – 10/24/17 (Closed Session)

Recommendation: Approve the Minutes from the October 24, 2017 Special Meeting of the Banning City Council (Closed Session)

4. Minutes – Regular Meeting – 10/24/17

Recommendation: Approve the Minutes from the October 24, 2017 Regular Meeting of the Banning City Council

7. Receive and File list of Contracts Approved under the City Manager's Signature Authority

Recommendation: Receive and File

10. Resolution 2017-100 Amending Confidential Employees Resolution

Recommendation: Adopt Resolution 2017-100

Mayor Moyer opened items 1, 2, 3, 4, 7, and 10 for public comment. Seeing none, closed public comment.

Motion Welch/Andrade to approve Consent Items 1, 2, 3, 4, 7, and 10. Motion carried, 5-0.

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

Recommendation: Receive and File

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

Recommendation: Receive and File

Mayor Moyer stated that Consent Items 5 and 6 were pulled by staff and would not be discussed at this time.

8. Resolution 2017-101 Approving Maximum Compensation and Benefits for City Executive Department Director and City Manager Employment Contracts

Recommendation: Adopt Resolution 2017-101

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

Motion Peterson/Welch to approve only sections 1, 2, and 3 of Resolution 2017-101. Motion Moyer/Welch to amend the motion to include that sections 4-7 be brought back in a separate resolution.

Deputy City Manager Clayton explained that items 4-7 are in existing employment contracts with each of the directors and in the last resolution, except for the cash-out hours. Payroll staff requested the cash-out hours that is in the employment contracts be included in the resolution, therefore those sections were added to this resolution as a house-cleaning item.

Council Member Peterson explained that this is the first he has seen this.

Council Member Andrade asked for clarification that these items had already been approved and this was just for house-cleaning purposes to get everything into one document. Ms. Clayton confirmed.

Mayor Moyer explained that the Council was expecting sections 1-3, but did not know about sections 4-7 being brought back and included in this resolution.

Council Member Peterson mentioned that the Finance Ad Hoc Committee approved the \$20,000 increase and thought it was included in the budget approval. Ms. Clayton explained that it was not brought forward with the budget because the Finance Ad Hoc Committee met the day before that Council Meeting so it was not included in those

classification and compensation plan adjustments done during the mid-year budget adjustments. But, it was approved in closed session.

Mayor Moyer opened the item for public comment.

Don Smith thanked Council Member Andrade for recommending bringing reports from committee meetings forward to keep the public informed. This vote is a good example, as the public hears no reports from closed session except that no reportable action was taken. However, he is unclear as to why this entire item is not continued.

Seeing no further comments, closed public comment.

Motion carried 3-0, with Council Members Andrade and Franklin voting against.

Motion Peterson/Welch to approve only sections 1, 2, and 3 of Resolution 2017-101.

As required by law, Mayor Moyer read a statement regarding executive employee salary and benefit adjustments.

Motion carried 5-0.

9. Resolution 2017-80 Amending the City of Banning Classification and Compensation Plan

Recommendation: Adopt Resolution 2017-80

Deputy City Manager Clayton gave the staff report on this item as contained in the agenda packet.

Council Member Peterson expressed concern with regard to the paragraph in the Staff Report regarding the positions of Deputy Human Resources Director and Deputy Finance Director. He feels that those positions should not have been changed to begin with.

Mayor Moyer opened the item for public comment.

Rita Chapparosa informed the Council that she did not agree with the change that was made and that no changes were made to correct the situation after Mr. Rock left the City. She expressed that it was upsetting.

Seeing no further comment, Mayor Moyer closed public comment.

Motion Franklin/Andrade to approve Consent Item 9. Motion carried, 5-0.

REPORTS OF OFFICERS

1. Information Related to Staff Attendance at Western Riverside Council of Governments (WRCOG) Meetings

Interim City Manager Diaz gave the staff report as contained in the agenda packet.

The Mayor asked if the Council had any questions or comments.

Council Member Welch feels the City of Banning has a strong relationship with WRCOG that has given the City access to programs that may not otherwise be available and believes the cost to participate are offset by funds received for projects and programs.

Council Member Andrade asked about the Fellowship Program. Interim City Manager Diaz provided some details regarding the fellows that have been assigned to the City of Banning.

Council Member Peterson expressed his concern with the number of hours the various directors are spending at WRCOG Meetings during City hours. He asked if the Interim City Manager explained that he does feel it is important for the directors to be in the know, but understands his concern with staff being away during business hours.

Council Member Franklin explained that WRCOG works on programs that have been determined by the local agency members to be of importance to the region. She would prefer our city staff having input regarding the programs and projects.

Council Member Peterson asked Public Works Director Vela what he works on that relates specifically to the City of Banning. Director Vela explained that everything he works on with WRCOG is directly related to the City of Banning. For example he is currently working on the TUMF Reimbursement and Credit Agreement and he would like to review that and have some input.

The Mayor opened the item for public comment.

Jean Ensley Ross, resident of Beaumont, spoke against WRCOG. She doesn't feel they are held accountable and believes they are a part of Agenda 30, a socialist program.

Kelly Seyarto, elected official with the City of Murrieta, has been part of WRCOG for three decades and in 1990 hired Rick Bishop and gave him marching orders to make WRCOG into a truly regional representative. He advised that when staff attends WRCOG meetings they are working for the City and not WRCOG.

Rick Bishop, Executive Director from WRCOG, believes vetting by high level City staff is important to make appropriate recommendations for the member agencies. He shared that the City Manager's recommended the Fellowship program. He believes Art Vela's participation and the City's participation on the Public Works Committee has yielded \$123

million in future projects beneficial to the City of Banning. He clarified there is no mandate City staff participate in their committees, but believes it is beneficial.

Council Member Franklin asked what relationship WRCOG has to Caltrans. Mr. Bishop explained there is no relationship to Caltrans.

Chris Grey, Director of Transportation at WRCOG shared the value of having staff actively participate in WRCOG.

Council Member Franklin asked what projects are part of the \$123 million. Mr. Grey advised the Highland Springs/I-10 Interchange and interchanges in Calimesa and Beaumont, which benefit the area.

Jennifer Ward, Director of Government Relations at WRCOG outlined some benefits and assistance provided by WRCOG like the BEYOND Program, Fellowship Program, and Grant Writing Program, and sponsorships for City programs.

Paul Perkins, resident of Banning, shared a prepared statement with the Council (Exhibit "E").

Jerry Westholder, resident of Banning, does not believe WRCOG is in existence to benefit the City, only themselves.

Don Smith, resident of Banning, explained why WRCOG came into existence, which was to solve regional problems with transportation being at the top of the list. He believes staff involvement is to direct WRCOG and their priorities. The Multi Species Protection Act has helped many cities, including this one.

Val Westholder, resident of Banning, posed some questions regarding WRCOG. She would like to know if other cities have to go through WRCOG type programs and how much the CEO makes.

Council Member Franklin explained there are various Associations of Governments throughout the state. For example, San Bernardino Association of Governments and Coachella Valley Association of Governments.

Mike Rossiter, resident of Beaumont, has an issue with staff running WRCOG not elected officials. He wants to know who is responsible to the citizens.

Mayor Moyer reminded everyone this is not an item that is being voted on, it is an informational item only.

Seeing no further comments, Mayor Moyer closed public comment.

Council Member Welch believes those with longevity working with an agency like WRCOG understand their benefit.

Council Member Peterson explained that the intent of having this as an agenda item was to discuss City staff going to WRCOG during business hours. According to the data he has received, the City has paid \$6.2 million and received \$4.2 million. There was discussion regarding Measure A funds.

Mr. Bishop provided some background and explained that in November 2002 voters approved ½ cent sales tax. The TUMF program was under development. But, it had not been determined if the program would be administered by RCTC or WRCOG. It was determined WRCOG would administer the program.

Mr. Gray explained there are legally binding elements to the measure. The ballot measure, the ordinance brought forward by the County Board of Supervisors with an expenditure plan. The text is in the expenditure plan. Mr. Gray will provide this information to Council Member Peterson.

Council Member Franklin feels telling staff how to spend their time is micromanagement. Council Member Welch agreed.

Council Member Peterson believes it is fiscal responsibility. Mayor Moyer agreed.

The Mayor recessed the meeting at 7:43 p.m. for a short break. He reconvened the meeting at 7:53 p.m.

2. WRCOG HERO and Other Related Programs

Council Member Peterson shared two investigative news stories by video related to the HERO program. He also explained that he received emails that were form letter emails in support of the program, but questioned the validity as they came from an IP address belonging to Phone to Action. He expressed concern with WRCOG being associated with this program. He advised he would never recommend the HERO program to the residents of Banning and doesn't feel the City of Banning should recommend the program, as it is currently under investigation by the District Attorney.

The Mayor opened the item for public comment.

Paul Perkins referred to WRCOG's October 2nd Meeting Minutes. He expressed concern with how contracts are negotiated,

Jean Ensley Rossiter questioned the 261 homes improvements completed and would like to see a breakdown of what type of improvements were done specifically.

Casey Dailey, Director of Energy and Environmental Programs for WRCOG. He oversees the energy and environmental programs, including the (Property Assessed Clean Energy (PACE) Program. He provided information as to how the PACE program came about and what the goals of the program are. He explained that the City of Banning adopted a

Resolution on November 10, 2009, approving the PACE program to be offered to its residents.

Council Member Peterson expressed concern about the investigative reports he has seen and heard. He would like to know what will be done to clean this up.

Mr. Dailey explained that of the 77,000 projects, the percentage of seniors is similar to the actual population. WRCOG is now offering seven PACE providers, creating competition in the market.

Council Member Peterson asked how WRCOG benefits from the program.

Mr. Dailey explained there is a cost of issuance when the bond is issued and a small percentage goes back to WRCOG to administer the program.

Dustin Reilich, Senior Director of Market Development for Renovate America provided Council with a packet of information (Exhibit "F") that included a list of local contractors that have utilized the program in the City of Banning, however two of the contractors no longer qualify to participate in the program due to their contractor's license being suspended by the California State Licensing Board, an explanation to the news story on KTLA, a pamphlet showing PACE legislation that has gone through this last year. He confirmed that they reached out to residents of Banning who utilized the program and encouraged them to contact their local representative to let them know if they were happy. This is public/private partnership that is offered to the homeowners. In regard to investigations, he shared that Renovate America actually received an award from the FBI because they have 26 full time employees on staff that are ex-law enforcement and are able to assist with looking into contractors. They are not being investigated, the contractors are being investigated and they are assisting with the investigations.

Kelly Seyarto, City of Murrieta, shared that it is the duty of the elected officials to offer its constituents programs that improve their lives and to ensure that the program is run well and ensure issues are addressed responsibly.

Don Smith, resident of Banning, shared some stories of residents that utilized the program. He feels this is a last resort in obtaining these types of improvements. For example, someone may not have credit to obtain the funds needed. He has some concerns about the program and would recommend people look at all alternatives.

Jeremy Hutman with Renew Financial, which is the Administrator of the California First PACE Program overseen by WRCOG. He indicated that Renew Financial is the innovator of the PACE program. He shared that no individual City had put them through the vetting process like WRCOG did. He explained the RFP process. He said that they have a commitment to the consumer and that with recent legislation there is additional oversight in place. He is excited about where PACE is headed and happy to offer the program to the constituents.

Jerry Westholder, resident of Banning, asked why the program is endorsed on the City's website. It is not a government program and currently being investigated.

Janine Lee with Renovate America shared that it is her job to speak with customers who have utilized PACE. She provided some positive examples of customer satisfaction. She explained that she is aware of the questions raised and looked closely at the company she works for.

David Ellis, resident of Banning, asked how a developer benefits from a PACE program.

Mr. Dailey with WRCOG explained the program is only available to already constructed homes, so a developer would not benefit from the program.

Council Member Franklin shared that she invited Kelly Seyarto to come to the City Council Meeting to share his experience with the program and that her sister was one of the first residents to utilize the program. She does think there is a benefit to those that want to use the program.

Seeing no further comments, Mayor Moyer closed public comment.

3. 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

Council Member Peterson recused himself due to potential conflict of interest.

Economic Development Manager Ted Shove presented the staff report as provided in the agenda packet.

The Mayor opened the item for public comment.

Paul Perkins asked how much money has been spent out of the reimbursable funds and if we have the ability to get the money back.

\$3,000 has been spent on an appraisal with little to no legal services. The only other costs would be staff time, which has not yet been quantified. There was no retroactive clause for legal resources in the settlement.

Motion Andrade/Welch to approve draft language and release of RFP No. 17-098 - Regional Real Estate Brokerage Services to Sell/Develop Former Paseo. Motion carried, 4-0, with Council Member Peterson abstaining.

4. Resolution 2017-111 Authorizing Revenue Amendment from the General Fund to the Airport Enterprise Fund.

Economic Development Manager Ted Shove presented the staff report as provided in the agenda packet.

The Mayor opened the item for public comment. Seeing none, closed public comment.

Motion Peterson/Welch to 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. Motion carried, 5-0.

5. 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.

Power Resource & Revenue Administrator presented the staff report as provided in the agenda packet.

Council Member Peterson asked about the other dump that produces methane. Mr. Steffens isn't familiar with who owns the energy.

Mayor Moyer asked about the energy dissipating faster than anticipated and what the life of the energy is.

Mr. Steffens indicated 15 years from when signed.

The Mayor opened the item for public comment.

Paul Perkins feels this is a hazardous waste site and asked if it increases the liability to the City.

City Attorney Ennis explained this is acquiring energy from the gasses produced by a landfill, not disposing material in it, only generating energy from it.

Seeing no further comments, the Mayor closed public comment.

Council Member Franklin asked if this would be less costly than acquiring energy from somewhere else. She also asked if this counts toward our renewable energy portfolio.

Mr. Steffens confirmed that it would be, especially during specific hours. He also confirmed that it does count toward our renewable energy portfolio.

Council Member Peterson asked if it would be better to buy solar or stay with this.

Mr. Steffens indicated that the value of solar is dropping because energy that is needed is between 5:00 p.m. and 9:00 p.m. when solar isn't available.

Motion Peterson/Welch to 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. Motion carried, 5-0.

6. Resolution 2017-106 Approving the Second Amendment to the Agreement for Consultant Services with Leidos Engineering, LLC.

Interim Electric Utility Director Stephen Badgett provided the staff report as contained in the agenda packet along with a PowerPoint presentation (Exhibit "H").

Council Member Franklin asked if the contract was being reduced and in the extension the balance of the contract would be used. Mr. Badgett confirmed.

The Mayor opened the item for public comment. Seeing none, closed public comment.

Motion Welch/Peterson to adopt Resolution 2017-106; 1) approving the Second Amendment to the Consultant 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 April 2019 . Motion carried, 5-0.

7. 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.

Public Works Director Art Vela provided the staff report as contained in the agenda packet. He explained that since the staff report was written, funds have been identified and reprogrammed from Transit's STA funds in the amount of \$308,000 as matching funds.

Council Member Franklin informed the public CNG is mainly used for the City's busses and asked what our Transit division would do if the CNG facility was not available.

Director Vela explained that they would need to travel to Hemet, Redlands, or Palm Desert to fill up.

Council Member Franklin asked what the timeline is for finding out about the grant.

Director Vela believes within the next several months.

The Mayor opened the item for public comment.

Paul Perkins asked about the natural gas being available to the public.

Mayor Moyer explained that due to the condition of the facility at this time it is unavailable to the public at this time.

Mr. Perkins suggested WRCOG fund something like this with their transportation funds.

Motion Welch/Peterson to adopt Resolution 2017-109; 1) authorizing the submittal of a MRC Clean Transportation Natural Gas Infrastructure grant application 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 grant funds. Motion carried, 5-0.

PUBLIC HEARING

1. 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).

Community Development Director Patty Nevins gave the staff report as contained in the agenda packet.

Council Member Peterson asked if this was Messenger's property. Director Nevins confirmed that it is.

The Mayor opened the public hearing for comments from the public.

Scott Heldenbrand with Albert A. Webb and Associates spoke on behalf of the applicant. He thanked City staff and advised that he supports the recommendation.

Mayor Moyer asked when they plan to move forward.

Mr. Heldenbrand is in the process of wrapping up environmental studies and looking to bring the project before planning commission and council during the first or second quarter of next year.

Council Member Andrade asked if they would be asking for another extension in 12 months or moving forward.

Mr. Heldenbrand explained certain off-site improvements need to be completed and they should be bringing forward the final map for approval in the next 12 months. A building would begin construction once a tenant is secured.

Council Member Andrade expressed concern with how long they have had the property with nothing being done.

Mr. Heldenbrand explained that in order to move the project forward they need to go through the environmental review process again. It is a long process, but required.

Seeing no further comments, the Mayor closed the public hearing.

Motion Peterson/Welch to adopt Resolution 2017-107 approving a twelve 12 month extension of time for Tentative Parcel Map 34335. Motion carried, 5-0.

2. Resolution 2017-112 Approving the 2017 Engineering and Traffic Survey
3. Ordinance 1516 Reestablishing Prima Facie Speed Limits Within Specified Speed Zones Within Specified Speed Zones throughout the City of Banning and Amending Ordinance 1449

Public Works Director Art Vela gave the staff report as contained in the agenda packet.

Council Member Andrade asked if this was part of a new law.

Director Vela explained that it is an existing law and the last survey was done in 2012.

Council Member Welch asked if approved, would the recommended speed limits go into effect. He pointed out that on page 698 of the agenda packet it shows Wilson Street from Highland Springs to Highland Home speed limit going from 45 to 50. He is concerned with that increase.

Council Member Andrade feels the residents would be put in danger if speed limits are increased.

Based on the discussion, Director Vela recommended postponing this item to a future meeting so he can see if there is a way to justify certain speed limits like the speed limit Council Member Welch pointed out.

Council Member Andrade doesn't agree with adjusting speed limits based on the speed people are traveling.

Director Vela explained that it is important to update speed limits to match speed surveys so as not to create a speed trap, which can be challenged in court creating more of a burden for the police department.

There was discussion among the Council and staff regarding speed limits and the law enforcement of those limits.

Council Member Franklin suggested Council forward the areas of concern to Director Vela for him to look into within the next week.

The Mayor opened the Public Hearing.

Motion Peterson/Andrade to continue the Public Hearing regarding Resolution 2017-112 and Ordinance 1516 to January 23, 2018. Motion carried, 5-0.

The Mayor closed the Public Hearing.

The Mayor recessed the Regular City Council Meeting and called to order a scheduled meeting of the Banning Utility Authority.

BOARD MEMBERS PRESENT: Board Member Andrade
Board Member Franklin
Board Member Peterson
Board Member Welch
Chairman Moyer

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.

Public Works Director Vela provided the staff report for this item as contained in the Agenda Packet.

Chairman Moyer asked if the Council had any questions or comments.

Council Member Franklin asked about asking the San Gorgonio Pass Water Agency to contribute.

Director Vela confirmed that staff will be pursuing that.

Chairman Moyer expressed concerns with the fact that San Gorgonio Pass Water Agency hasn't contributed thus far.

Board Member Franklin recommended Council direct staff to send a formal letter to San Gorgonio Pass Water Agency asking for a contribution.

Board Member Peterson asked why the City doesn't monitor it themselves.

Director Vela explained that the City could, it would just need to build the infrastructure to be able to do that.

Chairman Moyer opened the item for public comment. Seeing none, closed public comment.

Motion Franklin/Welch to 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 with the understanding that staff will send a letter to the San Geronio Pass Water Agency asking for their contribution of \$30,000. Motion carried, 4-1, with Council Member Andrade voting against.

2. Resolution 2017-18 UA, Awarding a Construction Agreement for the Banning Water Canyon Pipeline Replacement Phase 1 and Awarding the Purchase Agreement for Pipeline Materials

Public Works Director Vela provided the staff report for this item as contained in the Agenda Packet.

There was discussion regarding the difference in bids received for the various services.

Chairman Moyer opened the item for public comment.

Paul Perkins asked about salvaging some of the material to recover some costs. He would like a progress report brought to a future Council Meeting.

Director Vela explained that there would be very little salvaged material and would not be worth it, based on the cost of having the contractor dig up the material to recycle. A progress report can be included in the CIP updates that are brought to Council every month.

Seeing no further comments, the Chairman closed public comment.

Motion Franklin/Peterson to 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 Management Services in the amount of \$177,730. Motion carried, 5-0.

The Mayor adjourned the Joint Meeting of the Banning City Council and Banning Utility Authority and reconvened the Regular Meeting of the Banning City Council.

ITEMS FOR FUTURE AGENDAS

1. Definition of Brief from the City Attorney (requested by Council Member Franklin)

Council Member Franklin announced that Thanksgiving Dinner will be served for free by Legacy Church at the Community Center on Thanksgiving Day from 11:00 a.m. until 1:00 p.m.

ADJOURNMENT

By common consent the meeting was adjourned 10:09 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=KsHq11Uu0cFx> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

EXHIBIT A

Banning City Council meeting 14 November 2017

After the horrific fires in Northern California wine country and in Southern California Orange County last month, there have been quite a few analytical commentaries about our strategies to deal with the increased dangers to our communities. Although the state's history is written in fire, each decade is marked by losses of life and landscape that follow a cyclical pattern. The recent conflagrations illustrate an increasing escalation between California's growing population and development.

Santa Rosa may demonstrate a culmination of nearly a century of failed fire management practices that have been unable to address this increasing escalation and conflict between California's growing population and development amid the state's intrinsic fire proneness. Santa Rosa and her Coffey Park community are only the extreme example of a lack of resources, political will and proactivity about fire management that have kept fire strategies from evolving. We need to start thinking about changing our approach and strategy to these fires, as catastrophic fire, once the seasonal concern of rural communities, has moved into cities. It is no longer just the case that we are building homes where the fires are; the fires seem to go where the homes are. The wildland-urban- interface description of vulnerability has outlived its usefulness.

It follows that we must assess the ignition vulnerability of our houses; at the Coffey Park community, the temperature was Fahrenheit 1200. Remember the novel *Fahrenheit 451* of your 10th grade English class; that title refers to the temperature that ignites paper. The homes in Coffey Park and their contents were reduced to ashes in minutes without the help of flying embers.

The National Cohesive Wildland Fire Management Strategy has three recommendations:

1. Develop fire adapted communities (protects cities and exurbs)
2. Create fire resistant landscapes (manage fire in rural landscapes)
3. Increase capacities to fight fire

In view of the last item in particular, it is unconscionable that the two large developments in Banning were approved with their fire stations planned for the remotest corner of each Specific Plan and to be constructed only in the last phase of the development.

Even our existing urban communities show a high degree of vulnerability: Sun Lakes, Snow Creek, Sundance, and others that have high density of homes, narrow streets and cul-de-sacs that make access to fire crews and evacuation strategies hopelessly deficient. We are dreadfully understaffed and equipped to deal with disasters. Let us focus on improving our current situation.

Inge Schuler

EXHIBIT B

Sonja De La Fuente

From: frp2002@aol.com
Sent: Saturday, November 11, 2017 7:09 AM
To: Sonja De La Fuente
Subject: letter to be read at the city council meeting

I seem to recall that quite some time ago the city council members were discussing the implications of the Brown Act, and finally deciding that it permitted a 'brief response' to public comments. Then the discussion went to a definition of 'brief', and at that time it was more or less decided that 'brief' meant either no response or the bare minimum. I don't remember if a time limit was included.

Now, it seems that a member of the city council has completely forgotten, or ignores, the Brown Act and the meaning of the word 'brief'. I would think that since the Brown Act was instituted to eliminate the bickering and angry and embarrassing exchanges between the public and the council, that no response would be the most prudent interpretation of the Brown Act. The next alternative would be "thank you for your comments and/ or opinions", spoken by the mayor. One step above that would be, "Please leave your name and a contact phone number with the City Clerk and we shall get back to you". Certainly it should not progress to the point where a city council member would get on his podium to make a prepared lengthy response which sounds very much like an attack or a campaign speech. Of course, the conduct of the city council meeting must be controlled by the mayor.

At this time, it seems that the reigning mayor is shirking that part of his duties. Is he doing so because he has been bullied, or simply does not want to make himself a possible target of the long, prepared rant? Almost all of these rants have been out of the loud mouth of the council member that goes by the initials of Don Peterson, or he may assign this duty to one of his minions. It would seem that it is time, or past time, for the highly paid legal consultant to remind the council members of the Brown Act and the mayor of his duties, rather than waiting for a selection and installation of a new mayor.

So, Mr. City Attorney, at this time will you please publicly remind the city council and inform the public in the council chamber and those watching on TV of the meaning of the Brown Act, and if it also applies to public correspondence? Will you also publicly remind the mayor of his duties to orderly conduct these council meetings?

Thanking you in advance.

Fred Sake Sakurai
Banning, CA

EXHIBIT C

Sonja De La Fuente

From: Lynn Hammer <lhammer21@ymail.com>
Sent: Saturday, November 11, 2017 9:49 AM
To: Sonja De La Fuente; frp2002@aol.com
Subject: Re: letter to be read at the city council meeting

To Whom It May Concern;

I have to agree with Mr. Sakurai. I have personally been on the end of being 'attacked' during the Open comments section of a City Council meeting by this same council member - So completely wrong. Mr Peterson had a "prepared response" to my Open Comment that went on and on for over 5 minutes and not one person, council or City Attorney, even attempted to stop him. I even walked back up to the dais while he was ranting and said "This is wrong and not the place for this discussion" and he was allowed to continue. He continues to be a bulldozer and push his way over all the rules. Why is it no one has the courage/guts to stop him? His behavior, most of the time, is completely out of line.

Lynn Hammer
Banning, CA

On Saturday, November 11, 2017, 7:09:03 AM PST, <frp2002@aol.com> wrote:

I seem to recall that quite some time ago the city council members were discussing the implications of the Brown Act, and finally deciding that it permitted a 'brief response' to public comments. Then the discussion went to a definition of 'brief', and at that time it was more or less decided that 'brief' meant either no response or the bare minimum. I don't remember if a time limit was included.

Now, it seems that a member of the city council has completely forgotten, or ignores, the Brown Act and the meaning of the word 'brief'. I would think that since the Brown Act was instituted to eliminate the bickering and angry and embarrassing exchanges between the public and the council, that no response would be the most prudent interpretation of the Brown Act. The next alternative would be "thank you for your comments and/ or opinions", spoken by the mayor. One step above that would be, "Please leave your name and a contact phone number with the City Clerk and we shall get back to you". Certainly it should not progress to the point where a city council member would get on his podium to make a prepared lengthy response which sounds very much like an attack or a campaign speech. Of course, the conduct of the city council meeting must be controlled by the mayor.

At this time, it seems that the reigning mayor is shirking that part of his duties. Is he doing so because he has been bullied, or simply does not want to make himself a possible target of the long, prepared rant? Almost all of these rants have been out of the loud mouth of the council member that goes by the initials of Don Peterson, or he may assign this duty to one of his minions. It would seem that it is time, or past time, for the highly paid legal consultant to remind the council members of the Brown Act and the mayor of his duties, rather than waiting for a selection and installation of a new mayor.

So, Mr. City Attorney, at this time will you please publicly remind the city council and inform the public in the council chamber and those watching on TV of the meaning of the Brown Act, and if it also applies to public correspondence? Will you also publicly remind the mayor of his duties to orderly conduct these council meetings?

Thanking you in advance.
Fred Sake Sakurai
Banning, CA

EXHIBIT D

At the last Council meeting, I talked about some of the Big Rip Offs that have occurred here in Banning. One of the biggest Tax Payer Frauds was the Banning Cultural Alliance. In its early years, the Alliance was led by Charlene Sakurai and funded by Councilman Bob Botts. I reported earlier that the Cultural Alliance wasted \$1.4 million of Tax Payer money. Money that was given to the Alliance and sucked out under phony consultant contracts.

I would like for each and every citizen to look around at our City and ask yourself, what did the Sakurai's do with all that money, because it was not spent on our city?

A Grand Jury Investigation found that the Cultural Alliance needed to pay the Tax Payers back nearly a quarter of a million dollars. Ask the Sakurai's why they did not pay back the money.

The Sakurai's are angry people, Why? Because their Cash Cow has finally dried up. The same goes for Lynn Hammer.

Lynn Hammer is a County Resident that does not live within the City Limits. But for years, she thrived off of the Tax Payers of Banning. How? She received a 10,000 sf Fire Station for \$1.00 per year. A facility owned by the People of Banning that she got for one dollar a year as her clubhouse for her husband's Fire Truck collection and hobby.

I am confident there are many residents in Banning that have hobbies that would give anything to able to rent a 10k sf building for a dollar per year.

Unfortunately for Lynn and her hobby the good times came to an end, and when it was suggested they pay close to market rate, they became irate and moved out.

So, what we have here are two disgruntled families that are angry because they can no longer take advantage of the People of Banning.

EXHIBIT E

Council Meeting 11-14-2017

Questions:

1. How can a Council Member appoint City of Banning Employees to be heads of WROG committees without formal approval of the majority of the City Council?
 - a. Similar problems with reduction of the gravel pit tax and freeway brush cutting also show that the council is not working together.
 - b. Settlement of the Beaumont Lawsuit with WROG
2. What is the REAL cost to the City of Banning for this additional time to be spent away to 4080 Lemon St, Riverside, CA about a 45 minute drive in each direction. Reported times are:
 - a. City Manager - 5.5 hours
 - b. Administrative Services Director - 3.5 - 4 hours - 3 times a year
 - c. Public Works Director - 6 hours
 - d. Community Works Director - 4 hours
 - e. Solid Waste Meeting Rep from Banning - Tammi & Phillip
 - f. Stipends from WROG - \$150 per meeting, 2 areas - Executive and Finance
3. Primary Funding Sources: Dues, grants, and fees from programs - HERO (called Pace- this is a TAX Lien) and Regional Lighting Program (Edison only) are programs
4. ~~Sunset grade~~ - WROG just approve \$2 million repayment to Banning, interesting
5. It would seem that we are paying for other businesses that are started in the City besides Housing
 - a. Report
 - i. 2017 - 83K for Highland Springs new business
 - ii. 2015 - 106K for Coyne Power Sports in old Chrysler dealership
 - iii. 2012 - 15K for Subway
6. We are also paying or have paid to WROG for
 - a. Solid Waste Coop Dues - \$3890 - Meets Quarterly -
 - b. WROG Membership Dues - \$3941
 - c. Clean Cities Coalition Dues - \$3000 part of Riverside County - No Meetings reported - Looks like 2 times per year
 - d. Banning Outreach - \$19841

EXHIBIT F

The California Low-Income Consumer Coalition, comprised of 11 consumer policy and legal advocacy organizations, says AB 1284 "introduces protections that have been absent from, and critically needed in, PACE programs throughout the state."

Supporters Include:

- Local Governments & Organizations**
 - California League of Cities
 - California State Association of Counties
 - Local Government Commission
 - Los Angeles County
 - South Bay Cities Council of Governments (242)
 - Southern California Association of Governments (242)
 - Western Riverside Council of Governments (242)

Businesses and Associations

- Bay Area Council (1284)
- CalAsian Chamber (1284)
- California Bankers Association (1284)
- California Building Industries Association (1284)
- California Business Industry Association
- California Business Properties Association
- California Chamber of Commerce (1284)
- California Credit Union League (1284)
- California Escrow Association (1284)
- California Land Title Association (1284)
- California Mortgage Bankers Association (1284)
- California Hispanic Chambers of Commerce (1284)
- Energy Efficient Equity (1284)
- National Federation of Independent Business
- Orange County Business Council
- Owens Corning
- PACENation
- Renew Financial
- Renovate America
- Technet (1284)
- United Trustees Association (1284)

Clean Energy/Environmental Organizations

- Advanced Energy Economy
- Brightline Defense
- Build It Green
- California Energy Storage Association
- California Solar Energy Industries Association (CALSEIA)
- Center for Sustainable Energy
- Cleantech San Diego
- Climate Action Campaign
- Efficiency Demand Management Council (242)
- Environmental Defense Fund
- League of Conservation Voters California (242)
- Natural Resources Defense Council
- Sierra Club California (242)
- Vote Solar

Local Elected Officials

- Supervisor Scott Haggerty, County of Alameda
- Councilmember Willie Rivera, City of Bakersfield
- Councilmember Juan Garza, City of Bellflower
- Mayor Jesse Airreguin, City of Berkeley
- Councilmember Ben Bartlett, City of Berkeley
- Councilmember Kate Harrison, City of Berkeley
- Vice Mayor Linda Maib, City of Berkeley
- Councilmember Jesus Escobar, City of Calexico
- Councilmember Armando Real, City of Calexico
- Councilmember Javanne Hilton, City of Carson
- Mayor Stan Henry, City of Cathedral City
- Councilmember Randall Stone, City of Chico
- Mayor Mary Salas, City of Chula Vista
- Mayor Pro Tem Emmanuel Martinez, City of Coachella
- Councilmember Erinna Shafr, City of Compton
- Mayor Jorge Marquez, City of Covina
- Councilmember Clint Lorimore, City of Eastvale
- Councilmember Dianne Martinez, City of Emeryville
- Councilmember Mark Henderson, City of Gardena
- Supervisor Ryan Sundberg, County of Humboldt
- Supervisor Mike Wilson, County of Humboldt
- Councilmember George Nava, City of Imperial
- Board of Supervisors, County of Imperial
- Councilmember Mark West, City of Imperial Beach
- Councilmember Glenn Miller, City of Indio
- Councilmember Ralph Franklin, City of Inglewood
- Mayor Pro Tem Tim Shaw, City of La Habra
- Councilmember Colin Parent, City of La Mesa
- Councilmember Jim Gazteley, City of Lomita
- Mayor Mark Waronek, City of Lornia
- Councilmember Jeannine Pearce, City of Long Beach
- Councilmember Dee Andrews, City of Long Beach
- Councilmember Roberto Uranga, City of Long Beach
- Councilmember Mitchell Englander, City of Los Angeles
- Mayor Pro Tem Jose Solache, City of Lynwood
- Supervisor Dave Rogers, County of Madera
- Supervisor Kathrin Sears, County of Marin
- Councilmember Greg Rath, City of Mission Viejo
- Councilmember Tony Madrigal, City of Modesto
- Councilmember David Pollock, City of Moorpark
- Supervisor Brad Wagenhrecht, County of Napa
- Councilmember Dan Kallb, City of Oakland
- Councilmember Abel Guillen, City of Oakland
- Deputy Mayor Chuck Lowery, City of OceanSIDE
- Mayor Jan Hamik, City of Palm Desert
- Councilmember Tonya Burke, City of Perris
- Vice Mayor Teddy Gray King, City of Piedmont
- Councilmember Diane Williams, City of Rancho Cucamonga
- Councilmember Jon Harrison, City of Redlands
- Councilmember Christian Horvath, City of Redondo Beach
- Councilmember Laura Emdee, City of Redondo Beach
- Mayor Thomas Butt, City of Richmond
- Councilmember Margaret Clark, City of Rosemead
- Supervisor Sue Frost, County of Sacramento
- Councilmember Steve Hansen, City of Sacramento
- Councilmember Tony Barreira, City of Salinas
- Councilmember Chris Cate, City of San Diego
- Mayor Kevin Faulconer, City of San Diego
- Council President Pro Tem Mark Kersey, City of San Diego
- Councilmember Chris Ward, City of San Diego
- Councilmember Deborah Cox, City of San Leandro
- Councilmember Chris Orlando, City of San Marcos
- Councilmember Stephen Houlihan, City of Sanjee
- Councilmember Jewel Edson, City of Solana Beach
- Councilmember Jorge Morales, City of South Gate
- Board Supervisor Krislin Olsen, County of Stanislaus
- Mayor Pro Tem Michelle Martinez, City of Santa Ana
- Mayor Ed Wilson, City of Signal Hill
- Councilmember Ben Benoit, City of Wildomar



Rec'd 11/14/17

PACE: Improved & Regulated

Property Assessed Clean
Energy (PACE) financing will
now be a **regulated financial
product** in California



Comprehensive legislation was passed by the California legislature on September 11th and 15th, with the support of Governor Brown. SB 242 and AB 1284:

- Define in law new underwriting standards based on income and ability to pay; these build upon existing underwriting based on on-time mortgage/tax-payment history and home equity.

- Establish the Department of Business Oversight as the regulator and licensor for PACE in CA; determining which PACE providers deserve a license, and which home improvement contracting firms and individuals are allowed to offer PACE.

- Require the most accurate Automated Valuation Model (AVM), or home value estimate, be used to determine home equity.

- Require PACE providers to vet and train home improvement contractors to be responsible PACE solicitors.

- Require a recorded, live, confirmation of terms call between the PACE provider and the property owner. This further reinforces the written disclosures PACE providers are required to communicate, per the 2016 consumer protection bill—AB 2693.

- Expand a property owner's "right to cancel," enabling them to cancel their separate home improvement contract if they cancel their PACE financing within three days.

- Require reports to local governments on homeowners served, products installed, and energy & water saved, and economic impacts.

Understanding Recent Coverage of HERO Financing by KTLA

KTLA in LA ran a story on Tuesday, Nov. 7, about Roy Gutierrez, a Montebello homeowner who had fallen behind in his mortgage payments, and who attributed that to his HERO assessments totaling just over \$5,500 a year.

Background:

Renovate America fully complied with state regulations in approving Mr. Gutierrez's financing, the terms of which he confirmed he understood both in writing and in a recorded telephone call.

When Renovate America first learned of Mr. Gutierrez's situation, in October 2016, only one annual HERO financing payment had been assessed, in the amount of \$5,519.88, and it was not yet due. That amount was a fraction of the \$27,000 in arrearages that had accumulated due to Mr. Gutierrez's not making mortgage payments altogether, something that started early that year.

Action:

In late 2016 and into 2017, Renovate America reached out to Mr. Gutierrez on numerous occasions to provide assistance, but our extensive efforts were turned down.

Renovate America stopped doing business with the contractor, Inner City Skyline, in March 2017 after determining the company did not meet our standards as measured by our Contractor Quality Rating system. That said, we are willing to reach out to the company to resolve any workmanship issues related to Mr. Gutierrez's project.

Going Forward:

This underscores the importance of the new regulatory and consumer framework for PACE that Governor Brown just signed into law, and that Renovate America strongly supported. Those laws, which begin taking effect on Jan. 1, 2018, will fundamentally improve PACE financing in California by requiring, among other things:

- Enhanced disclosures of PACE financing terms and conditions;
- Income-based underwriting that requires income verification and assessment of a homeowner's ability to pay;
- Vetting, oversight, and training of home improvement contractors by PACE providers to help ensure compliance with all PACE laws and responsibly offer PACE;
- And regulation of PACE providers and contractors offering PACE at the state level by the Department of Business Oversight.



Rec'd 11/14/17
SA

Banning, CA

HERO Supporter Quotes

"The program worked for me. I was in dire need of new systems, and could not afford the entire payment. I'm saving on electric payments because my systems are efficient. Thank you, Hero Program!!" – Dorothy M.

"I think this is the best program out there, I tell everybody about it. Without it I wouldn't have been able to get solar. Thank you! You guys rock! – Tammie R.

We used HERO financing to install solar panels for our home. We had a good experience from start to finish, and everyone we spoke with there was courteous. This was a great opportunity for us because we are saving money on our energy bills now and would not have been able to do so without this financing option.

HERO financing is a good idea that was very helpful for us and would also be helpful for others who want to go solar but don't have the cash up front. Please do everything you can do to make sure it remains available in our community so that everyone who wants to be more energy efficient has a means to do so.

Thank you,

Tammie Rangel

Banning, CA 92220

I enjoyed my experience installing solar with HERO financing because it was very straightforward, and everything went smoothly. I liked that when the contractor called in to get me qualified, the representative at HERO wanted to speak to me directly, to make sure I understood the way it works.

My energy bill is currently \$500-\$600 each month, and I'm looking forward to it being \$400-\$500 less each month once my system is turned on. HERO really helped me because I would not have been able to finance it on my own. In addition, the rate is so low, that it would only take a few months of my current energy bills to pay for a full year of the payments for the solar system.

If you take this option away, you are taking away an alternative to paying the excessively high energy bills here in Banning. If people don't have alternatives, it will be a monopoly. That's not good business for the city of Banning. This is a democratic government. People are supposed to have a choice. I have already told a lot of people about this opportunity to save on their energy bills, and I hope they have the chance to use HERO financing as well.

Sincerely,

Obiora Eneh

Banning, CA 92220

When I needed to replace the doors and windows and paint on my house, I didn't want to have to refinance or come up with the money out of pocket. I used HERO to finance the project, and I couldn't be happier! It was so bad that you could just stand near the window and feel the cold. Now, when it gets cold, I don't even have to turn the furnace on, because my new windows, doors, and reflective paint keep the house at a good comfortable temperature.

I have seen others in my neighborhood get work done by those fly by night companies, and it looks terrible. I absolutely love the look of my doors and windows! Like I said, I couldn't be happier with the whole thing. My power bill has even gone down about \$100 each month!

I have been recommending HERO to my friends and family, and I'm hoping my daughter will go ahead and replace her windows so she can be happy too!

Thank you!

Juanita Maestaz

I'm very thankful that HERO financing was available to us when our air conditioning went out within a few months of us buying our house. Like most people, we had drained our savings to make the down payment, and we wouldn't have gotten enough to fund the project through other financing options at the time. It was the middle of summer, here in Banning, with temperatures over 100 degrees.

My wife was pregnant, so it was urgent that we replace our 30+ year-old unit right away. We used HERO financing to replace windows that were originals from when the house was built in 1986 as well, and immediately noticed a big difference. Our energy bill went down right away by about \$150 bucks! We had the ducts redone along with the air-conditioning project, so we knew we weren't only saving money, but we had also increased the energy efficiency of the whole house.

This financing option is a great option. Especially for people who must make upgrades, but don't necessarily have the cash on hand. There wasn't anything I didn't like about the whole process from start to finish. Everything was straight forward, and we couldn't be happier. Now, my daughter is 14 months old, and my savings have been replenished. HERO helped us to do our part to make our house greener, and ensure the wellbeing of the future for our kids.

Sincerely,

Timothy Cuevas

Banning, CA 92220

EXHIBIT G

Sonja De La Fuente

From:
Sent: Friday, November 10, 2017 6:59 PM
To: Sonja De La Fuente
Subject: [BULK] HERO is good for local homeowners

Importance: Low

Dear Deputy City Clerk Sonja De La Fuente,

In just a few years, hundreds of local Banning families, including mine, have used HERO to improve their homes. As a result, our home looks better and is more comfortable, we spend less on utility bills, and with our tax situation, there have been tax benefits.

It is important to me that my family, friends, and neighbors continue to have HERO as an option. It has been great for us and has even helped bring more jobs to the area. Making energy-efficient improvements accessible for more people has increased demand for local construction. I feel good knowing that my choice helped small businesses in the community and is good for the environment as well.

Thank you for keeping HERO an option in our community.

Regards,

Resident | Banning, CA

Sonja De La Fuente

From:
Sent: Saturday, November 11, 2017 12:32 PM
To: Sonja De La Fuente
Subject: [BULK] HERO is good for local homeowners

Importance: Low

Dear Deputy City Clerk Sonja De La Fuente,

In just a few years, hundreds of local Banning families, including mine, have used HERO to improve their homes. As a result, our home looks better and is more comfortable, we spend less on utility bills, and with our tax situation, there have been tax benefits.

It is important to me that my family, friends, and neighbors continue to have HERO as an option. It has been great for us and has even helped bring more jobs to the area. Making energy-efficient improvements accessible for more people has increased demand for local construction. I feel good knowing that my choice helped small businesses in the community and is good for the environment as well.

Thank you for keeping HERO an option in our community.

Regards,

Resident | Banning, CA

Sonja De La Fuente

From:
Sent: Friday, November 10, 2017 3:21 PM
To: Sonja De La Fuente
Subject: [BULK] HERO gives homeowners peace of mind
Importance: Low

Dear Deputy City Clerk Sonja De La Fuente,

Thank you for making HERO available as an option for Banning homeowners.

HERO has allowed my family to get two very important things: a better, more comfortable home and peace of mind. First, after years of living with inefficient and aging features, it allowed us to make much needed improvements to our home with no upfront costs. We would have had to wait for things to break—and then been forced to use a credit card or some other form of payment—if there was no HERO.

Second, HERO gave us comfort that if our home improvements weren't done to our satisfaction, we'd have a way to make things right. HERO didn't pay our contractor until we told them we were satisfied with the job, and we know they screen their contractors for proper licensing and other factors. That gave us peace of mind about the contractor we worked with.

Regards,

Resident | Banning, CA

Sonja De La Fuente

From:
Sent: Sunday, November 12, 2017 7:43 AM
To: Sonja De La Fuente
Subject: [BULK] HERO gives homeowners peace of mind
Importance: Low

Dear Deputy City Clerk Sonja De La Fuente,

Thank you for making HERO available as an option for Banning homeowners.

HERO has allowed my family to get two very important things: a better, more comfortable home and peace of mind. First, after years of living with inefficient and aging features, it allowed us to make much needed improvements to our home with no upfront costs. We would have had to wait for things to break—and then been forced to use a credit card or some other form of payment—if there was no HERO.

Second, HERO gave us comfort that if our home improvements weren't done to our satisfaction, we'd have a way to make things right. HERO didn't pay our contractor until we told them we were satisfied with the job, and we know they screen their contractors for proper licensing and other factors. That gave us peace of mind about the contractor we worked with.

Regards,

Resident | Banning, CA

Sonja De La Fuente

From:
Sent: Saturday, November 11, 2017 9:28 AM
To: Sonja De La Fuente
Subject: [BULK] Grateful for HERO

Importance: Low

Dear Deputy City Clerk Sonja De La Fuente,

I wanted to take a moment to tell you just how valuable the HERO financing option is to area residents like me. My family, like many others in Banning, improved our home with HERO. Today, we are saving on our utility bills, feeling more comfortable in our home and doing something good for the planet. HERO gave us access to products that made this possible because it provided the flexibility to pay for the project over time. We even felt more comfortable with our contractor because of HERO, because we knew that they wouldn't walk away before the job was done to our liking.

As our councilmember, you have the power to provide residents with tools we can use to improve our quality of life. HERO is one such tool, and I strongly encourage you to keep it available in our community.

Regards,

Resident | Banning, CA

Rec'd 11/14/17
SB

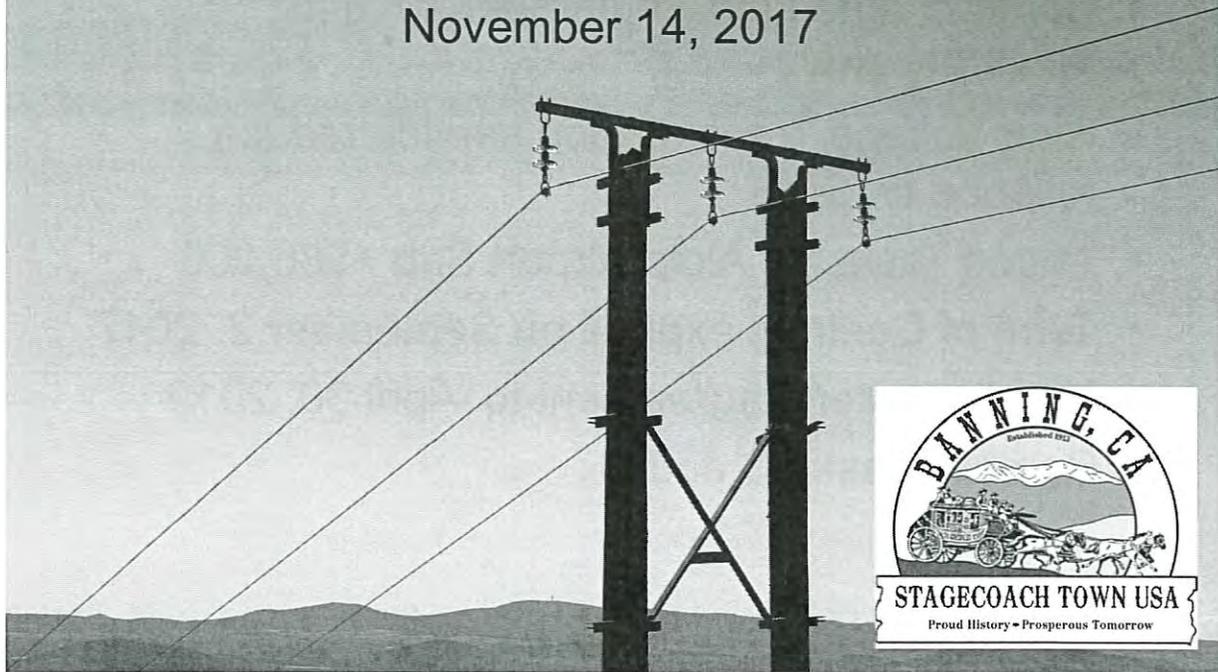
Funding Contractor	Address	Phone	HERO Status
American Air Service	2539 W. Lincoln St. Bldg B, Banning, CA 92220	9518492945	Temporary Suspended_CSLB
DESERT COOLING INC	913 Half Moon Ct Banning, CA 92220	9098356965	Approved
BUDGET AIR INC	1037 CHARLES ST Banning, CA 92220	6265334373	Temporary Suspended_CSLB
Banning Glass, Mirror & Screen	5813 W Ramsey St. Ste A Banning, CA 92220	9517695836	Approved Listed
FRONTLINE AIR CONDITIONING AND HEATING	246 Sunrise Avenue Banning, CA 92220	9098555820	Approved

EXHIBIT H

Amendment to Leidos Engineering, LLC Consultant Services Agreement

Electric Utility Department

November 14, 2017

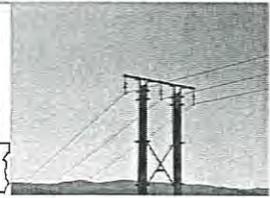


Background



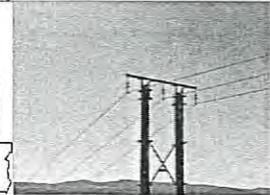
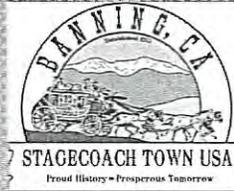
- Electric Utility has multiple capital projects requiring engineering services
 - Substation upgrades and expansions
 - Transmission and Distribution Expansions
 - System Improvements including voltage conversions
- Consultants needed to provide design and project management services
- Leidos, LLC contracted not to exceed \$720,000 per Resolution 2014-18

Background Cont'd



- Contract amended September 2016 for feasibility study
- High Voltage Transmission service/reduce reliance on SCE
- Added Tasks for Alola/Airport Sub +\$86,000
- Term of Contract expired on September 2, 2017
- Need to extend agreement to April 30, 2019
- Remove Tasks C and D

Current Status



- \$477,566 Billed to date
- All 4kV to 12kV Design Work is nearly complete
 - Conversion of all field distribution assets is 70% complete
- Design for the Alola/Airport Substation rebuild is complete
 - Construction pending completion of conversion of distribution system
- Experiencing long lead times

Recommendation



- Staff recommends City Council approval of Resolution 2017-106 amending the engineering services agreement between the City of Banning and Leidos Engineering, LLC in an amount not-to-exceed \$705,000 with a new contract expiration date April 30, 2019



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: December 12, 2017

SUBJECT: Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of October 2017

RECOMMENDATION:

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

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	161470 - 161817	\$ 1,168,769.62	
Voided / Reissue Check	None	\$ -	
Check Total			\$ 1,168,769.62
Wires Total	949 - 953		\$ 3,867,367.24
ACH payments:			
	9006108 - 9006124		
Payroll Direct Deposit 10/13/2017		\$ 303,304.38	
Payroll Direct Deposit 10/27/2017		\$ 361,446.40	
Other Payments		\$ 560,799.47	
ACH Total			\$ 1,225,550.25
Payroll Checks:			
	11141 - 11176		
Payroll - Regular 10/13/2017		\$ 3,601.57	
Payroll - Regular 10/27/2017		\$ 2,963.36	
Payroll - Regular 10/31/2017 - Manual		\$ 608.26	
Payroll Check Total			\$ 7,173.19
Total Warrants Issued for October 2017			\$ 6,268,860.30

ATTACHMENTS:

1. Fund List
2. Warrant List October 2017
3. Warrant List Detail October 2017
4. Voided Check Log – None for October
5. Payroll Log
6. Payroll Registers

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

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

001 General Fund Departments

0001 – General
 1000 – City Council
 1200 – City Manager
 1300 – Human Resources
 1400 – City Clerk
 1500 – Elections
 1800 – City Attorney
 1900 – Fiscal Services
 1910 – Purchasing & A/P
 2060 – TV Government Access
 2200 – Police
 2210 – Dispatch
 2279 – TASIN – SB621 (Police)
 2300 – Animal Control
 2400 – Fire
 2479 – TASIN – SB621 (Fire)
 2700 – Building Safety
 2740 – Code Enforcement
 2800 – Planning
 3000 – Engineering
 3200 – Building Maintenance
 3600 – Parks
 4000 – Recreation
 4010 – Aquatics
 4020 – Day Care
 4050 – Senior Center
 4060 – Sr. Center Advisory Board
 4500 – Central Services
 4800 – Debt Service
 5400 – Community Enhancement

All Other Funds

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

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

ATTACHMENT 2

City of Banning
Warrant List October 2017

Warrant Number	Vendor Name	Warrant Amount
949	RIVERSIDE PUBLIC UTILITIES	1,314,962.93
950	U.S. BANK	196,423.23
951	U.S. BANK	896,828.72
952	GRANDPOINT BANK - ESCROW ACCOUNT	14,152.36
953	DEUTSCHE BANK TRUST CO AMERICAS	1,445,000.00
161470	ALESHIRE & WYNDER, LLP	2,848.58
161471	ANIXTER, INC	484.88
161472	ARROW STAFFING SERVICE	1,093.20
161473	BANNING CHAMBER OF COMMERCE	60.00
161474	BEAUMONT CHAMBER OF COMMERCE	35.00
161475	BEAUMONT DO IT BEST HOME CENTER	153.57
161476	BLUE SHIELD OF CALIFORNIA	74,336.89
161477	CANLAS JR, ROBERTO P	74.03
161478	CASTANEDA, SANDRA	250.00
161479	CODY, LINDA	118.35
161480	COFFEY, BENJAMIN	567.60
161481	COUNSELING TEAM INTERNATIONAL, THE	700.00
161482	COZAD & FOX, INC	11,612.02
161483	CRANDALL, THERESA	41.00
161484	DE LA FUENTE, SONJA	16.00
161485	DELL MARKETING LP	8,323.82
161486	DIAZ, ALEJANDRO	715.00
161487	ELIZONDO, MARIO	32.00
161488	ESPINOZA, CARLOS	32.00
161489	FERRELLGAS	255.61
161490	FOSTER, SCOTT	79.50
161491	FOX OCCUPATIONAL MEDICAL CENTER	105.00
161492	FRED ALLEN ENTERPRISES, INC	318.68
161493	GALLEGOS, JOHN	41.00
161494	GAS COMPANY, THE	43.98
161495	HARRISON, TEMBLADOR, HUNGARFOR &	99.00
161496	HERNANDEZ, LUIS AND ROSALBA	256.00
161497	HOME DEPOT #8987	39.20
161498	HOTEL CONTESSA	920.00
161499	INFOSEND, INC	2,676.35
161500	INLAND WATER WORKS SUPPLY CO.	316.79
161501	INNOVATIVE FEDERAL STRATEGIES	7,000.00
161502	KAWECKI, MICHAEL	16.00
161503	KESTER, ELIZABETH	80.00
161504	KOVERMAN, LAVON	360.24
161505	LEAGUE OF CALIFORNIA CITIES	120.00
161506	LEIDOS ENGINEERING, LLC	7,347.39
161507	LOPEZ, LEILA	16.00
161508	LYNCH, MIKE	80.00
161509	MCGEHEE, KIRK	297.23
161510	MERCURY FUELS, INC	29,074.99
161511	MUELLER, ROSINA	81.60
161512	NGUYEN, NGHIA	51.00
161513	OFFICE DEPOT	134.20
161514	ON TRAC	35.90
161515	ONE SOURCE DISTRIBUTORS	24,243.75

**City of Banning
Warrant List October 2017**

Warrant Number	Vendor Name	Warrant Amount
161516	PALOS SPORTS, INC	129.89
161517	PARTS AUTHORITY METRO, LLC	404.68
161518	PRUDENTIAL OVERALL SUPPLY	184.40
161519	QUINN COMPANY	27.74
161520	RECORD GAZETTE, THE	152.90
161521	RELIABLE WORKPLACE SOLUTIONS	1,023.41
161522	RIVERSIDE, COUNTY OF	96.50
161523	ROBLES, DIONA FLEMING	1,015.99
161524	ROWELL, JOYCE	160.21
161525	SARGEANT, SUSAN	180.12
161526	SEGURA, JENNIFER	1,910.93
161527	SHRED-IT USA, LLC	108.00
161528	SHUBIN, DEBORAH	16.00
161529	SILVER & WRIGHT, LLP	4,220.81
161530	SMART & FINAL	54.77
161531	SMITH, JASON	72.00
161532	SOUTH COAST AIR QUALITY	1,011.48
161533	SOUTHERN CALIFORNIA EDISON	1,140.81
161534	STYLE ELECTRIC	2,226.40
161535	SUEZ BANNING	56,533.00
161536	SUN LIFE FINANCIAL	19,423.17
161537	TORRES, CHRISTINA	4,295.00
161538	UNITED STATES POSTAL SERVICE	225.00
161539	URBAN FUTURES INCORPORATED	892.50
161540	UTILITY TREE SERVICE	2,200.00
161541	WALKER, BRIAN	3,598.16
161542	WALTER STANLEY COS, LLC	27.51
161543	WELLS FARGO CARD SERVICES INC	2,980.94
161544	WELLS FARGO CARD SERVICES INC	1,886.89
161545	WELLS FARGO CARD SERVICES INC	3,759.75
161546	WELLS FARGO CARD SERVICES INC	428.92
161547	WESCO DISTRIBUTION, INC	488.22
161548	YOUNG, CARLA	65.52
161549	YOURMEMBERSHIP.COM, INC	270.00
161550	AIR & HOSE SOURCE INC	187.58
161551	AIRGAS USA, LLC	997.41
161552	ANDRADE, DANIELA	69.24
161553	ARROW STAFFING SERVICE	2,186.40
161554	AT&T GLOBAL CUSTOMER CARE CENTER	374.44
161555	AT&T MOBILITY	1,111.22
161556	BABCOCK LABORATORIES, INC	978.00
161557	BANNING POLICE OFFICERS ASSOC	2,500.00
161558	BARTON, JUDITH MARGARET	49.00
161559	BEAUMONT CHERRY VALLEY WATER	9,171.00
161560	BEAUMONT DO IT BEST HOME CENTER	507.55
161561	BENHAR, DIANA T	144.90
161562	CALDERON, SANDRA B	26.70
161563	CALIFORNIA LAW ENFORCE ASSN	686.00
161564	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
161565	CENTER ELECTRIC	1,021.28
161566	CHACON, ARTHUR	34.00

**City of Banning
Warrant List October 2017**

Warrant Number	Vendor Name	Warrant Amount
161567	COLONIAL INSURANCE	18,569.55
161568	DANGELO CO	6,029.71
161569	DIAZ, ALEJANDRO	160.00
161570	EMPLOYMENT RISK MANAGEMENT	7,318.55
161571	FEDEX	21.01
161572	FRANKLIN, DEBBIE	0.55
161573	FRONTIER COMMUNICATIONS	2,085.98
161574	GARDA CL WEST INC	568.77
161575	HERNANDEZ, VICKIE MARIE	188.00
161576	HYDRO TEK SYSTEMS, INC.	329.21
161577	I.B.E.W. LOCAL 47	7,524.13
161578	I.B.E.W. LOCAL 47 (PAC)	61.00
161579	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,023.42
161580	ICMA RETIREMENT TRUST 457	1,349.86
161581	INLAND WATER WORKS SUPPLY CO.	233.01
161582	INNOVATIVE EMERGENCY EQUIPMENT	2,004.32
161583	KESTER, ELIZABETH	188.00
161584	L.J & L PARTY SUPPLY	100.00
161585	LEIDOS ENGINEERING, LLC	615.83
161586	LIEBERT CASSIDY WHITMORE	140.00
161587	LITHOPASS PRINTING, FORMS,	387.90
161588	MARTINEZ, PHYLLIS	175.00
161589	MOYER, GEORGE	372.92
161590	NATIONWIDE RETIREMENT SOLUTIONS	3,183.39
161591	OFFICE DEPOT	292.79
161592	PARKHOUSE TIRE, INC.	673.50
161593	PARS	453.34
161594	PARTS AUTHORITY METRO, LLC	6.70
161595	PETERSON, DON	669.74
161596	POLICEONE.COM	450.00
161597	PRE-PAID LEGAL SERVICES, INC	327.88
161598	PRO-MOTORS COLLISION REPAIR	2,761.36
161599	PRUDENTIAL OVERALL SUPPLY	1,067.17
161600	RELIABLE WORKPLACE SOLUTIONS	257.25
161601	SAMPSON, LAURIE	57.21
161602	SAN BERNARDINO PUBLIC EMPLOYEES	620.90
161603	SAN GORGONIO PASS WATER AGENCY	50,403.00
161604	SCOTTSDALE MARRIOTT SUITES OLD TOWN	141.26
161605	SCOTTSDALE MARRIOTT SUITES OLD TOWN	153.26
161606	SMART & FINAL	18.42
161607	SMITH, LOIS E	140.00
161608	THESIER, DEREK	80.00
161609	TIME WARNER CABLE	181.32
161610	U.S. BANK	4,950.00
161611	UNDERGROUND SERVICE ALERT	76.00
161612	UNITED WAY OF THE INLAND VALLEY	35.00
161613	UTILITY TREE SERVICE	8,800.00
161614	VERIZON WIRELESS	76.02
161615	WARE, KENNITH	64.00
161616	WATERLINE TECHNOLOGIES, INC	2,994.31
161617	WELCH, ART	436.92

**City of Banning
Warrant List October 2017**

Warrant Number	Vendor Name	Warrant Amount
161618	WELDOR'S SUPPLY AND STEEL	88.73
161619	WILLDAN FINANCIAL SERVICES	763.59
161620	YOUNGBLOOD, RICHARD	80.00
161621	ADVANCE REFRIGERATION & ICE	3,855.63
161622	AIR & HOSE SOURCE INC	108.29
161623	AIRGAS USA, LLC	169.75
161624	ALBERT A. WEBB ASSOCIATES	1,700.00
161625	ALL STAR ELITE SPORTS	99.44
161626	AMERICAN CAPITAL ENT, INC	387.13
161627	ARB INC	227.61
161628	ARROW STAFFING SERVICE	3,459.60
161629	ARTISTIC MAINTENANCE, INC.	19,135.11
161630	ASBURY ENVIRONMENTAL SERVICES DBA	55.00
161631	ASPEN ENVIRONMENTAL GROUP	18,618.03
161632	AT&T CALNET 2	392.13
161633	AUTOMATED GATE SERVICES, INC.	218.00
161634	AVERY, ALEXANDRA	1,075.40
161635	BABCOCK LABORATORIES, INC	20.00
161636	BARBERA, JOSEPH & ROSALBA	160.25
161637	BEAR COMMUNICATIONS, INC	322.17
161638	BEAUMONT DO IT BEST HOME CENTER	472.56
161639	BEAUMONT SAFE & LOCK	170.13
161640	BUYS, ROBERT	70.26
161641	CA. ST. DEPT. OF CONSERVATION	1.27
161642	CALIF BUILDING STANDARDS COMMISSION	140.40
161643	CALIFORNIA, STATE OF	1,334.00
161644	CAMPA, ERIC	36.00
161645	CANON FINANCIAL SERVICES, INC	1,309.73
161646	CAROLLO ENGINEERS	113,389.01
161647	CASSADAS, ERICA	16.00
161648	CDW GOVERNMENT, INC	5,112.53
161649	CEBALLOS &, BRIONNA	3.86
161650	CHARLES ABBOTT ASSOCIATES, INC	2,430.50
161651	CHERRY VALLEY REALTY	106.76
161652	CITRIX SYSTEMS, INC	904.00
161653	COFFEY, BENJAMIN	16.00
161654	CONSOLIDATED ELECTRICAL	1,395.68
161655	CORELOGIC INFORMATION SOLUTIONS INC	366.68
161656	CYBERTIME NETWORK COMMUNICATIONS	5,700.00
161657	DANGELO CO	12,213.04
161658	DANIELS TIRE SERVICE	146.50
161659	DE LA FUENTE, SONJA	16.00
161660	DE SANTE, MARIA	5.42
161661	DIAZ, ALEJANDRO	289.45
161662	DIAZ, RICHARD D	183.18
161663	DRAKE, CHRISTA	81.79
161664	DUARTE, DELIA	44.72
161665	ENVIRONMENTAL KLEAN-UP DBA	496.80
161666	FASTENAL	164.60
161667	FEDEX	26.76
161668	FLAMINGO'S EVENT PLANNER	120.00

**City of Banning
Warrant List October 2017**

Warrant Number	Vendor Name	Warrant Amount
161669	FLEET SERVICES INC	1,483.58
161670	FOSTER, SCOTT	65.44
161671	FRONTIER COMMUNICATIONS	948.54
161672	GAS COMPANY, THE	18.89
161673	GENNARELLI, JEANNE	63.24
161674	GOMEZ, MANUEL	63.77
161675	GREEN BAY COAST LLC	124.97
161676	GUO, LANTAO	118.63
161677	H & L CHARTER CO, INC	1,400.00
161678	HAWLEY, CAMERON	16.00
161679	HEADLEY, MARTIN	167.44
161680	HERNANDEZ, LYNNAE & TIMOTHY	128.78
161681	HOME DEPOT #8987	634.97
161682	IRON MOUNTAIN INFORMATION MGMT, LLC	794.89
161683	JAN SCARLET MANAGMENT, LLC	96.74
161684	JAUREGUI, ROBERTO	36.00
161685	L. J. Z., LLC	64.22
161686	LEAF	679.87
161687	LICATA, PHILLIP ALLEN	87.05
161688	LITHOPASS PRINTING, FORMS,	695.10
161689	LOPEZ, LEILA	16.00
161690	LOZANO, DESIREE E	104.00
161691	LUEVANO, MIGUEL & JUANA	39.13
161692	LUEVANO, VALERIE	18.56
161693	LYNN MERRILL AND ASSOCIATES, INC	2,850.46
161694	MACDONALD, DOUGLAS	101.64
161695	MARTINEZ, MATTHEW	16.00
161696	MCGARY, ANNA D & PATRICK	34.59
161697	NEVINS, PATTY	130.00
161698	ON TRAC	18.51
161699	ONE SOURCE DISTRIBUTORS	3,507.72
161700	OSGOOD TEXTILE	715.00
161701	PARTS AUTHORITY METRO, LLC	2,128.36
161702	PETTY CASH CUSTODIAN-SR CENTER	98.40
161703	PRO-MOTORS COLLISION REPAIR	1,200.00
161704	PRUDENTIAL OVERALL SUPPLY	406.17
161705	QUINTO, RAY	171.10
161706	RCS INVESTIGATIONS & CONSULTING LLC	5,066.25
161707	REAL PROPERTY MANAGEMENT	172.57
161708	RELIABLE WORKPLACE SOLUTIONS	75.13
161709	RON TURLEY ASSOCIATES INC	5,985.51
161710	RUSH &, KRISTINA S	33.44
161711	SAMPSON, LAURIE	258.42
161712	SAN BERNARDINO COUNTY SHERIFF'S	100.00
161713	SAN BERNARDINO COUNTY SHERIFF'S	100.00
161714	SAN GORGONIO PASS DESIGN AND PRINT	58.49
161715	SILVER & WRIGHT, LLP	4,653.84
161716	SMART & FINAL	411.71
161717	SMITH, KEVIN	138.35
161718	SOUTHERN CALIFORNIA JOINT POLE	865.61
161719	SPOK, INC	41.14

City of Banning
Warrant List October 2017

Warrant Number	Vendor Name	Warrant Amount
161720	SPS VAR, LLC	1,425.00
161721	STAPLETON, RICK	382.56
161722	STEPHENS, PATRICK	4,300.00
161723	STOEL RIVES, LLP	15,650.11
161724	STUART, DAMON	32.00
161725	SUPERION	238.81
161726	SZOYKA, CARL	47.57
161727	TECHNOLOGY UNLIMITED INC	785.00
161728	THE NICOLET TRUST	101.96
161729	TOMM'S AUTO BODY	26.01
161730	UTILITY TREE SERVICE	8,800.00
161731	VERIZON WIRELESS	611.77
161732	WARE, KENNITH	16.00
161733	WESTERN RIVERSIDE COUNCIL	3,890.61
161734	WESTRUX INTERNATIONAL INC	59.03
161735	WHENEVER COMMUNICATIONS, LLC	278.82
161736	ADVANCE WORKPLACE STRATEGIES INC	67.00
161737	AIR & HOSE SOURCE INC	80.81
161738	AIRGAS USA, LLC	183.00
161739	AIRWAVE COMMUNICATIONS ENTERPRISES	510.00
161740	ANDREWS, GERALD	2,000.00
161741	ANIXTER, INC	764.67
161742	ARROW STAFFING SERVICE	3,323.65
161743	AVERY, ALEXANDRA	2,587.77
161744	BEAUMONT DO IT BEST HOME CENTER	279.49
161745	BEAUMONT, CITY OF	378.11
161746	BILLHIMER, MARJORIE	202.74
161747	BLAND, KATIANA	92.40
161748	CA. ST. BOARD OF EQUAL. - FUEL	654.64
161749	CALDER, MAX	216.82
161750	CALHOUN, RAYMOND	166.97
161751	CALIFORNIA PEACE OFFICERS' ASSN	1,150.00
161752	CANON FINANCIAL SERVICES, INC	1,309.73
161753	CDW GOVERNMENT, INC	2,857.09
161754	CONSOLIDATED ELECTRICAL	944.16
161755	CORELOGIC INFORMATION SOLUTIONS INC	150.00
161756	COUNSELING TEAM INTERNATIONAL, THE	700.00
161757	COUTS HEATING & COOLING, INC	745.00
161758	D & M PUBLICATIONS BILLING DEPT	1,895.00
161759	DANGELO CO	1,672.60
161760	DANIELS TIRE SERVICE	44.00
161761	DAVIS, JOHN	2,000.00
161762	DERRICOTTE, JOHN	121.36
161763	DIAZ, ALEJANDRO	628.98
161764	DIVISION OF THE STATE ARCHITECT	141.60
161765	DUNN, TERRY	32.00
161766	ENVIRONMENTAL CONSTRUCTION, INC	299,003.00
161767	FEDEX	218.84
161768	FERGUSON, PRAET & SHERMAN	546.00
161769	FOX OCCUPATIONAL MEDICAL CENTER	40.00
161770	FRONTIER COMMUNICATIONS	228.70

**City of Banning
Warrant List October 2017**

Warrant Number	Vendor Name	Warrant Amount
161771	GARCIA, DELPHINA	158.42
161772	GARDA CL WEST INC	67.65
161773	GAS COMPANY, THE	173.02
161774	GRAINGER	1,328.46
161775	GUERRERO, CRISTOVAL	1,500.00
161776	HOME DEPOT #8987	69.89
161777	I E D C	490.00
161778	I E D C	645.00
161779	IBEW LOCAL 47 RETIREE MEDICAL TRUST	1,997.18
161780	ICMA RETIREMENT TRUST 457	1,399.86
161781	INFOSEND, INC	5,274.02
161782	INNOVATIVE FEDERAL STRATEGIES	3,822.28
161783	INTERNAL REVENUE SERVICE	1,364.11
161784	KAISER FOUNDATION HEALTH	45,529.95
161785	KOLLER, MARIE V.	37.80
161786	LEAF	337.97
161787	MEDINA, MOSES	16.00
161788	MILLER, NINA	215.92
161789	MOTOROLA SOLUTIONS, INC.	7,676.76
161790	NATIONWIDE RETIREMENT SOLUTIONS	3,783.39
161791	OFFICE DEPOT	583.72
161792	PARS	458.40
161793	PARTS AUTHORITY METRO, LLC	5,589.49
161794	PAYPRO ADMINISTRATORS	154.00
161795	PEREZ, MIKE	181.76
161796	PERSON, DARLENE	633.00
161797	PRESS-ENTERPRISE, THE	470.40
161798	PRUDENTIAL OVERALL SUPPLY	155.88
161799	RELIABLE WORKPLACE SOLUTIONS	605.56
161800	RIDER, RICHARD & MARSIA	50.00
161801	ROMO PLANNING GROUP, INC.	9,560.00
161802	RUEHLE, TARA SHAWN M	196.00
161803	SAN GORGONIO PASS DESIGN AND PRINT	25.86
161804	SARRINGAR, ARYANA DANNIEL	175.00
161805	SHOVE, TED	434.43
161806	SMART & FINAL	93.47
161807	STATE BOARD OF EQUALIZATION	14,124.23
161808	STATE WATER RESOURCES CONTROL	90.00
161809	STERLING TALENT SOLUTIONS	569.45
161810	TELEPACIFIC COMMUNICATIONS	2,745.34
161811	TRAPANI, SHARON	192.72
161812	TURBO DATA SYSTEMS INC	301.35
161813	UNITED TACTICAL SYSTEMS, LLC	395.00
161814	UNITED WAY OF THE INLAND VALLEY	35.00
161815	WELLS FARGO CARD SERVICES INC	52.25
161816	WILLCUTT, CRAIG	50.00
161817	WILLDAN FINANCIAL SERVICES	20,797.39
9006108	CA. ST. EMPLOYMENT DEV. DEPT.	15,023.43
9006109	CALPERS 457 PLAN - 450260	13,481.15
9006110	CA. ST. PUBLIC EMPLOYEES	77,496.17
9006111	WELLS FARGO BANK	600.00

City of Banning
Warrant List October 2017

Warrant Number	Vendor Name	Warrant Amount
9006112	WELLS FARGO BANK	303,304.38
9006113	CA. ST. EMPLOYMENT DEV. DEPT.	18,239.64
9006114	INTERNAL REVENUE SERVICE	127,827.84
9006115	TASC	5,214.95
9006116	WELLS FARGO BANK	600.00
9006117	CALPERS 457 PLAN - 450260	35,790.36
9006118	CA. ST. PUBLIC EMPLOYEES	79,705.94
9006119	WELLS FARGO BANK	361,446.40
9006120	CA. ST. EMPLOYMENT DEV. DEPT.	22,133.44
9006121	INTERNAL REVENUE SERVICE	147,842.44
9006122	TASC	5,551.48
9006123	WELLS FARGO BANK	10,967.63
9006124	CA. ST. BOARD OF EQUALIZATION	325.00
Grand Total		6,261,687.11

Less Voided / Reissued Checks from Prior Period	-
Less Voided Checks Prior Period	-
Add Payroll Checks	7,173.19
Total Remittance for Month	<u>6,268,860.30</u>

ATTACHMENT 3

City of Banning
Warrant List Detail October 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
949	10/5/2017	RIVERSIDE PUBLIC UTILITIES			689-0000-102.12-00	LESS CASH ON HAND BANNING UA WASTEWATER	1,314,962.93
950	10/11/2017	U.S. BANK	708504		689-8000-454.61-02	PRINCIPAL PAYMENT BANNING UA WASTEWATER	(85,079.91)
					689-8000-454.62-02	INTEREST DUE BANNING UA WASTEWATER	170,000.00
					669-0000-102.12-15	LESS CASH ON HAND	111,503.14
951	10/11/2017	U.S. BANK	708501		669-6300-471.61-18	PRINCIPAL PAYMENT	(365,552.54)
					669-6300-471.62-18	INTEREST DUE	730,000.00
952	10/18/2017	GRANDPOINT BANK - ESCROW ACCOUNT	2016-04-01 RET		855-0000-101.19-10	ESCROW ACCOUNT GRANDPOINT BANK RETAINAGE	532,381.26
					855-0000-238.00-00	NON-CURRENT LIABILITIES RETENTION PAYABLE	14,152.36
953	10/31/2017	DEUTSCHE BANK TRUST CO AMERICAS	690		670-0000-151.70-10	BID GUARANTEE CAP & TRADE AUCTION PURCHASE NOV BID	0.00
161470	10/5/2017	ALESHIRE & WYNDER, LLP	43594		700-5300-480.33-04	AUGUST 2017 LEGAL SERVICE	1,445,000.00
			43595		700-5300-480.33-04	AUGUST 2017 LEGAL SERVICE	686.61
			43596		700-5300-480.33-04	AUGUST 2017 LEGAL SERVICE	1,292.97
161471	10/5/2017	ANIXTER, INC	3664763-00		670-0000-131.00-00	WIRE PD NUM 028658	484.88
161472	10/5/2017	ARROW STAFFING SERVICE	101277		001-1900-412.23-27	ROCK, SUSAN W/E 09/16/17	1,093.20
161473	10/5/2017	BANNING CHAMBER OF COMMERCE	58101817		001-1000-411.23-05	ANDRADE - SUNRISE BRKFEST 10/18/2017	15.00
						FRANKLIN - SUNRISE BRKFST 10/18/2017	15.00
						WELCH - SUNRISE BRKFEST 10/18/2017	15.00
161474	10/5/2017	BEAUMONT CHAMBER OF COMMERCE	10/12/2017		001-1200-412.23-05	SOUTHARD - SUNRISE BRKFEST 10/18/2017	15.00
161475	10/5/2017	BEAUMONT DO IT BEST HOME CENTER	446013	028527	001-1000-411.23-05	WELCH, A PASS AREA REGION ECONOMIC	35.00
					001-3600-461.36-00	IRRIGATION PARTS	8.60
					001-3600-461.36-00	IRRIGATION PARTS	3.72
					001-3200-412.30-02	SCREWS/MORTAR SEALANT	38.20
			446023	028527	001-3200-412.30-02	IRRIGATION PARTS	8.60
			446074	028527	001-3600-461.30-15	GRAY MORTAR SEALANT	64.04
			446116	028527	001-3600-461.30-15	IRRIGATION PARTS	12.34
			446121	028527	001-3600-461.30-15	3" MAGNETIC BIT HOLDER	7.32
			446150	028527	001-3200-412.36-00	POP UP SPRINKLER	10.75
			446172	028527	001-3200-412.30-02	HEALTH INSURANCE PREMIUMS OCTOBER 2017	74,336.89
161476	10/5/2017	BLUE SHIELD OF CALIFORNIA	OCTOBER 2017		001-0000-204.31-00	UB CR REFUND 00005380	74.03
161477	10/5/2017	CANLAS JR, ROBERTO P	000093329		001-0000-218.22-22	EYE GLASS REIMBURSEMENT	250.00
161478	10/5/2017	CASTANEDA, SANDRA	EYEWEAR 2018		761-3100-480.25-10	ENERGY ASSISTANCE PROGRAM REBATE SEP 2016- FEB 2017	118.35
161479	10/5/2017	CODY, LINDA	SEP 16 - FEB 17		675-7020-473.42-36	MEALS 2017 WSUTA CONF IN SEASIDE, CA 10/02-10/5	138.00
161480	10/5/2017	COFFEY, BENJAMIN	MEALS 10/02-05		670-7000-473.23-05	MILEAGE TO WSUTA CONF IN SEASIDE, CA 10/02-10/5	429.60
			MILEAGE 10/2-5		700-5040-480.23-07	AUGUST 2017 EMPLOYEE SUPPORT SERVICES	700.00
161481	10/5/2017	COUNSELING TEAM INTERNATIONAL,	40723	028580	451-3600-461.90-69	LIONS PARK EXP. DESIGN	11,612.02
161482	10/5/2017	COZAD & FOX, INC	16693		001-0000-223.26-00	BL# 023075 REFUND - CASP ONLY OWNS 2 PROPERTIES	1.00
161483	10/5/2017	CRANDALL, THERESA	BL023075REFUND		001-0001-306.12-07	BL# 023075 REFUND - ONLY OWNS 2 PROPERTIES	40.00
161484	10/5/2017	DE LA FUENTE, SONIA	MEAL 09/11/2017		001-1400-412.25-06	CITY COUNCIL MEETING	16.00
161485	10/5/2017	DELL MARKETING LP	10181954652	028533	001-2200-421.90-48	DISPATCH & IT COMPUTERS	8,323.82
161486	10/5/2017	DIAZ, ALEJANDRO	COMPUTERLOAN18		001-0000-116.21-00	COMPUTER LOAN	715.00
161487	10/5/2017	ELIZONDO, MARIO	MEAL 08/28/17		670-7000-473.25-06	NO POWER @ 310 W THEODORE	16.00
			MEAL 08/29/17		610-5800-434.25-06	DOWN POWER LINES	32.00
161488	10/5/2017	ESPINOZA, CARLOS	MEAL 09/09/2017	028717	660-6300-471.36-08	COVER ROUTE 5/6 COMBO	36.00
161489	10/5/2017	FERRELLIGAS	1097434974		610-5800-434.25-05	PROPANE	255.61
161490	10/5/2017	FOSTER, SCOTT	MILEAGE 9/29/17	027927	100-4900-431.33-32	TRANSIT & PARATRANSIT PRG DESIGNING INNOVATIVE ORG	79.50
161491	10/5/2017	FOX OCCUPATIONAL MEDICAL CENTER	55361-85564		660-6300-471.33-32	DOT EXAM	35.00
					670-7000-473.33-32	DOT EXAM	35.00
161492	10/5/2017	FRED ALLEN ENTERPRISES, INC	10-3624	028557	702-3800-480.23-49	RADIAL TIRES	14.61
161493	10/5/2017	GALLEGOS, JOHN	BL022161REFUND		702-3800-480.38-52	RADIAL TIRES	304.07
161494	10/5/2017	GAS COMPANY, THE	133924590075P17		001-0000-223.26-00	BL# 022161 REFUND - CASP ONLY OWNS 2 PROPERTIES	1.00
					001-0001-306.12-07	BL# 022161 REFUND ONLY OWNS 2 PROPERTIES	40.00
					600-5100-435.26-06	408 S HATHAWAY ST 08/18/2017 - 09/19/2017	15.78

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161494	4/30/17	GAS COMPANY, THE	19499362408SP17		001-3600-461.26-06	176 E LINCOLN ST 08/21/2017 - 09/20/2017	3.53
					100-4900-431.26-06	176 E LINCOLN ST 08/21/2017 - 09/20/2017	3.52
					660-6300-471.26-06	176 E LINCOLN ST 08/21/2017 - 09/20/2017	7.05
					670-7000-473.26-06	176 E LINCOLN ST 08/21/2017 - 09/20/2017	7.05
					702-3800-480.26-06	176 E LINCOLN ST 08/21/2017 - 09/20/2017	7.05
161495	10/5/2017	HARRISON, TEMBLADOR, HUNGARFOR & HERNANDEZ, LUIS AND ROSALBA	SMARA 2017 BL024543REFUND		001-2800-441.23-05	PATTY NEVINS - SMARA 2017 RIVERSIDE OCT 16, 2017	99.00
161496	10/5/2017				001-0000-223.26-00	BL# 024543 REFUND - CASP BUSINESS DID NOT OPEN	1.00
					001-0001-306.12-07	BL# 024543 REFUND BUSINESS DID NOT OPEN	50.00
					001-2800-311.16-14	BL# 024543 REFUND-HOME OC BUSINESS DID NOT OPEN	205.00
161497	10/5/2017	HOME DEPOT #8987	4973762	028552	001-3200-412.30-02	KNOB, COVER, SCREW TIPS	32.24
					001-3200-412.36-00	KNOB, COVER, SCREW TIPS	3.20
					001-3600-461.30-01	KNOB, COVER, SCREW TIPS	3.76
161498	10/5/2017	HOTEL CONTESSA	4597		001-1200-412.23-05	ALEJANDRO DIAZ- ICMA CONF 10/21-10/24	920.00
161499	10/5/2017	INFOSEND, INC	125728	028650	761-3100-480.23-02	UB BILL SRVCE 9/05-9/08	18.19
					761-3100-480.23-04	UB BILL SRVCE 9/05-9/08	169.22
					761-3100-480.33-11	UB BILL SRVCE 9/05-9/08	31.67
					761-3100-480.23-02	UB BILL SRVCE 9/10-9/15	139.04
					761-3100-480.33-11	UB BILL SRVCE 9/10-9/15	1,222.72
					761-3100-480.23-04	UB BILL SRVCE 9/10-9/15	243.28
					761-3100-480.23-02	UB BILL SRVCE 9/18-9/22	76.44
					761-3100-480.23-04	UB BILL SRVCE 9/18-9/22	644.62
					761-3100-480.33-11	UB BILL SRVCE 9/18-9/22	131.17
161500	10/5/2017	INLAND WATER WORKS SUPPLY CO.	51003569.002		660-0000-131.00-00	1" K SOFT COPPER 60' TUBE PO NUM 028676	316.79
161501	10/5/2017	INNOVATIVE FEDERAL STRATEGIES	072017 082017	028729 028729	001-1000-411.33-11	FEDERAL LOBBYING SERVICES	3,500.00
					001-1000-411.33-11	FEDERAL LOBBYING SERVICES	16.00
161502	10/5/2017	KAWECKI, MICHAEL	MEAL 09/14/2017		001-3200-412.25-06	A/C PROBLEM @ PD	16.00
161503	10/5/2017	KESTER, ELIZABETH	MEAL 09/11/2017		001-2200-421.25-06	WORK BEFORE & AFTER CONF	16.00
			MEAL 09/12/2017		001-2200-421.25-06	WORK BEFORE & AFTER CONF	16.00
			MEAL 09/13/2017		001-2200-421.25-06	WORK BEFORE & AFTER CONF	16.00
			MEAL 09/14/2017		001-2200-421.25-06	WORK BEFORE & AFTER CONF	16.00
			MEAL 09/20/2017		001-2200-421.25-06	WORK BEFORE & AFTER CONF	16.00
161504	10/5/2017	KOVERMAN, LAVON	JAN 17 - JUN 17		675-7020-473.42-36	RADIO UPGRADE	162.22
161505	10/5/2017	LEAGUE OF CALIFORNIA CITIES	JUL 16 - DEC 16 2095		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2017- JUN 2017	198.02
					001-1000-411.23-05	ENERGY ASSISTANCE PROGRAM REBATE JUL 2016- DEC 2016	30.00
					674-7000-473.33-11	ANDRADE, D 09/15/17 GEN LOCC RIVRSDE CNTY MTG	30.00
					674-7000-473.96-32	FRANKLIN, D 09/15/17 GEN LOCC RIVRSDE CNTY MTG	30.00
					674-7000-473.96-33	PETERSON, D 09/15/17 GEN LOCC RIVRSDE CNTY MTG	30.00
					674-7000-473.96-33	WELCH, A 09/15/17 GEN LOCC RIVRSDE CNTY MTG	30.00
161506	10/5/2017	LEIDOS ENGINEERING, LLC	INV-0004245031	027350	674-7000-473.33-11	ENGINEERING SVCS	1,526.40
					674-7000-473.96-32	ENGINEERING SVCS	301.30
					674-7000-473.96-33	ENGINEERING SVCS	578.19
					674-7000-473.96-32	ENGINEERING SVCS	1,415.20
					674-7000-473.96-33	ENGINEERING SVCS	3,526.30
161507	10/5/2017	LOPEZ, LEILA	MEAL 09/11/2017		761-3100-480.25-06	CITY COUNCIL MEETING	16.00
161508	10/5/2017	LYNCH, MIKE	MEAL 09/02/2017		660-6300-471.25-06	READ WELLS/OPERATE SYSTEM	16.00
			MEAL 09/03/2017		660-6300-471.25-06	READ WELLS/OPERATE SYSTEM	16.00
			MEAL 09/04/2017		660-6300-471.25-06	READ WELLS/OPERATE SYSTEM	16.00
			MEAL 09/09/2017		660-6300-471.25-06	READ WELLS/OPERATE SYSTEM	16.00
			MEAL 09/10/2017		660-6300-471.25-06	READ WELLS/OPERATE SYSTEM	16.00
161509	10/5/2017	MCGHEE, KIRK	40835		761-0000-218.22-22	CUST CREDIT CARD CHARGED IN ERROR	297.23
161510	10/5/2017	MERCURY FUELS, INC	2001182		600-5100-435.36-12	AVIATION FUEL	29,074.99
161511	10/5/2017	MUELLER, ROSINA	000053703		001-0000-218.22-22	UB CR REFUND 000050970	1.00
161512	10/5/2017	NGUYEN, NGHIA	BL024739REFUND		001-0000-223.26-00	BL# 024739 REFUN - CASP	50.00
161513	10/5/2017	OFFICE DEPOT	959691001001	028526	001-0001-306.12-07	BL# 024739 REFUND FOR AMANDA SR CTR	105.05

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161513	10/5/2017	OFFICE DEPOT	961822482001	028526	001-4000-461.36-00	TIMECARDS	29.15
161514	10/5/2017	ON TRAC	8670248	028539	001-3000-442.23-04	ENGINEERING SHIPPING	35.90
161515	10/5/2017	ONE SOURCE DISTRIBUTORS	55606865.001		670-0000-131.00-00	LIGHTS PO NUM 028666	24,243.75
161516	10/5/2017	PALOS SPORTS, INC	271441-00		001-0000-201.10-00	SALES TAX	(8.68)
161517	10/5/2017	PARTS AUTHORITY METRO, LLC	91-069171	028705	001-4000-461.36-09	FTBALL FLAGS	138.57
			91-070176	028583	702-3800-480.38-52	BEACON	320.56
			91-070567	028583	702-3800-480.38-52	BULBS	3.62
			91-070671	028583	702-3800-480.38-52	#602 SEAL	2.80
			91-070743	028583	702-3800-480.38-52	#830 EXT WEAR PADS	10.56
			91-070746	028583	702-3800-480.38-52	#830 SEAL	45.03
			22447886	028553	670-7000-473.25-02	EL UNIFORMS	157.19
161518	10/5/2017	PRUDENTIAL-OVERALL SUPPLY	22491473	028553	100-4900-431.25-02	STREET UNIFORMS	15.20
			22491474	028553	001-3600-461.25-02	PARKS UNIFORMS	6.65
			22491475	028553	001-3200-412.25-02	BLDG. MAINT UNIFORMS	5.36
161519	10/5/2017	QUINN COMPANY	PCA00014037	028567	702-3800-480.38-52	HOSE	27.74
161520	10/5/2017	RECORD GAZETTE, THE	00447897	028525	001-2800-441.23-01	PHN MTN. AVE. CHURCH	152.90
161521	10/5/2017	RELIABLE WORKPLACE SOLUTIONS	751208-0	028525	001-4500-412.36-00	WHITE COPY PAPER	817.82
			ARS4391	028568	700-5040-480.36-00	2 PRINTER CARTRIDGES	205.59
161522	10/5/2017	RIVERSIDE, COUNTY OF	AUGUST 2017		001-2200-321.18-06	PARKING CITATION ASSESSMN	96.50
161523	10/5/2017	ROBLES, DIONA FLEMING	COMPUTER LOAN		610-0000-116.21-02	EMPLOYEE COMPUTER LOAN	967.99
			MEAL 09/01/2017		610-5800-434.25-06	COVER ROUTE 5	32.00
			MEAL 09/08/2017		610-5800-434.25-06	DROP VAULTS	16.00
161524	10/5/2017	ROWELL, JOYCE	JAN 17 - JUN 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2017 - JUN 2017	160.21
161525	10/5/2017	SARGEANT, SUSAN	FEB 17 - JUL 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2017 - JUL 2017	180.12
161526	10/5/2017	SEGURA, JENNIFER	WEAPONS LOAN	028681	001-0000-116.21-01	EMPLOYEE GUN LOAN	1,910.93
161527	10/5/2017	SHRED-IT USA, LLC	8122738481		001-4500-412.33-11	CITY HALL SERVICE	108.00
161528	10/5/2017	SHUBIN, DEBORAH	MEAL 09/17/2017		001-2740-442.25-06	SHIFT COVERAGE DISPATCH	16.00
161529	10/5/2017	SILVER & WRIGHT, LLP	22646	028528	700-5300-480.33-04	AUGUST 2017 RECEIVERSHIP ATTORNEY SERVICES	4,220.81
161530	10/5/2017	SMART & FINAL	029502		201-4060-446.36-65	SR CTR PROGRAMS SUPPLIE	54.77
161531	10/5/2017	SMITH, JASON	TRAVEL9/12-15		670-7000-473.23-05	ONTARIO AIRPORT PARKING 09/12/2017 - 09/15/2017	72.00
161532	10/5/2017	SOUTH COAST AIR QUALITY	3161058		680-8000-454.41-04	5949 BRECKENRIDGE - I C E (50-500HP) EM ELEC GEN-DS	378.28
			3164903		680-8000-454.41-04	1769 RIVIERA AVE - I C E (50-500HP) EM ELEC GEN-DI	378.28
			3164904		680-8000-454.41-04	5949 BRECKENRIDGE - FLAT FEE LAST FISCAL YEAR EMMS	127.46
161533	10/5/2017	SOUTHERN CALIFORNIA EDISON	2015215072SEP17		660-6300-471.26-04	1769 RIVIERA AVE - FLAT FEE LAST FISCAL YEAR EMMS	127.46
			2015215098SEP17		660-6300-471.26-04	WELL 9 - 7070 PLANT D-5 AUG 14, 2017 - SEP 13, 2017	35.72
			2196273304SEP17		660-6300-471.26-04	WELL 10 - 7071 PLANT E-5 AUG 14, 2017 - SEP 13, 2017	1,063.10
161534	10/5/2017	STYLE ELECTRIC	14514	028436	673-7000-473.90-15	DEL RITA BOOSTER STATION AUG 14, 2017 - SEP 13, 2017	41.99
161535	10/5/2017	SUEZ BANNING	201731720	028670	680-8000-454.23-38	O&M FEE - SEPT	2,226.40
161536	10/5/2017	SUN LIFE FINANCIAL	OCTOBER 2017		001-0000-204.14-00	LTD- STD INSURANCE OCTOBER 2017	56,533.00
					001-0000-204.30-00	LIFE INSURANCE OCTOBER 2017	5,844.76
					001-0000-204.32-00	DENTAL INSURANCE OCTOBER 2017	4,268.95
					700-5040-480.32-00	FULL & FINAL SETTLEMENT OF LIABILITY CLAIM	9,309.46
161537	10/5/2017	TORRES, CHRISTINA	SETTLEMENT		001-4500-412.23-04	MARKETING PERMIT #10	225.00
161538	10/5/2017	UNITED STATES POSTAL SERVICE	PERMIT #10		005-1210-412.23-04	LONG RANGE PROPERTY MGMT PLAN - LRPMP JUNE 2017	832.50
161539	10/5/2017	URBAN FUTURES INCORPORATED	0617-003		005-1210-412.23-11	LONG RANGE PROPERTY MGMT PLAN - LRPMP AUGUST 2017	60.00
			0817-008		670-7000-473.23-17	TREE TRIM SVCS WE 8/5/17	2,200.00
161540	10/5/2017	UTILITY TREE SERVICE	73N63917	028387	001-0000-116.21-01	EMPLOYEE GUN LOAN	3,598.16
161541	10/5/2017	WALKER, BRIAN	WEAPONS LOAN		001-3200-412.30-02	PLEATED HVAC FILTERS	27.51
161542	10/5/2017	WALTER STANLEY COS, LLC	088242	028640	001-0000-201.10-00	SALES TAX - AMAZON BUS	(2.79)
161543	10/5/2017	WELLS FARGO CARD SERVICES INC	JM 6093 SEP17		001-1300-412.23-01	AMERICAN PLANNING ASSOC SENIOR PLANNER JOB AD BROWN & CALDWELL MANAGEMENT ANALYST-W/WWW WESTERN CITY MAGAZINE SENIOR PLANNER JOB AD	295.00

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161543	10/5/2017	WELLS FARGO CARD SERVICES INC	JMI 6093 SEP17		001-1910-412.36-00	AMAZON BUSINESS PAPERMATE CORRECTION FLUI	38.74
					001-2200-421.23-06	COLT'S MANUFACTURING B CALLAHAN RIFLE ARMORER	500.00
					001-2200-421.36-00	HARRAH'S LAKE TAHOE DEPOSIT - E KESTER 10/22	123.12
					001-2210-421.23-06	SOUTHWEST AIRLINES E. KESTER CONF#1PEUMT	173.95
					001-4000-461.36-09	OFFICEDEPOT.COM LEXAR FLASH DRIVES	73.21
					201-4060-446.36-65	HARRAH'S LAKE TAHOE V HERNANDEZ HOTEL DEPOSIT	123.12
					670-7000-473.23-05	SOUTHWEST AIRLINES V HERNANDEZ CONF#1675T	239.96
						OPENTIP.COM SPORT EQUIPMENT	897.68
						BEST BUY BLUETOOTH MULTIMEDIA BOOM	68.95
						HOTELS.COM COFFEE - WSUTA CONF 10/02	398.97
161544	10/5/2017	WELLS FARGO CARD SERVICES INC	FMI 8976 SEP17		670-7000-473.42-50	SOUTHWEST AIRLINES J STEFFENS CONF#NKBWNW	232.96
						WSUTA - 2017 CONFERENCE B COFFEY REGISTRATION	385.00
						HARBOR FREIGHT TOOLS GIFT CARD - CARL MORRIS	50.00
						RAMONA'S GIFT CARD - CARL MORRIS	50.00
					670-7000-473.45-16	HARBOR FREIGHT.COM MISCELLANEOUS TOOLS	538.50
					680-8000-454.45-16	HARBOR FREIGHT.COM MISCELLANEOUS TOOLS	231.46
					001-1000-411.23-05	SHERATON - SACRAMENTO D ANDRADE EXTRA NIGHT	214.47
						SHERATON - SACRAMENTO D ANDRADE LOCC CONF	643.37
						THE HAVEN 08/22/17 CITY COUNCIL MTG	60.53
						THE HAVEN 9/11/17 CITY COUNCIL MTG	56.13
161545	10/5/2017	WELLS FARGO CARD SERVICES INC	5D 9468 SEP17		001-1200-412.23-03	I C M A - A DIAZ MEMBRSH	1,206.00
					001-1200-412.23-05	FRONTIER AIRLINES - A DIAZ FLIGHT TO ICMA ANNUAL CON	222.91
					001-1200-412.23-06	I C M A - A DIAZ REGISTR ANNUAL CONF 10/21-10/25	730.00
					001-1300-412.41-15	STATER BROS - RETIREMENT CAKE - MARIE & RITA	52.99
					001-1400-412.23-06	LEAGUE OF CA CITIES 2017 CITY CLERKS NEW LAW	475.00
					761-3100-480.23-03	VALLEY-SIERRA.COM S BOUSLOG NOTARY BOND	98.35
					001-1000-411.23-05	SHERATON HOTEL - SAC D FRANKLIN LOCC CONF	428.92
					670-0000-131.00-00	BRACE ARMS PO NUM 028661	299.01
					670-0000-131.00-00	FUSE LINKS PO NUM 028661	189.21
					670-7000-473.42-50	HOBBY LOBBY REIMBURSEMENT FRED MASON RETIREMENT	65.52
161546	10/5/2017	WELLS FARGO CARD SERVICES INC	MIC 1930 SEP17		001-1300-412.23-01	ELECTRIC UTILITY DIRECTOR JOB POSTING	270.00
					702-3800-480.38-52	QUICK LOCK PUSH HOSE	113.14
					702-3800-480.38-52	FLUSH FACE QD	74.44
					660-6300-471.36-08	CYLINDER RENTAL-OXY,NITRO	514.47
					660-6300-471.36-08	CYLINDER RENTAL-OXY,NITRO	482.94
					001-1900-412.23-27	GROUND TRANSPORTATION SAC, CA LOCC 2017 CONF	69.24
					001-1900-412.23-27	ROCK, SUSAN W/E 9/23/17	1,093.20
					001-1900-412.23-27	ROCK, SUSAN W/E 9/30/17	1,093.20
					370-2200-421.26-05	ACCT # 8000-896-0272 SEP 19, 2017 - OCT 18, 2017	374.44
					001-2740-441.26-05	ACCT # 992351038 AUG 12, 2017 - SEP 11, 2017	1,111.22
161547	10/5/2017	WESCO DISTRIBUTION, INC	339795		660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
					660-6300-471.23-32	LOW HEXAVALENT CHROMIUM	80.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	165.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
					660-6300-471.23-32	DISSOLVED SOLIDS	20.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	30.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	165.00
					660-6300-471.23-32	TOTAL DISSOLVED SOLIDS	20.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	120.00
161548	10/5/2017	YOURMEMBERSHIP.COM, INC	R30795288		660-6300-471.23-32	COLIFORMS P/A MMO/MUG	15.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	15.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	165.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	165.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	15.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	15.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	165.00
					660-6300-471.23-32	COLIFORMS P/A MMO/MUG	15.00
161549	10/12/2017	AIR & HOSE SOURCE INC	289177		028744		
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161550	10/12/2017	AIRGAS USA, LLC	9946960762		028744		
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161551	10/12/2017	ANDRADE, DANIELA	9946960762		028744		
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161552	10/12/2017	ARROW STAFFING SERVICE	TRAVEL 9/13-15		028744		
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161553	10/12/2017	AT&T GLOBAL CUSTOMER CARE CENTER	101345		028744		
					028743		
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161554	10/12/2017	AT&T MOBILITY	101418		028744		
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161555	10/12/2017	BARCOCK LABORATORIES, INC	9232351038XSEP17		028636		
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161556	10/12/2017	BANNING POLICE OFFICERS ASSOC	SEPTEMBER 2017		028636		
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161557	10/12/2017	BANNING POLICE OFFICERS ASSOC	SEPTEMBER 2017		028636		
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161558	10/12/2017	BARTON, JUDITH MARGARET	SEPTEMBER 2017		001-4000-461.23-15	INSTRUCTION - YOGA CLASS SEPTEMBER 2017	49.00
161559	10/12/2017	BEAUMONT CHERRY VALLEY WATER	0001722	028527	660-6300-471.27-14	RECHARGE USE@ NOBLE CREEK PHASE 1 AUGUST 2017	9,171.00
161560	10/12/2017	BEAUMONT DO IT BEST HOME CENTER	446264	028527	001-4000-461.36-09	WHIE MARKING PAINT,WAND	72.12
			446489	028527	001-4000-461.36-09	HALLOWEEN FEST SUPPLIES	133.48
			446493	028527	001-4000-461.36-09	HALLOWEEN FEST SUPPLIES	278.26
			446574	028527	001-4000-461.36-03	SMOKE ALARM SR CTR	23.69
161561	10/12/2017	BENHAR, DIANA T	SEPTEMBER 2017		001-4000-461.23-15	INSTRUCTION - ZUMBA CLASS SEPTEMBER 2017	144.90
161562	10/12/2017	CALDERON, SANDRA B	MEAL 10/04/17		001-2800-441.25-06	REGULAR PC MEETING 10/04	16.00
			MILEAGE 10/4/17		001-2800-441.25-05	DELIVER PC AGENDA PACKETS FOR REG PC MEETING 10/04	10.70
161563	10/12/2017	CALIFORNIA LAW ENFORCE ASSN	OCTOBER 2017		001-0000-204.80-13	DELIVER LTD PREMIUMS FOR OCTOBER 2017	686.00
161564	10/12/2017	CALIFORNIA LAW ENFORCEMENT ASSOC	LAW, A 10/18/17		001-2200-421.23-06	POLICE LAM - CLEARS MTG 10/18/17 BASIC EXCEL	20.00
161565	10/12/2017	CENTER ELECTRIC	8564	028651	660-6300-471.45-06	COB/WELL 8-PUMP REPAIR	510.64
			8565	028651	660-6300-471.45-06	COB/SCADA-LAKE LEVELS	510.64
161566	10/12/2017	CHACON, ARTHUR	TRAVEL 10/04-06		001-2740-442.23-05	PARKING - CACEO SEMINAR RENAISSANCE PALM SPRINGS	34.00
161567	10/12/2017	COLONIAL INSURANCE	3229614-1001582		001-0000-204.30-00	TERM LIFE PREMIUMS SEPTEMBER 2017	1,431.26
					001-0000-204.80-02	CANCER PREMIUMS FOR SEPTEMBER 2017	2,002.66
					001-0000-204.80-03	UNIVERSAL LIFE INSURANCE SEPTEMBER 2017	2,908.30
					001-0000-204.80-09	ACCIDENT PREMIUMS FOR SEPTEMBER 2017	3,184.21
					001-0000-204.80-11	SUPPLEMENTAL DISABILITY SEPTEMBER 2017	6,004.88
					001-0000-204.80-12	CRITICAL ILLNESS PREMIUMS SEPTEMBER 2017	1,694.12
					001-0000-204.80-16	HOSPITAL CONFINEMENT PREM SEPTEMBER 2017	1,344.12
161568	10/12/2017	DANGELO CO	51314746.001		660-0000-131.00-00	GASKET RINGS 8", UNION PO NUM 028707	310.33
			51314791.002		660-0000-131.00-00	ANGLE METER STOPS PO NUM 028687	4,413.55
			51314826.001		660-0000-131.00-00	COUPLINGS, ADAPTERS PO NUM 028687	891.69
			51314826.002		660-0000-131.00-00	1" COUPLINGS PO NUM 028687	414.14
161569	10/12/2017	DIAZ, ALEJANDRO	MEALS 10/21-25	028538	700-5040-480.33-11	ICMA CONFERENCE 10/22-25 SAN ANTONIO, TEXAS	160.00
161570	10/12/2017	EMPLOYMENT RISK MANAGEMENT	ERWA-00334		001-1200-412.23-05	AMOUNT OWED TO SATISFY SELF-INSURED RETENTION	7,318.55
161571	10/12/2017	FEDEX	5-896-92047		001-2200-421.23-04	CODE ENFORCEMENT SHIPPING	21.01
161572	10/12/2017	FRANKLIN, DEBBIE	TRAVEL 9/13-15		001-1000-411.23-05	2017 LOCC CONFERENCE IN SACRAMENTO, CA	0.55
161573	10/12/2017	FRONTIER COMMUNICATIONS	2090560495OCT17		001-4500-412.26-05	ACCT # 209-056-0495 SEP 28,2017 - OCT 27,2017	918.20
			9518493266OCT17		001-4500-412.26-05	ACCT # 951-849-3266 SEP 28,2017 - OCT 27,2017	244.54
			9518498256SEP17		001-2200-421.26-05	ACCT # 951-849-8256 SEP 16,2017 - OCT 15,2017	933.24
			10333846	028310	761-3100-480.23-43	OCTOBER 2017 COURIER SRV	568.77
161574	10/12/2017	GARDA CL WEST INC	MEALS 10/22-27		001-2210-421.23-06	ANNUAL RIMS USERS CONF HARRAHS LAKE TAHOE	188.00
161575	10/12/2017	HERNANDEZ, VICKIE MARIE	020848-IN	028745	702-3800-480.38-52	SANDBLAST HEAD	329.21
161576	10/12/2017	HYDRO TEK SYSTEMS, INC.	SEPTEMBER 2017		001-0000-204.53-00	GEN/UTILITY UNION DUES FOR SEPTEMBER 2017	7,524.13
161577	10/12/2017	I.B.E.W. LOCAL 47	SEPTEMBER 2017		001-0000-204.80-01	PAC DUES FOR SEPTEMBER 2017	61.00
161578	10/12/2017	I.B.E.W. LOCAL 47 (PAC)	201711013		001-0000-204.80-10	PAYROLL SUMMARY	2,023.42
161579	10/12/2017	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20171013		001-0000-204.16-00	PAYROLL SUMMARY	1,349.86
161580	10/12/2017	ICMA RETIREMENT TRUST 457	20171013		660-0000-131.00-00	SCREW PLUGS 5/8" & 1" PO NUM 028708	233.01
161581	10/12/2017	INLAND WATER WORKS SUPPLY CO.	51004221.002	028748	148-2216-421.30-05	MODIFY WEAPON RACK	7.46
161582	10/12/2017	INNOVATIVE EMERGENCY EQUIPMENT	2124	028748	148-2216-421.90-52	MODIFY WEAPON RACK	280.59
			2125	028748	148-2216-421.30-05	MODIFY WEAPON RACK	7.46
			2126	028748	148-2216-421.90-52	MODIFY WEAPON RACK	280.59
			2127	028748	148-2216-421.30-05	MODIFY WEAPON RACK	7.24
			2128	028748	148-2216-421.90-52	MODIFY WEAPON RACK	272.19
			2129	028748	148-2216-421.30-05	UNIT # 4 WIRE UP NEW LOCK	1.34
			2130	028748	148-2216-421.30-05	UNIT # 4 WIRE UP NEW LOCK	50.56
					148-2216-421.90-52	UNIT #50 SWAP OUT	9.47
					148-2216-421.30-05	UNIT #30 INSTALL GUN RACK	356.16
					148-2216-421.90-52	UNIT #30 INSTALL GUN RACK	9.47
					148-2216-421.30-05	UNIT #27 INSTALL GUN RACK	356.16
					148-2216-421.90-52	UNIT #27 INSTALL GUN RACK	9.47
					148-2216-421.30-05	UNIT#32 INSTALL GUN RACK	9.47
					148-2216-421.90-52	UNIT#32 INSTALL GUN RACK	356.16

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161583	10/12/2017	KESTER, ELIZABETH	MEALS 10/22-27		001-2200-421.23-06	ANNUAL RIMS USERS CONF HARRAHS LAKE TAHOE	188.00
161584	10/12/2017	LJ & L PARTY SUPPLY	9/15/2017	028728	001-4000-461.32-05	JUMPERS FOR HALLOWEEN FES	100.00
161585	10/12/2017	LEIDOS ENGINEERING, LLC	INV-0004307189	027350	674-7000-473.96-32 674-7000-473.96-33	ENGINEERING SVCS ENGINEERING SVCS	167.61 448.22
161586	10/12/2017	LIEBERT CASSIDY WHITMORE	2925	028535	001-1900-412.23-06	CALPERS WEBINAR 10/19/17 C STAFFORD & M CASTRO	140.00
161587	10/12/2017	LITHOPASS PRINTING, FORMS,	45275	028535	670-7000-473.36-00	COFFEY BUS CARDS	43.10
161588	10/12/2017	MARTINEZ, PHYLLIS	93181-4260	028535	001-4000-461.23-02	FALL ACTIVITES FLIERS	344.80
161589	10/12/2017	MOYER, GEORGE	TRAVEL 9/13-15		761-0000-218.22-22	DEPOSIT REFUND OF ACCT # 93181-2272	175.00
161590	10/12/2017	NATIONWIDE RETIREMENT SOLUTIONS	20171013		001-1000-411.23-05	HOTEL-2017 LOCC CONF IN SACRAMENTO, CA	372.92
161591	10/12/2017	OFFICE DEPOT	96f099831001	028526	001-0000-204.16-00	PAYROLL SUMMARY	3,183.39
			965112186001	028526	001-1900-412.36-00	CHAIR MAT	237.04
			965112288001	028526	001-1900-412.36-00	OFFICE SUPPLIES FOR ASD	7.51
161592	10/12/2017	PARKHOUSE TIRE, INC.	2030159564	028549	702-3800-480.23-49	STOCK TIRES	48.24
					702-3800-480.38-52	STOCK TIRES	8.75
161593	10/12/2017	PARS	20171013	028583	001-0000-204.25-00	PAYROLL SUMMARY	664.75
161594	10/12/2017	PARTS AUTHORITY METRO, LLC	91-071488	028583	702-3800-480.38-52	#23 TOUCH G/P ENAMEL	453.34
161595	10/12/2017	PETERSON, DON	TRAVEL 9/13-15		001-1000-411.23-05	HOTEL-2017 LOCC CONF IN SACRAMENTO, CA / VALET	6.70
161596	10/12/2017	POLICEONE.COM	14039	028553	001-2200-421.23-06	DEREK THESIER TUITION TASER RE-CERTIFICATION	225.00
161597	10/12/2017	PRE-PAID LEGAL SERVICES, INC	SEPTEMBER 2017	028553	001-0000-204.80-07	RICK YOUNGBLOOD TUITION TASER RE-CERTIFICATION	327.88
161598	10/12/2017	PRO-MOTORS COLLISION REPAIR	001312	028690	702-3800-480.30-05	PRE PAID LEGAL PREMIUMS SEPTEMBER 2017	2,761.36
161599	10/12/2017	PRUDENTIAL OVERALL-SUPPLY	22447843	028553	660-6300-471.25-02	#315 COLLISION REPAIR	69.75
			22447845	028553	680-8000-454.25-02	UNIFORMS - WATER	15.00
			22447849	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	55.77
			22447883	028553	610-5850-434.25-02	UNIFORM SERVICE	4.93
			22458063	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
			22458064	028553	660-6300-471.25-02	UNIFORMS - WATER	50.00
			22458065	028553	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
					610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	55.77
			22484170	028553	610-5850-434.25-02	UNIFORM SERVICE	4.93
			22484172	028553	660-6300-471.25-02	UNIFORMS - WATER	50.00
			22487635	028553	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22487636	028553	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22487659	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
			22487660	028553	670-7000-473.25-02	EL UNIFORMS	157.19
			22491452	028553	660-6300-471.25-02	UNIFORMS - WATER	70.00
			22491453	028553	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22491476	027959	761-3110-480.25-02	FSR UNIFORMS	26.23
			22495018	028553	660-6300-471.25-02	UNIFORMS - WATER	50.00
			22495019	028553	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22495020	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	55.77
161600	10/12/2017	RELIABLE WORKPLACE SOLUTIONS	AR54464		610-5850-434.25-02	UNIFORM SERVICE	4.93
			AR54465		001-2200-421.30-06	B/W & COLOR COPIES W793P102594 & W795P402369	44.07
			AR54467		001-2200-421.30-06	B/W & COLOR COPIES E183MA10503	204.33
161601	10/12/2017	SAMPSON, LAURIE	016912		001-2200-421.30-06	B/W & COLOR COPIES W794P900072	8.85
			370326		001-0000-223.12-00	STATE OF CITY ADDRESS FOOD REIMBURSEMENT	35.94
161602	10/12/2017	SAN BERNARDINO PUBLIC EMPLOYEES	SEPTEMBER 2017		001-0000-204.51-00	STATE OF CITY ADDRESS FOOD REIMBURSEMENT	21.27
					001-0000-204.51-00	SBPEA DUES FOR SEPTEMBER 2017	620.90

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161603	10/12/2017	SAN GORGONIO PASS WATER AGENCY SCOTTSDALE MARRIOTT SUITES OLD	17-00152		660-6300-471.27-14	PURCHASE OF STATE PROJ WATER - SEPT 2017	50,403.00
161604	10/12/2017	SCOTTSDALE MARRIOTT SUITES OLD TOWN	95203360		001-2200-421.23-06	DEREK THESIER HOTEL TASER RE-CERTIFICATION	141.26
161605	10/12/2017	TOWN	95201247		001-2200-421.23-06	RICK YOUNGBLOOD HOTEL TASER RE-CERTIFICATION	153.26
161606	10/12/2017	SMART & FINAL	021633		610-5800-434.36-07	TNOW MTG PO # 28528	18.42
161607	10/12/2017	SMITH, LOIS E	SEPTEMBER 2017		001-4000-461.23-15	INSTRUCTION -GUITAR CLASS SEPTEMBER 2017	140.00
161608	10/12/2017	THESIER, DEREK	MEALS 10/18-20		001-2200-421.23-06	PEPPERBALL INSTRUCTOR/ ARMORER CERTIFICATION	80.00
161609	10/12/2017	TIME WARNER CABLE	CITYHALL10/2017		001-2060-446.26-09	99 E RAMSEY ST ACCT # 8448410810051007	73.31
			COMIMICTR 10/2017		001-2060-446.26-09	125 N SAN GORGONIO AVE ACCT # 8448410810014070	10.44
			PD 10/2017		001-2200-421.23-09	178 E RAMSEY ST - OCT 2017 ACCT 8448410810014567	87.13
161610	10/12/2017	U.S. BANK	SR CTR 10/2017		001-2060-446.26-09	769 N SAN GORGONIO AVE ACCT# 8448410810022933	10.44
			4767427		669-6300-471.65-08	WATER ENTERPRISE BOND ADMIN FEES SERIES 2015	2,475.00
			4767474		678-7000-473.65-08	ELECTRIC ENTERPRISE BOND ADMIN FEES SERIES 2015	2,475.00
161611	10/12/2017	UNDERGROUND SERVICE ALERT	920170039		100-4900-431.30-13	DIG ALERTS OCT 2017	25.33
					660-6300-471.45-08	DIG ALERTS OCT 2017	25.33
					670-7000-473.45-02	DIG ALERTS OCT 2017	25.34
161612	10/12/2017	UNITED WAY OF THE INLAND VALLEY	20171013		001-0000-204.60-00	PAYROLL SUMMARY	35.00
161613	10/12/2017	UTILITY TREE SERVICE	78829217	028387	670-7000-473.23-17	TREE TRIM SVCS WE 9/16/17	16.00
			78459617	028387	670-7000-473.23-17	TREE TRIM SVCS WE 9/23/17	16.00
161614	10/12/2017	VERIZON WIRELESS	9793499183		001-2740-442.26-05	ACCT# 570653806-00002 AUG 27,2017 - SEP 26,2017	76.02
161615	10/12/2017	WARE, KENNETH	MEAL 9/11/17		610-5800-434.25-06	MOVING BUSES/COVERAGE CLL	16.00
			MEAL 9/19/17		610-5800-434.25-06	MTG W/HEIDI MOVING BUSES FOR CNG	16.00
			MEAL 9/20/17		610-5800-434.25-06	COVER ROUTE # 6	16.00
161616	10/12/2017	WATERLINE TECHNOLOGIES, INC	5391242	028710	001-4010-461.30-06	POOL REPAIRS	16.00
161617	10/12/2017	WELCH, ART	TRAVEL 9/13-15		001-1000-411.23-05	HOTEL -2017 LOCC CONF IN SACRAMENTO, CA / PARKG	2,994.31
161618	10/12/2017	WELDON'S SUPPLY AND STEEL	56623	028720	702-3800-480.38-52	#23 BODY REPAIR PARTS	436.92
161619	10/12/2017	WILLDAN FINANCIAL SERVICES	010-35801		375-4900-421.33-19	FAIR OAKS RANCH AD#2004-1 OCT 2017 - DEC 2017	88.73
161620	10/12/2017	YOUNGBLOOD, RICHARD	MEALS 10/18-20		001-2200-421.23-06	PEPPERBALL INSTRUCTOR/ ARMORER CERTIFICATION	763.59
161621	10/19/2017	ADVANCE REFRIGERATION & ICE	4387-103	028726	660-6300-471.89-56	WATER-ICE MACHINE	80.00
					680-8000-454.89-56	WATER-ICE MACHINE	2,965.75
161622	10/19/2017	AIR & HOSE SOURCE INC	294514	028744	660-6300-471.45-16	HOSE,COUPLER,CLAMP	889.88
161623	10/19/2017	AIRGAS USA, LLC	9946960761	028743	670-7000-473.45-05	NITROGEN	108.29
161624	10/19/2017	ALBERT A. WEBB ASSOCIATES	174411	028390	001-3000-442.33-53	TRAFFIC SURVEY	169.75
161625	10/19/2017	ALL STAR ELITE SPORTS	1319	028723	001-4000-461.25-02	HALLOWEEN FEST	1,700.00
161626	10/19/2017	AMERICAN CAPITAL ENT, INC	AUG 2017		761-3100-480.23-13	COLLECTION FEES AUGUST 2017	99.44
161627	10/19/2017	ARB INC	000094011		001-0000-218.22-22	UB CR REFUND-FINALS 000054482	387.13
161628	10/19/2017	ARROW STAFFING SERVICE	101276		673-7000-473.95-31	COLLINS, AMANDA W/E 9/16/ SMART METER REPLACEMENT	227.61
			101344		673-7000-473.95-31	HAWKES, ROBERTA W/E 9/23 SMART METER REPLACEMENT	791.20
			101397		673-7000-473.95-31	HAWKES, ROBERTA W/E 9/23 SMART METER REPLACEMENT	912.00
161629	10/19/2017	ARTISTIC MAINTENANCE, INC.	0021228-IN	028752	111-4900-432.30-01	LMD IRRIGATION REPAIRS	135.11
			0156639-IN	028752	111-4900-432.23-29	LMD MAINTENANCE	5,120.00
			0157172-IN	028752	111-4900-432.23-29	LMD MAINTENANCE	5,120.00
			0157579-IN	028752	111-4900-432.23-29	LMD MAINTENANCE	5,120.00
			0158194-IN	028706	001-2200-421.23-29	CITY PROP LANDSCAPE MAINT	590.00
					001-3200-412.23-29	CITY PROP LANDSCAPE MAINT	700.00
					001-4000-461.23-29	CITY PROP LANDSCAPE MAINT	213.90
					001-4010-461.23-29	CITY PROP LANDSCAPE MAINT	208.32
					001-4050-461.23-29	CITY PROP LANDSCAPE MAINT	213.94
					100-4900-431.23-29	CITY PROP LANDSCAPE MAINT	1,500.00
					610-5800-434.23-29	CITY PROP LANDSCAPE MAINT	213.84
161630	10/19/2017	ASBURY ENVIRONMENTAL SERVICES DBA	1500-00248054	028702	702-3800-480.23-49	WASTE OIL RECYCLING	55.00
161631	10/19/2017	ASPEN ENVIRONMENTAL GROUP	3394.001-01	028578	002-2800-441.33-05	PEER REVIEW - BDC	18,618.03

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161632	10/19/2017	AT&T CALNET 2	000010314426		001-2200-421.26-05	BAN # 9991060200 09/01/2017 - 09/30/2017	392.13
161633	10/19/2017	AUTOMATED GATE SERVICES, INC.	119927	028742	670-7000-473.30-02	YARD GATE DIAGNOSIS	218.00
161634	10/19/2017	AVERY, ALEXANDRA	TRAVEL 9/24-29		001-2210-421.23-06	FLIGHT - INTERNET CRIMES CAR RENTAL / DINUBA CA	1,075.40
161635	10/19/2017	BABCOCK LABORATORIES, INC	B170039-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
161636	10/19/2017	BARBERA, JOSEPH & ROSALBA	0000900111		001-0000-218.22-22	UB CR REFUND-FINALS 000021930	160.25
161637	10/19/2017	BEAR COMMUNICATIONS, INC	4629129	028711	001-2200-421.30-08	APX MOTOROLA SOFTWARE DL	322.17
161638	10/19/2017	BEAUMONT DO IT BEST HOME CENTER	446253	028527	600-5100-435.30-02	DOOR KNOB, FLUOR TUBE	46.31
			446372	028527	001-3600-461.30-16	IRRIGATION PARTS	5.84
			446388	028527	001-3600-461.30-01	22-10 AWG JAR CONNECTOR	12.70
			446668	028527	001-3200-412.30-01	FLEXIBLE SKIMMER, SCREWS, ADHESIVE	11.08
			446696	028527	001-4000-461.36-03	JANITORIAL SUPPLIES	25.69
			446707	028527	702-3800-480.38-52	3V MEDIUM BATTERY	10.32
			446715	028527	001-3200-412.30-02	PARTS	12.02
			446729	028527	702-3800-480.30-06	RAMP REPAIR SUPPLIES	119.59
			446781	028527	001-3600-461.30-01	1/8 X CL BRASS NIPPLE	9.45
			446819	028527	001-3200-412.30-02	CAULK/TAPE	28.63
			446847	028527	001-3200-412.30-02	AIR FILTER	9.24
			446866	028527	001-3600-461.30-01	GALVANIZED DECK SCREWS	31.24
			446889	028527	001-3600-461.30-02	CLEANING PRODUCTS	13.12
			446890	028527	690-9600-453.41-46	CLEANING PRODUCTS	13.99
			446905	028527	001-4000-461.36-09	PAINT FOR FLAG FTBALL	44.11
			446922	028527	001-3200-412.30-02	CLEANING SUPPLIES	25.39
161639	10/19/2017	BEAUMONT SAFE & LOCK	68027	028570	690-9600-453.41-46	PROPANE,BULKY ITEM DAY	43.08
			68448	028570	761-3100-480.30-06	REPAIR SAFE	64.00
			68481	028570	702-3800-480.38-52	FORD TRNSPONDER DUPLICATE	94.82
161640	10/19/2017	BUYS, ROBERT	000091327		001-4000-461.36-00	KEYS	11.31
161641	10/19/2017	CA. ST. DEPT. OF CONSERVATION	2017 QTR 3		001-0000-218.22-22	UB CR REFUND-FINALS 000004430	70.26
		CALIF BUILDING STANDARDS	2017 QTR 3		001-2700-442.41-28	SMIP FEES / 3RD QTR 2017 JULY - SEPTEMBER 2017	1.27
161642	10/19/2017	COMMISSION	2017 QTR 3		001-0000-223.25-00	CA BUILDING STANDARDS 3RD QTR FEES	140.40
161643	10/19/2017	CALIFORNIA, STATE OF	260431		001-2200-421.33-94	SEPTEMBER 2017 LIVE SCANS FEES	1,334.00
161644	10/19/2017	CAMPA, ERIC	MEALS 11/1-3		001-2200-421.23-06	DUJ TRAINING @ FRANK BLAND TC 11/01-11/03	36.00
161645	10/19/2017	CANON FINANCIAL SERVICES, INC	17742207	028697	001-4000-461.32-06	COPIER LEASES	82.99
					001-4500-412.32-06	COPIER LEASES	475.44
					148-2215-421.32-06	COPIER LEASES	101.99
					610-5800-434.32-06	COPIER LEASES	82.99
					660-6300-471.32-06	COPIER LEASES	149.84
					670-7000-473.32-06	COPIER LEASES	178.65
					703-3700-480.30-19	COPIER LEASES	134.10
					761-3100-480.32-06	COPIER LEASES	103.73
161646	10/19/2017	CAROLLO ENGINEERS	0160968	028259	661-6300-471.90-78	INTEGRATED MASTER PLNA	42,146.70
					662-6300-471.90-10	INTEGRATED MASTER PLNA	33,823.94
					681-8000-454.50-78	EXTREMELY SHORT STAFFED	37,418.37
					761-3100-480.25-06	1 YEAR VIRUS UPDATES	16.00
161647	10/19/2017	CASSADAS, ERICA	JWZ9795	028524	703-3700-480.30-17	1 YEAR BARRACUDA	1,314.98
161648	10/19/2017	CDW GOVERNMENT, INC	JXH7687	028524	703-3700-480.30-17	2 DELL PC'S 1 STARTECH VG	1,089.00
			KGC1160	028524	761-3100-480.89-48	STARTECH MST HUB	79.35
			KHC9991	028524	001-1200-412.89-48	DUAL MONITORS,STAND	460.15
			KHG4071	028524	001-1200-412.89-48	COMP. TOWER	699.98
			KHK3513	028524	001-1200-412.89-48	3 YEAR MAINT AGREEMENT	45.93
			KJC4404	028524	001-0000-218.22-22	UB CR REFUND-FINALS 000019624	3.86
161649	10/19/2017	CEBALLOS &, BRIONNA	000092301		001-3000-442.33-53	ON CALL ENG. SERVICES	2,430.50
161650	10/19/2017	CHARLES ABBOTT ASSOCIATES, INC	57440	028250			

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161651	10/19/2017	CHERRY VALLEY REALTY	000070725		001-0000-218.22-22	UB CR REFUND-FINALS 000015396	106.76
161652	10/19/2017	CITRIX SYSTEMS, INC	91829047	028693	703-3700-480.30-17	CITRIX XENSERVR CSS	904.00
161653	10/19/2017	COFFEY, BENJAMIN	MEAL 10/05/17		670-7000-473.25-06	TRAVEL TIME WSUTA CONF	16.00
161654	10/19/2017	CONSOLIDATED ELECTRICAL	0954-452630	028683	001-3200-412.30-02	SQUARE BOX, BLANK COVER	4.44
			0954-456216	028683	001-3200-412.30-02	FB32T8TL U-BENT FLRS LAMP	149.50
			0954-457838	028683	001-3200-412.30-02	F00031 U-BENT FLRS. LAMPS	149.50
			0954-458341	028683	001-3200-412.30-02	15 AMP GFI 125 V	274.76
			0954-458529	028683	600-5100-435.30-01	CH S/O MOD LIGHTS RUNWAY LIGHTS	195.03 622.45
161655	10/19/2017	CORELOGIC INFORMATION SOLUTIONS INC	81823804	028597	001-2700-442.23-33	JULY 2017 METROSCAN SRVC	100.00
			81831389	028597	001-2740-442.23-33	CODE ENFC-METROSCAN JUL17	50.00
			81836426	028597	001-2700-442.23-33	AUG. 2017 METROSCAN SRVC	100.00
					001-2740-442.23-33	CODE ENFC-METROSCAN AUG17	50.00
					001-3000-442.30-17	ENG METROSCAN ACCESS	66.68
161656	10/19/2017	CYBERTIME NETWORK COMMUNICATIONS	1534-1704		660-6300-471.26-07	CITY WIDE BACKBONE SYSTEM 04/01/2016 - 06/30/2016	5,700.00
161657	10/19/2017	DANGELO CO	51314791.001	028548	660-0000-131.00-00	METER STOPS, VALVES, LIDS PO NUM 028687	12,213.04
161658	10/19/2017	DANIELS TIRE SERVICE	230105762	028548	702-3800-480.23-49	TIRE DISPOSAL FEES	84.00
			230105879	028548	702-3800-480.23-49	TIRE DISPOSAL FEES	18.50
			230106107	028548	702-3800-480.23-49	TIRE DISPOSAL FEES	44.00
161659	10/19/2017	DE LA FUENTE, SONJA	MEAL 9/26/2017		001-1400-412.25-06	COUNCIL MEETING	16.00
161660	10/19/2017	DE SANTE, MARIA	00094557		001-0000-218.22-22	UB CR REFUND-FINALS 000007652	5.42
161661	10/19/2017	DIAZ, ALEJANDRO	091747		001-2200-421.41-92	OPAL SINGLETON PRESENTATN REFRESHMENTS 10/12/2017	57.65
			ARCCOPS 9/28		001-2200-421.36-00	ARCCOPS MEETING REFRESHMENTS 9/28/2017	58.67
			HOTEL 10/8-9		001-2200-421.23-05	STILLWELL HOTEL LOS ANGEL MEDIATION ATTENDANCE	133.38
			PARKING 10/09		001-2200-421.23-05	GASCO TOWER PARKING MEDIATION ATTENDANCE	8.00
					001-1200-412.23-05	UNITED VALET PARKING MEDIATION ATTENDANCE	18.00
					001-1200-412.23-05	ONTARIO SUNRISE PARKING LOCC CONF 9/15/2017	9.75
					001-1200-412.23-05	WRCOG MEETING PARKING RIVERSIDE, CA 10/02/2017	4.00
161662	10/19/2017	DIAZ, RICHARD D	EYEWEAR REIMB18		670-7000-473.25-10	2018 EYEWEAR REIMBURSEMENT UTILITY MOU	183.18
161663	10/19/2017	DRAKE, CHRISTA	00093231		001-0000-218.22-22	UB CR REFUND-FINALS 000015168	81.79
161664	10/19/2017	DUARTE, DELIA	000994611		001-0000-218.22-22	UB CR REFUND-FINALS 000015906	44.72
161665	10/19/2017	ENVIRONMENTAL KLEAN-UP DBA	2017-1307	028599	001-2740-442.23-39	WEED ABATE APN540-162-005	496.80
161666	10/19/2017	FASTENAL	CABAN7839		100-4900-431.25-02	UNIFORMS PO 028747	164.60
161667	10/19/2017	FEDEX	5-945-92433	028538	670-7000-473.23-04	POSTAGE	26.76
161668	10/19/2017	FLAMINGO'S EVENT PLANNER	10282017		001-4000-461.32-05	DELIVERY & SET UP -TENTS (4)/HALLOWEEN FEST EVENT	120.00
161669	10/19/2017	FLEET SERVICES INC	5271920032	028749	702-3800-480.38-52	QUARTER FENDER, FLAP MINIMIZER FAST FLAP	352.49
			5271940011	028749	702-3800-480.38-52	EXTENDED LIFE AFC	100.60
			5272010027	028749	702-3800-480.38-52	PUSH LOCK CONNECTOR	14.71
			5272220001	028749	702-3800-480.38-52	14" BLACK CABLE TIES	14.04
			5272220006	028749	702-3800-480.38-52	MUD FLAPS, CHECK VALVE,TU	228.97
			5272220026	028749	702-3800-480.38-52	NYLON AIR BRAKE	20.47
			5272480006	028749	702-3800-480.38-52	45 DEG MALE ELBOW	30.97
			5272560055	028749	702-3800-480.38-52	#337 LED BEACON	165.13
			5272570033	028749	702-3800-480.38-52	LED BEACON	165.13
			5272610027	028749	702-3800-480.38-52	#222 CHECK VALVE KIT	82.40
			5272690027	028749	702-3800-480.38-52	AIR DRYER PURGE VALVE	230.14
			5272760019	028749	702-3800-480.38-52	#221 SW DUAL CIR.	78.53
161670	10/19/2017	FOSTER, SCOTT	MILEAGE 10/05		001-4000-461.25-05	SCMAF TRAINING - DIAMOND BAR / OCT 5,2017	65.44
161671	10/19/2017	FRONTIER COMMUNICATIONS	9517695052OCT17		001-4500-421.26-05	ACCT # 951-769-5052 10/04/2017 - 11/03/2017	61.08
			9518494533OCT17		001-2200-421.26-05	ACCT # 951-849-4533 10/04/2017 - 11/03/2017	47.20
			9518496777OCT17		001-2200-421.26-05	ACCT # 951-849-6777 10/01/2017 - 10/31/2017	102.44
			9519226262OCT17		001-4500-412.26-05	ACCT # 951-922-0262 10/04/2017 - 11/03/2017	111.28

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161671	10/19/2017	FRONTIER COMMUNICATIONS	9519223201OCT17		001-4500-412.26-05	ACT # 951-922-3201 10/01/2017 - 10/31/2017	318.49
			9519223201SEP17		001-4500-412.26-05	ACT# 951-922-3201 SEP 01,2017 - SEP 30,2017	308.05
161672	10/19/2017	GAS COMPANY, THE	12662493001OCT17		001-2400-422.26-06	3900 W WILSON ST 09/06/2017 - 10/05/2017	18.89
161673	10/19/2017	GENNARELLI, JEANNE	000093145		001-0000-218.22-22	UB CR REFUND-FINALS 000008210	63.24
161674	10/19/2017	GOMEZ, MANUEL	000094717		001-0000-218.22-22	UB CR REFUND-FINALS 000023690	63.77
161675	10/19/2017	GREEN BAY COAST LLC	000094347		001-0000-218.22-22	UB CR REFUND-FINALS 000018520	124.97
161676	10/19/2017	GUO, LANTAO	000094715		001-0000-218.22-22	UB CR REFUND-FINALS 000008614	118.63
161677	10/19/2017	H & L CHARTER CO, INC	15789	028673	201-4060-446.42-06	SR CTR BUS TRIP	1,400.00
161678	10/19/2017	HAWLEY, CAMERON	MEAL 9/29/2017		570-7000-473.25-06	2010 E WESTWARD AVE RE-ENERGIZED LINE	16.00
161679	10/19/2017	HEADLEY, MARTIN	AUG 16 - JAN 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 16 - JAN 17	167.44
161680	10/19/2017	HERNANDEZ, LYNNAE & TIMOTHY	000095425		001-0000-218.22-22	UB CR REFUND-FINALS 000023298	128.78
161681	10/19/2017	HOME DEPOT #8987	2973859		600-5100-435.30-02	PASS LEVER, SILICONE	45.10
			5023186		660-6300-471.30-15	IMPACT KITS, SOCKETS, LIN	75.63
					670-7000-473.45-16	IMPACT KITS, SOCKETS, LIN	397.38
			8974444		001-3200-412.30-02	FILTERS	14.48
			9974393		001-3200-412.30-02	BALLAST/STRAP	102.38
		IRON MOUNTAIN INFORMATION					
161682	10/19/2017	MGMT, LLC	201392751	028694	703-3700-480.33-11	OFFSITE MEDIA STORAGE	426.99
			201411316	028694	703-3700-480.33-11	OFFSITE MEDIA STORAGE	367.90
161683	10/19/2017	JAN SCARLET MANAGMENT, LLC	000072003		001-0000-218.22-22	UB CR REFUND-FINALS 000009516	96.74
161684	10/19/2017	JAREGUI, ROBERTO	MEALS 11/1-13		001-2200-421.23-06	DUI TRAINING @ FRANK BLAND TC 11/01-11/03	36.00
161685	10/19/2017	L. J. Z., LLC	000094907		001-0000-218.22-22	UB CR REFUND-FINALS 000002668	64.22
161686	10/19/2017	LEAF	7690919	028739	001-4050-461.32-06	AUG & SEP MONTHLY LEASE	679.87
161687	10/19/2017	LICATA, PHILLIP ALLEN	000095309		001-0000-218.22-22	UB CR REFUND-FINALS 000013554	87.05
161688	10/19/2017	LITHOPASS PRINTING, FORMS,	45278		001-2800-441.23-02	#10 ENVELOPES	121.22
			45624	028535	001-1900-412.23-02	# 10 WINDOW ENVELOPES	295.88
			45757	028535	610-5800-434.23-02	TRANSIT 2018 BUS PASS STK	234.90
			45772	028535	001-4000-461.23-02	CCTR BUSINESS CARD	21.55
					610-5800-434.23-02	CCTR BUSINESS CARD	21.55
					761-3100-480.25-06	COUNCIL MEETING	16.00
161689	10/19/2017	LOPEZ, LEILA	MEAL 9/26/2017		761-0000-218.22-22	CREDIT CARD CHARGED IN ERROR FOR ZONING PERMIT	104.00
161690	10/19/2017	LOZANO, DESIREE E	75073-18816		001-0000-218.22-22	UB CR REFUND-FINALS 000020074	39.13
161691	10/19/2017	LUEVANO, MIGUEL & JUANA	000093751		001-0000-218.22-22	UB CR REFUND-FINALS 000003690	18.56
161692	10/19/2017	LUEVANO, VALERIE	000058129		660-6300-471.33-11	PRE-TREAT&TECH SUPPORT	651.62
161693	10/19/2017	LYNN MERRILL AND ASSOCIATES, INC	18-3	028598	680-8000-454.33-11	PRE-TREAT&TECH SUPPORT	2,198.84
161694	10/19/2017	MACDONALD, DOUGLAS	MIAR 17 - AUG 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 17 - AUG 17	101.64
161695	10/19/2017	MARTINEZ, MATTHEW	MEAL 9/29/2017		670-7000-473.25-06	2010 E WESTWARD AVE RE-ENERGIZED LINE	16.00
161696	10/19/2017	MCGARY, ANNA D & PATRICK	000054551		001-0000-218.22-22	UB CR REFUND-FINALS 000019288	34.59
161697	10/19/2017	NEVINS, PATTY	EYEWEAR 2018		001-2700-442.25-10	EYEWEAR REIMBURSEMENT	130.00
161698	10/19/2017	ON TRAC	8683000		001-3000-442.23-04	ENGINEERING SHIPPING	18.51
161699	10/19/2017	ONE SOURCE DISTRIBUTORS	55616002.001		670-7000-473.45-05	34.5 KV TP	3,507.72
161700	10/19/2017	OSGOOD TEXTILE	0200111		001-0000-201.10-00	SALES TAX	(55.42)
					001-4000-461.36-09	HALLOWEEN FEST	770.42
161701	10/19/2017	PARTS AUTHORITY METRO, LLC	62 713868		702-3800-480.38-52	PR-EA/BX-4, VEH #240	153.76
			62 726023		702-3800-480.38-52	MONOMAX SHOCK VEH #602	146.73
			62 728317		702-3800-480.38-52	VEHICLE PARTS	173.20
			62 749796		702-3800-480.38-52	FLEET BRAKE PAI, VEH #231	63.97
			62-761671		702-3800-480.38-52	WHEEL NUT, VEHICLE #602	6.68
			62-761934		702-3800-480.38-52	OIL DRAIN PLUG	3.02
			91 069821		702-3800-480.38-52	AUTO PARTS	1,138.38
			91 070879		702-3800-480.38-52	FUEL FILTER	12.67
			91 070880		702-3800-480.38-52	FUEL FILTER	11.90
			91 070957		702-3800-480.38-52	CHERRY GEL PUMI	63.87
			91 071550		702-3800-480.38-52	MONOTUBE HD SHK, VEH#602	147.51

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161702	10/19/2017	PETTY CASH CUSTODIAN-SR CENTER	91 071561	028583	702-3800-480.38-52	11OZ. CLEAR SILICONE #502	13.74
			91 071575	028583	702-3800-480.38-52	WHEEL NUT, VEH #602	3.34
			91 071789	028583	702-3800-480.38-52	WIRING	7.88
			91 071792	028583	702-3800-480.38-52	RETAIL PACK, VEH #503	3.81
			91 071793	028583	702-3800-480.38-52	RETAIL PACK, VEHICLE #504	1.42
			91 071860	028583	702-3800-480.38-52	GAS-MAG TRUCK, VEH 838	80.98
			91 072305	028583	702-3800-480.38-52	REPLACE CAPS	18.55
			91 072463	028583	702-3800-480.38-52	SHARK PRODUCTS	2.92
			91 072624	028583	702-3800-480.38-52	WHEEL NUT, VEH #838	3.10
			91 072648	028583	702-3800-480.38-52	PQ EXT WEAR PAD, #231	64.04
			91 072921	028583	702-3800-480.38-52	PQ EXT WEAR PAD, VEH 602	32.13
			91 073248	028583	702-3800-480.38-52	WHEEL NUT, VEH #602	23.38
			91-012650	028583	702-3800-480.38-52	PERMATEX/SEAL CREDIT	(72.47)
			91-073293	028583	702-3800-480.38-52	SPARK SPLUG	14.65
			91-073303	028583	702-3800-480.38-52	VEHICLE FILTERS	9.20
			3153		610-5800-434.36-00	2 KEYS FOR TRANSIT	3.43
			3154		201-4060-361.41-96	BINGO SUPPLIES DOLLAR TREE	8.62
			3155		201-4060-361.41-96	COFFEE SUPPLIES SR CTR FAMILY DOLLAR	16.50
			3156		201-4060-361.41-96	BINGO SUPPLIES DOLLAR TREE STORES	15.98
			3157		201-4060-361.41-96	BINGO SUPPLIES DOLLAR TREE STORES	19.49
			3158		201-4060-361.41-96	BINGO SUPPLIES DOLLAR TREE STORES	20.25
			3159		201-4060-361.41-96	BINGO SUPPLIES DOLLAR TREE STORES	14.13
161703	10/19/2017	PRO-MOTORS COLLISION REPAIR	1001	028738	702-3800-480.38-05	#808 REPAIRS	1,200.00
161704	10/19/2017	PRUDENTIAL OVERALL SUPPLY	22495038	028553	702-3800-480.38-16	FLEET UNIFORMS/TOWELS	10.36
			22495039	028553	100-4900-431.25-02	FLEET UNIFORMS/TOWELS	23.50
			22495040	028553	100-4900-431.25-02	STREET UNIFORMS	15.20
			22495041	028553	001-3600-461.25-02	PARKS UNIFORMS	6.65
			22495042	028553	001-3200-412.25-02	BLDG MAINT UNIFORMS	5.36
			22495043	027959	761-3110-480.25-02	FSR UNIFORMS	26.23
			22498994	028553	670-7000-473.25-02	EL UNIFORMS	157.19
					610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5850-434.25-02	UNIFORM SERVICE	48.70
					702-3800-480.23-16	FLEET UNIFORMS/TOWELS	4.93
					702-3800-480.25-02	FLEET UNIFORMS/TOWELS	10.36
					100-4900-431.25-02	STREET UNIFORMS	23.50
					001-3600-461.25-02	PARKS UNIFORMS	15.20
					001-3200-412.25-02	BLDG MAINT UNIFORMS	6.65
					761-3110-480.25-02	FSR UNIFORMS	5.36
					600-0000-223.10-00	REFUND DEPOSIT E-10	26.23
					001-2200-421.23-11	PERSONNEL INVESTIGATION	171.10
					001-0000-218.22-22	UB CR REFUND-FINALS 000013452	5,066.25
					001-4000-461.23-02	B/W & COLOR COPIES W543L500122	172.57
					702-3800-480.89-49	RUNTIME FOR SQL W/DATA CONVERSION UPGRADE	75.13
					001-1200-412.36-00	UB CR REFUND-FINALS 000005538	5,985.51
					001-2200-421.23-06	(8) GREEN 6FT TABLECLOTHS	33.44
					001-2200-421.23-06	ROBERTO JAUREGUI - TUITION DRIVING UNDER INFLUENCE	258.42
					001-2200-421.23-06	ERIC CAMPA - TUITION DRIVING UNDER INFLUENCE	100.00
					001-0000-223.12-00	24"X18" YARD SIGNS 2018 STATE OF THE CITY	58.49
					700-5300-480.33-04	LEGAL SERVICES APRIL 2017	4,653.84
					001-0000-223.12-00	FOOD STATE OF CITY 2018 SMART & FINAL	198.83
					001-1000-411.36-07	CITY COUNCIL SNACKS SMART & FINAL	39.73
					001-4500-412.36-00	BREAKROOM SUPPLIES SMART & FINAL	21.19
161705	10/19/2017	QUINTO, RAY	HANGAR E-10	028489	000090859		
161706	10/19/2017	RCS INVESTIGATIONS & CONSULTING LLC	3632	028553	000095445		
161707	10/19/2017	REAL PROPERTY MANAGEMENT	AR54466	028553	000095445		
161708	10/19/2017	RELIABLE WORKPLACE SOLUTIONS	00077	028553	000095445		
161709	10/19/2017	RON TURLEY ASSOCIATES INC	59077	028553	000095445		
161710	10/19/2017	RUSH & KRISTINA S	113110881514106	028553	000095445		
161711	10/19/2017	SAMPSON, LAURIE	TUITION 11/1-3	028553	000095445		
161712	10/19/2017	SAN BERNARDINO COUNTY SHERIFFS	TUITION 11/1-3	028553	000095445		
161713	10/19/2017	SAN BERNARDINO COUNTY SHERIFFS	TUITION 11/1-3	028553	000095445		
		SAN GORGONIO PASS DESIGN AND					
161714	10/19/2017	PRINT	9984	028553	000095445		
161715	10/19/2017	SILVER & WRIGHT, LLP	21796	028553	000095445		
161716	10/19/2017	SMART & FINAL	023275	028553	000095445		

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161716	10/19/2017	SMART & FINAL	024309	028528	690-9600-453-41-46	BULKY ITEM DAY FOOD	151.96
161717	10/19/2017	SMITH, KEVIN	HANGAR E-7		600-0000-223-10-00	REFUND DEPOSIT E-7	138.35
161718	10/19/2017	SOUTHERN CALIFORNIA JOINT POLE	19603		670-7000-473-27-11	MONTHLY DUES SEPTEMBER 2017	865.61
161719	10/19/2017	SPOK, INC	AO185223V		100-4900-431-23-22	CITY PAGERS OCT 1,2017 - OCT 31,2017	7.95
					660-6300-471-23-22	CITY PAGERS OCT 1,2017 - OCT 31,2017	15.12
					670-7000-473-23-22	CITY PAGERS OCT 1,2017 - OCT 31,2017	10.12
					702-3800-480-23-22	CITY PAGERS OCT 1,2017 - OCT 31,2017	7.95
161720	10/19/2017	SPS VAR, LLC	BANNI100617	028741	703-3700-480.30-19	12 MONTH SERVICE ELITE	1,425.00
161721	10/19/2017	STAPLETON, RICK	HANGAR E-9		600-0000-223-10-00	REFUND DEPOSIT E-9	289.25
					600-0000-238-00-00	RENT OVERPAYMENT REFUND	93.31
161722	10/19/2017	STEPHENS, PATRICK	09122017	028740	703-3700-480.23-27	TEMP EMPLOYMENT SERVICES SEPT 2017 STAGECOACH	4,300.00
161723	10/19/2017	STOEL RIVES, LLP	3998390	028740	663-6300-471.96-35	FLUME RESTORATION PROJECT	13,000.00
			3998477	028740	663-6300-471.96-35	FLUME RESTORATION PROJECT	2,650.11
161724	10/19/2017	STUART, DAMON	MEAL 9/28/2017		670-7000-473.25-06	SUN LAKES - NO POWER CALL CALL OUT	16.00
			144213	028652	761-3100-480.23-52	2010 E WESTWARD AVE RE-ENERGIZE LINE	16.00
161725	10/19/2017	SUPERION	REIMB 10/17		690-9600-453.41-46	AUGUST 2017 TRANS MNGR	238.81
161726	10/19/2017	SZOYKA, CARL	317810		610-5800-434.30-06	BULKY ITEM DAY FOOD	47.57
161727	10/19/2017	TECHNOLOGY UNLIMITED INC	00003839		001-0000-218.22-22	MAINTENANCE RENEWAL/COIN SORTER 11/15/17 -11/14/18	785.00
161728	10/19/2017	THE NICOLET TRUST	000067287		001-0000-218.22-22	UB CR REFUND-FINALS 000010470	101.96
161729	10/19/2017	TOMM'S AUTO BODY	000067287	028387	670-7000-473.23-17	UB CR REFUND-FINALS 000054086	26.01
161730	10/19/2017	UTILITY TREE SERVICE	78Y30517	028387	670-7000-473.23-17	TREE TRIM SVCS WE 9/30/17	4,400.00
			79R64517		670-7000-473.23-17	TREE TRIM SVCS WE 10/07/17	4,400.00
161731	10/19/2017	VERIZON WIRELESS	9793378844		670-7000-473.26-05	ACCT # 972157141-00001 AUG 24, 2017 -SEP 23,2017	14.04
			9793475964		670-7000-473.26-05	ACCT # 271004536-00001 AUG 27, 2017 -SEP 26,2017	9.01
			9793483809		670-7000-473.26-05	ACCT # 371004536-00001 AUG 27, 2017 -SEP 26,2017	23.80
			9793499182		001-2200-421.26-05	ACCT # 570653806-00001 AUG 27, 2017 -SEP 26,2017	152.04
			9793515404		670-7000-473.26-05	ACCT # 771004535-00001 AUG 27, 2017 -SEP 26,2017	390.17
			9793523179		670-7000-473.26-05	ACCT # 871004535-00001 AUG 27, 2017 -SEP 26,2017	22.71
161732	10/19/2017	WARE, KENNETH	MEAL 10/2/2017		610-5800-434.25-06	PRE DEPOSITION	16.00
161733	10/19/2017	WESTERN RIVERSIDE COUNCIL	7301	028719	690-9600-453.33-41	FY 17/18 SOLID WASTE COOP DUES	3,890.61
161734	10/19/2017	WESTRUX INTERNATIONAL INC	K117116	028289	702-3800-480.38-52	MANIFOLD	59.03
161735	10/19/2017	WHENEVER COMMUNICATIONS, LLC	9408-90409	028620	703-3700-480.30-19	PHONE SERVICES	278.82
161736	10/26/2017	ADVANCE WORKPLACE STRATEGIES INC	361954	028744	001-1300-412.33-32	OCT DRUG TEST CHRGS	67.00
161737	10/26/2017	AIR & HOSE SOURCE INC	295265	028744	660-6300-471.45-16	CABLE, CLAMP	80.81
161738	10/26/2017	AIRGAS USA, LLC	9948382478	028743	660-6300-471.36-08	CYLINDER RENTALS-OXY,ETC	183.00
		AIRWAVE COMMUNICATIONS					
161739	10/26/2017	ENTERPRISES	4871	028397	001-2200-421.30-08	SCREEN REPAIR-APX RADIO	510.00
161740	10/26/2017	ANDREWS, GERALD	59469-24018		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,000.00
161741	10/26/2017	ANIXTER, INC	3653718-01		660-0000-131.00-00	VARIOUS SPRAY PAINTS PO NUM 028619	764.67
161742	10/26/2017	ARROW STAFFING SERVICE	101419		673-7000-473.95-31	COLLINS,AMANDA W/E 9/30 HAWKES & MARCH W/E 9/30	2,230.45
			101494		001-1900-412.23-27	ROCK, SUSAN W/E 10/07/17	1,093.20
161743	10/26/2017	AVERY, ALEXANDRA	PC LOAN 10/2017	028527	001-0000-116.21-02	COMPUTER LOAN 10/2017	2,587.77
161744	10/26/2017	BEAUMONT DO IT BEST HOME CENTER	447024	028527	001-4000-461.36-03	JANITORIAL SUPPLIES	225.66
			447067	028527	001-3200-412.30-02	LIGHTING MATERIALS	36.61
			447090	028527	001-3200-412.30-02	4PK 9V BATTERY	17.22
161745	10/26/2017	BEAUMONT, CITY OF	2017-65		610-5800-351.35-80	BUS TICKET RECONCILIATION SEPTEMBER 2017	378.11
161746	10/26/2017	BILLHIMER, MARIORIE	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	202.74
161747	10/26/2017	BLAND, KATHANA	SEPTEMBER 2017		001-4000-461.23-15	INSTRUCTION-HIP HOP CLASS SEPTEMBER 2017	92.40
161748	10/26/2017	CA. ST. BOARD OF EQUAL. - FUEL	2017 QTR 3		702-3800-480.41-04	UNDERGROUND STORAGE TAX FEE JUL - SEP 2017	654.64
161749	10/26/2017	CALDER, MAX	SETTLEMENT		700-5040-480.40-02	FULL & FINAL SETTLEMENT OF LIABILITY CLAIM	216.82
161750	10/26/2017	CALHOUN, RAYMOND	MAR 17 - AUG 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017- AUG 2017	166.97
161751	10/26/2017	CALIFORNIA PEACE OFFICERS' ASSN	81050	028697	001-2200-421.23-03	DEPARTMENT MEMBERSHIP CUSTOMER # 200253	1,150.00
161752	10/26/2017	CANON FINANCIAL SERVICES, INC	17849241		001-4000-461.32-06	CANON COPIER LEASES	83.60
					001-4500-412.32-06	CANON COPIER LEASES	478.96

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161752	10/26/2017	CANDON FINANCIAL SERVICES, INC	17849241	028697	148-2215-421.32-06 610-5800-434.32-06 660-6300-471.32-06 670-7000-473.32-06 703-3700-480.30-19 761-3100-480.32-06	CANON COPIER LEASES CANON COPIER LEASES CANON COPIER LEASES CANON COPIER LEASES CANON COPIER LEASES OPTICAL / DVD DRIVES	102.75 83.61 150.95 179.98 125.38 104.50
161753	10/26/2017	CDW GOVERNMENT, INC	JZC0780 KIK1877 KHR3034 KLM7491 KVIC4696 KVI7340 0954-456557	028524 028524 028524 028524 028524 028524 028683	148-2215-421.90-48 148-2215-421.90-48 148-2215-421.90-48 703-3700-480.89-48 703-3700-480.89-48 703-3700-480.89-48 001-3200-412.30-01	SERVER HARD DRIVE DELL CTO 2TB 7.2K SAS IT COMPUTER ACCESS VIDEO CARD DELL COMPUTER MARK COMMUNICATION VAULT	154.69 102.43 627.13 793.96 189.54 989.34 944.16
161754	10/26/2017	CONSOLIDATED ELECTRICAL	81836329	028597	001-2700-442.23-33	SEPT. 2017 METROSCAN SRVC	100.00
161755	10/26/2017	CORELOGIC INFORMATION SOLUTIONS INC	81836329B 41050	028597	001-2740-442.23-33 700-5040-480.23-07	SEP17 METROSCAN-CODE ENF SEPTEMBER EMPLOYEE SUPPRT	50.00 700.00
161756	10/26/2017	COUNSELING TEAM INTERNATIONAL,	SRVCE07404	028625	001-3200-412.30-21	VEHICLE SERVICE	745.00
161757	10/26/2017	COUTS HEATING & COOLING, INC	012-5398	028625	001-1200-412.23-01	MAP OF BANNING CHAMBER OF COMMERCE	1,895.00
161758	10/26/2017	D & M PUBLICATIONS BILLING DEPT	51314791.003	028548	660-0000-131.00-00	ANGLE METER STOPS PO NUM 028687	1,672.60
161759	10/26/2017	DANGELO CO	230106197	028548	702-3800-480.23-49	CALIF STATE TIRE FEE	44.00
161760	10/26/2017	DANIELS TIRE SERVICE	62233-51416	028548	675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,000.00
161761	10/26/2017	DAVIS, JOHN	WILEAGE 10/19	028548	610-5800-434.25-05	EXPENSE REIMBURSEMENT	121.36
161762	10/26/2017	DERRICOTTE, JOHN	TRAVEL 9/12-15	028548	001-1200-412.23-05	LOCC 2017 CONFERENCE	628.98
161763	10/26/2017	DIAZ, ALEJANDRO	2017 - QTR 3	028548	001-0000-223.26-00	SBI186 FEES - 3RD QTR JUL 1, 2017 - SEP 30,2017	141.60
161764	10/26/2017	DIVISION OF THE STATE ARCHITECT	MEAL 09/15/2017	028623	702-3800-480.25-06	CNG CALL OUT	16.00
161765	10/26/2017	DUNN, TERRY	MEAL 09/22/2017	028623	702-3800-480.25-06	PLANNED OVERTIME	16.00
161766	10/26/2017	ENVIRONMENTAL CONSTRUCTION, INC	2016-014-02A	028623	855-9500-490.90-30 855-0000-232.00-00	2016-04 CORRECTION ROOSEVELT WILLIAMS PARK RETENTION	15,737.00 (15,737.00)
161767	10/26/2017	FEDEX	2016-04-02 5-945-65640	028623 028538	001-2200-421.23-04 610-5800-434.23-04	SHIPPING & HANDLING SHIPPING & HANDLING	14.29 61.21
161768	10/26/2017	FERGUSON, PRAET & SHERMAN	5-960-09516	028538	001-2200-421.23-04	PD - SEND CERT TO POST	143.34
161769	10/26/2017	FOX OCCUPATIONAL MEDICAL CENTER	21472	027927	700-5040-480.33-11	PROFESSIONAL SERVICES THROUGH 09/20/2017	546.00
161770	10/26/2017	FRONTIER COMMUNICATIONS	55361-87084 9518491575OCT17 9518497124OCT17	027927	660-6300-471.33-32 001-2200-421.26-05 001-4500-412.26-05	DOT EXAM-LUCIANO SCUDIERI ACCT# 951-849-1575 OCT 13, 2017 - NOV 12, 2017 ACCT# 951-849-7124 OCT 10, 2017 - NOV 9, 2017	40.00 117.42 111.28
161771	10/26/2017	GARCIA, DELPHINA	MAR 17 - AUG 17	028310	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 - AUG 2017	158.42
161772	10/26/2017	GARDA CL WEST INC	20259937	028310	761-3100-480.23-43	EXCESS ITEMS	67.65
161773	10/26/2017	GAS COMPANY, THE	032926840020C17 051927710001OCL17 091424740070C17 161083444390C17	028310	001-4000-461.26-06 001-4050-461.26-06 001-4050-461.26-06 660-6300-471.45-16	789 N SAN GORGONIO AVE 09/13/2017 - 10/12/2017 201 W GEORGE ST 09/13/2017 - 10/12/2017 84 W WILSON ST 09/13/2017 - 10/12/2017 749 N SAN GORGONIO AVE 09/13/2017 - 10/12/2017	63.55 16.12 67.19 26.16
161774	10/26/2017	GRAINGER	9574518972	028641	660-6300-471.45-16 670-7000-473.45-16	BROOMS,BATTERIES,CABINET BROOMS,BATTERIES,CABINET	1,140.42 188.04
161775	10/26/2017	GUERRERO, CRISTOVAL	2018 TOOL REIMB	028552	702-3800-480.25-03	TOOL REIMBURSEMENT FY18	1,500.00
161776	10/26/2017	HOME DEPOT #8987	3974620	028552	001-3200-412.30-02 001-3200-412.36-16	LIGHT BULBS LIGHT BULBS	59.24 10.65
161777	10/26/2017	I E D C	2018 TRAINING	028552	001-1210-412.23-05	TED SHOVE - JAN 25-26, 2018 LAS VEGAS, NV RETENTION &	490.00
161778	10/26/2017	I E D C	2018 CONFERENCE	028552	001-1210-412.23-05	TED SHOVE - JAN 28-30, 2018 LAS VEGAS, NV LEADERSHIP	645.00
161779	10/26/2017	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20171027	028650	001-0000-204.80-10	PAYROLL SUMMARY	1,997.18
161780	10/26/2017	ICMA RETIREMENT TRUST 457	20171027	028650	001-0000-204.16-00	PAYROLL SUMMARY	1,399.86
161781	10/26/2017	INFOSEND, INC	126315	028650	761-3100-480.23-02 761-3100-480.23-04	UB BILL SRVCE 9/25-9/29 UB BILL SRVCE 9/25-9/29	148.04 1,243.40

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161781	10/26/2017	INFOSEND, INC	126315 126955	028650 028650	761-3100-480.33-11 761-3100-480.23-02 761-3100-480.23-04 761-3100-480.23-11 761-3100-480.23-02 761-3100-480.23-04	UB BILL SRVCE 9/25-9/29 UB BILL SRVC 9/30-10/06 UB BILL SRVC 9/30-10/06 UB BILL SRVC 9/30-10/06 UB BILL SRVCE 10/09-10/13 UB BILL SRVCE 10/09-10/13	254.40 213.09 1,763.38 378.30 111.14 966.41 195.86
161782	10/26/2017	INNOVATIVE FEDERAL STRATEGIES	092017	028729	001-1000-411.33-11	FEDERAL LOBBYING SERVICES SEPTEMBER 2017	3,822.28
161783	10/26/2017	INTERNAL REVENUE SERVICE	2017 - QTR 3		702-3800-351.36-07	FEDERAL EXCISE TAX QTR 3 JULY - SEP 2017	1,364.11
161784	10/26/2017	KAISER FOUNDATION HEALTH	NOVEMBER 2017		001-0000-204.31-00	KAISER PREMIUM GROUP 101565-0002 KAISER PREMIUMS GROUP 101565-0006	37,145.68 8,384.27
161785	10/26/2017	KOLLER, MARIE V.	SEPTEMBER 2017		001-4000-461.23-15	INSTRUCTION - DRAMA CLASS SEPTEMBER 2017	37.80
161786	10/26/2017	LEAF	7765427	028739	001-4050-461.32-06	NOV 2017 COPIER LEASE	337.97
161787	10/26/2017	MEDINA, MOSES	MEAL 09/06/2017		702-3800-480.25-06	PLANNED OVERTIME	16.00
161788	10/26/2017	MILLER, NINA	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	215.92
161789	10/26/2017	MOTOROLA SOLUTIONS, INC.	8230144305	028442	001-2200-421.30-08	SUS/SUA SEC SYS UPDATES	7,676.76
161790	10/26/2017	NATIONWIDE RETIREMENT SOLUTIONS	20171027		001-0000-204.16-00	PAYROLL SUMMARY	3,783.39
161791	10/26/2017	OFFICE DEPOT	962611684001		670-7000-473.36-00	PLANNERS NOT RECEIVED ORGNL INV# 959032553001	(71.09)
161792	10/26/2017	PARS	969338868001	028526	001-2200-421.36-00	EXPANDING FOLDERS,AAA BAT	555.68
161793	10/26/2017	PARTS AUTHORITY METRO, LLC	969424513001	028526	001-2200-421.36-00	LEGAL DIVIDERS A-Z SETS	25.77
			970170559001	028526	001-0000-204.25-00	CM OFFICE SUPPLIES	73.36
			20171027		001-0000-204.25-00	PAYROLL SUMMARY	458.40
			62 765922	028583	702-3800-480.38-52	CALIPERS, VEH #620	146.69
			62 767562	028583	702-3800-480.38-52	CABIN FILTER, VEH #805	36.66
			62 769311	028583	702-3800-480.38-52	HI-POWER V-BELL	58.38
			62 770292	028583	702-3800-480.38-52	I-87/9/1-21 61	34.44
			62 772725	028583	702-3800-480.38-52	ANCO WIPERS	29.48
			91 071014	028583	702-3800-480.38-52	VEHICLE PARTS	4,613.86
			91 073257	028583	702-3800-480.38-52	PQ EXT WEAR PAD, VEH #02	47.39
			91 073422	028583	702-3800-480.38-52	ROTOR & PAD, VEH #620	99.58
			91 073425	028583	702-3800-480.38-52	BATTERY & FEE, VEH #634	76.73
			91 073510	028583	702-3800-480.38-52	AIR FILTER, VEH #805	53.27
			91 073545	028583	702-3800-480.38-52	OIL FILTER	8.96
			91 073546	028583	702-3800-480.38-52	SPARK PLUG ASM, #049	29.09
			91 073555	028583	702-3800-480.38-52	TRANS FILTER, VEH #049	14.99
			91 073654	028583	702-3800-480.38-52	HALOGEN BEAM	15.49
			91 073662	028583	702-3800-480.38-52	DEXRON VI	22.30
			91 073751	028583	702-3800-480.38-52	PQ EXT WEAR PAD, #833	43.41
			91 073752	028583	702-3800-480.38-52	31-KWIKCONNECT	30.17
			91 073753	028583	702-3800-480.38-52	BRKFL HD PREM D	28.40
			91 073784	028583	702-3800-480.38-52	TURTLE WX CAR W	8.34
			91 073815	028583	702-3800-480.38-52	VEHICLE PARTS	159.10
			43988		001-1300-412.33-11	DYE LEAK DETECT	32.76
161794	10/26/2017	PAYPRO ADMINISTRATORS	APR 17 - SEP 17		675-7020-473.42-36	SEPTEMBER 2017 COBRA ADMIN QUALIFYING EVENT	154.00
161795	10/26/2017	PEREZ, MIKE	94649-3018		675-7020-473.42-66	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	181.76
161796	10/26/2017	PERSON, DARLENE	0011016152		610-5800-434.23-16	ENERGY STAR WINDOW REBATE 10 WINDOWS, 3 DOORS	633.00
161797	10/26/2017	PRESS-ENTERPRISE, THE	22502711		610-5800-434.25-02	IFB # 17-093 WATER CANYON	470.40
161798	10/26/2017	PRUDENTIAL OVERALL SUPPLY	22502711		610-5800-434.25-02	UNIFORM SERVICE	20.75
			22502729		610-5850-434.25-02	UNIFORM SERVICE	45.20
			22502730		702-3800-480.23-16	UNIFORM SERVICE	4.93
			22502731		702-3800-480.25-02	FLEET UNIFORMS	10.36
					100-4900-431.25-02	FLEET UNIFORMS	21.20
					001-3600-461.25-02	STREET UNIFORMS	15.20
						PARKS UNIFORMS	6.65

City of Banning
Warrant List Detail October 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
161798	10/26/2017	PRUDENTIAL OVERALL SUPPLY	22502732	028553	001-3200-412.25-02	BUILDING MAINT UNIFORMS	5.36
161799	10/26/2017	RELIABLE WORKPLACE SOLUTIONS	22502733	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
161800	10/26/2017	RIDER, RICHARD & MARSA	753465-0	028568	001-4000-461.36-00	PAPER	201.86
161801	10/26/2017	ROMO PLANNING GROUP, INC.			001-4050-461.36-00	PAPER	201.84
161802	10/26/2017	RUEHLE, TARA SHAWN M SAN GORGONIO PASS DESIGN AND PRINT	A/C TUNE UP 2017-07	028041	610-5800-434.36-00	PAPER	201.86
161803	10/26/2017	SARRINGAR, ARYANA DANNIEL	SEPTEMBER 2017		675-7020-473.42-35	REBATE FOR A/C TUNE UP SPLIT UNIT	50.00
161804	10/26/2017	SHOVE, TED	9934	028536	001-2800-441.33-11	9-3-17 THRU 9-30-17	9,560.00
161805	10/26/2017	STATE BOARD OF EQUALIZATION	SEPTEMBER 2017		001-4000-461.23-15	INSTRUCTION -BALLET CLASS SEPTEMBER 2017	196.00
161806	10/26/2017	STATE WATER RESOURCES CONTROL	9934	028536	001-2200-421.23-02	BUS CARDS-R. JAUERGUI PD	25.86
161807	10/26/2017	STERLING TALENT SOLUTIONS	17-312835		001-4000-461.23-15	INSTRUCTION -BAKING CLASS SEPTEMBER 2017	175.00
161808	10/26/2017	TELEPACIFIC COMMUNICATIONS	991224	028528	857-9700-490.41-04	RIVERSIDE COUNTY RECORDING FEES	41.50
161809	10/26/2017	TRAPANI, SHARON	012887	028528	001-1210-412.23-05	MILEAGE TO ICSC 2017 CONF LOS ANGELES, CA	36.92
161810	10/26/2017	TURBO DATA SYSTEMS INC	013050	028528	001-1210-412.23-05	SUPER 8 HOTEL - ICSC CONF LOS ANGELES, CA 10/02-04	356.01
161811	10/26/2017	UNITED TACTICAL SYSTEMS, LLC	2017 QTR 3		001-1000-411.36-07	OPEN HOUSE SNACKS	31.33
161812	10/26/2017	UNITED WAY OF THE INLAND VALLEY	OPH 4868	028630	201-4060-446.36-65	SR CTR SUPPLIES	62.14
161813	10/26/2017	WELLS FARGO CARD SERVICES INC	7291814		670-7010-473.27-08	QUARTERLY ENERGY TAXES JULY 2017 -SEPTEMBER 2017	14,124.23
161814	10/26/2017	WILLCUTT, CRAIG	95011240-0	028581	660-6300-471.41-04	HECTOR BAEZA - GRADE D3 OPERATOR CERT RENEWAL	90.00
161815	10/26/2017	WILLDAN FINANCIAL SERVICES	APR 17 - SEP 17		001-1300-412.33-11	SEP BKGRND FEES	569.45
9006108	10/2/2017	CA. ST. EMPLOYMENT DEV. DEPT.	26799	027623	001-4500-412.26-05	PD PHONE SERVICE 09/16/2017 - 10/15/2017	654.60
9006109	10/4/2017	CALPERS 457 PLAN - 450260	0047347-IN	026423	675-7020-473.42-36	CENTRAL SERVICES PHONE SR 09/16/2017 - 10/15/2017	2,090.74
9006110	10/4/2017	CA. ST. PUBLIC EMPLOYEES	20171027		001-2200-421.23-06	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	192.72
9006111	10/5/2017	WELLS FARGO BANK	5D 9468 OCT17	026423	001-2200-421.23-05	SEP 17 PD CITE PROCESSING	301.35
9006112	10/13/2017	WELLS FARGO BANK	ENERGY STAR		001-5000-412.26-05	TRAINING FEE-R YOUNGBLOOD & D THESIER 10/19-10/20	395.00
9006113	10/16/2017	CA. ST. EMPLOYMENT DEV. DEPT.	010-35685	027623	001-1000-411.36-07	PAYROLL SUMMARY	35.00
9006114	10/16/2017	INTERNAL REVENUE SERVICE	010-35712	026423	001-0000-223.12-00	DOLLAR TREE BALLONS FOR STATE OF CITY	43.10
9006115	10/16/2017	TASC	010-36008		675-7020-473.42-65	SUPER SUBS+ MEAL FOR CITY COUNCIL MTG	9.15
9006116	10/19/2017	WELLS FARGO BANK	PPE 9/24/17		001-1900-412.33-11	REBATE FOR ENERGY STAR REFRIGERATOR W/BOTTOM FRZ	50.00
9006117	10/19/2017	CALPERS 457 PLAN - 450260	PPE 9/24/17	027623	001-1900-412.33-11	COST ALLOC & USER FEE	5,211.00
9006118	10/19/2017	CA. ST. PUBLIC EMPLOYEES	PPE 9/24/17	026423	660-6300-471.33-11	WATER/WW RATE STUDY	3,622.41
9006119	10/27/2017	WELLS FARGO BANK	PPE 9/24/17		680-8000-454.33-11	WATER/WW RATE STUDY	3,602.98
9006120	10/30/2017	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 10/08/2017		650-6300-471.33-11	USER FEE STUDY	2,241.00
9006121	10/30/2017	INTERNAL REVENUE SERVICE	PPE 10/08/2017	027623	680-8000-454.33-11	WATER/WW RATE STUDY	3,051.77
9006122	10/30/2017	TASC	PPE 10/08/2017	026423	001-0000-204.12-00	WATER/WW RATE STUDY	15,023.43
			PPE 10/08/2017		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 09/24/2017	13,481.15
			PPE 10/08/2017		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 09/24/2017	77,496.17
			PPE 10/08/2017		001-0000-204.20-00	RETIREMENT BENEFITS PPE 09/24/2017	600.00
			PPE 10/08/2017		001-0000-204.10-00	VEBA CONTRIBUTION PPE 09/24/2017	303,304.38
			PPE 10/08/2017		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE10/08/2017	18,239.64
			PPE 10/08/2017		001-0000-204.11-00	PAYROLL TAX DEPOSIT PPE10/08/2017	57,374.14
			PPE 10/08/2017		001-0000-204.13-00	PAYROLL TAX DEPOSIT PPE10/08/2017	70,453.70
			PPE 10/08/2017		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE10/08/2017	4,670.77
			PPE 10/08/2017		001-0000-204.80-05	DEPENDENT CARE CONTRIBUTN PPE10/08/2017	544.18
			PPE 10/08/2017		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE10/08/2017	600.00
			PPE 10/08/2017		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 10/08/2017	35,790.36
			PPE 10/08/2017		001-0000-204.20-00	RETIREMENT BENEFITS PPE 10/08/2017	79,705.94
			PPE 10/08/2017		001-0000-204.10-00	PAYROLL PPE 10/22/2017	361,446.40
			PPE 10/22/2017		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 10/22/2017	22,133.44
			PPE 10/22/2017		001-0000-204.11-00	FEDERAL INCOME TAX PPE 10/22/2017	67,993.33
			PPE 10/22/2017		001-0000-204.13-00	ADDITIONAL MEDICARE PPE 10/22/2017	203.49
			PPE 10/22/2017		001-0000-204.80-04	FICA MEDICARE / FICA REG PPE 10/22/2017	79,645.62
			PPE 10/22/2017		001-0000-204.80-05	MEDICAL CONTRIBUTION PPE 10/22/2017	4,587.43
			PPE 10/22/2017		001-0000-204.80-05	DEPENDANT CARE CONTRIBUTN PPE 10/22/2017	544.18

City of Banning
Warrant List Detail October 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9006122	10/31/2017	TASC	PPE 10/22/2017		001-2200-421.15-50	TERM - BRENTON BULRICE PPE 10/22/2017	419.87
9006123	10/31/2017	WELLS FARGO BANK	PPE 10/22/2017		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 10/22/2017	10,967.63
9006124	10/31/2017	CA. ST. BOARD OF EQUALIZATION	2018 - QTR 1		001-0000-201.10-00	SALES & USE TAX RETURN 2018 QTR 1	322.29
					001-0001-361.41-61	SALES & USE TAX RETURN 2018 QTR 1	2.71
Grand Total							6,261,687.11

Less Voided / Reissued Checks from Prior Period
Less Voided Checks Prior Period
Add Payroll Checks
Total Remittance for Month

-
-
7,173.19
6,268,860.30

ATTACHMENT 4

Voided Checks

October 2017

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
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NO VOIDS

TOTALS

\$ -

\$ -

ATTACHMENT 5

Payroll
October 2017

Start	End	Date	Description		Check Total
11141	11159	10/13/2017	WARRANT REGISTER	\$	3,601.57
11160	11176	10/27/2017	WARRANT REGISTER	\$	2,963.36
11177	11176	10/31/2017	MANUAL CHECK	\$	608.26

TOTALS

\$ 7,173.19

35 CHECKS USED

ATTACHMENT 6

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
.000-411	PETERSON, DON M	6585	11141	.00
	OFFICE OF THE ATTORNEY GENERAL		11142	241.38
	FRANCHISE TAX BOARD		11143	150.00
	UNITED STATES TREASURY		11144	125.50
	CALIF. STATE DISBURSEMENT UNIT		11145	322.61
	CALIF. STATE DISBURSEMENT UNIT		11146	180.46
	TRACY YOUNGBLOOD		11147	223.39
	FRANCHISE TAX BOARD		11148	100.00
	FRANCHISE TAX BOARD		11149	100.00
	FRANCHISE TAX BOARD		11150	97.18
	FRANCHISE TAX BOARD		11151	62.67
.000-461	LAPHAM, SIERRA G	4397	11152	334.44
.000-461	PAUGA, LYLE	6408	11153	122.70
.010-461	ALDERMAN, LUKE D	220	11154	239.81
.010-461	QUINN, MELISSA S	6748	11155	260.00
	UNITED STATES TREASURY		11156	300.00
	MARY NELL WARE		11157	472.59
	RIVERSIDE COUNTY SHERIFF		11158	75.00
	FRANCHISE TAX BOARD		11159	193.84
	CALIF. STATE DISBURSEMENT UNIT			
	Total Checks -		19	3,601.57

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M	6585	11160	.00
	OFFICE OF THE ATTORNEY GENERAL		11161	241.38
	FRANCHISE TAX BOARD		11162	150.00
	UNITED STATES TREASURY		11163	125.50
	CALIF. STATE DISBURSEMENT UNIT		11164	180.46
	FRANCHISE TAX BOARD		11165	223.39
	FRANCHISE TAX BOARD		11166	100.00
	FRANCHISE TAX BOARD		11167	100.00
	FRANCHISE TAX BOARD		11168	64.19
	FRANCHISE TAX BOARD		11169	323.53
4000-461	PAUGA, LYLE	6408	11170	103.18
4010-461	ALDERMAN, LUKE D	220	11171	66.92
4010-461	QUINN, MELISSA S	6748	11172	260.00
	UNITED STATES TREASURY		11173	300.00
	MARY NELL WARE		11174	455.97
	RIVERSIDE COUNTY SHERIFF		11175	75.00
	FRANCHISE TAX BOARD		11176	193.84
	CALIF. STATE DISBURSEMENT UNIT			
	Total Checks -		17	2,963.36

Prepared 11/01/17, 8:40:15
 Program PR7131
 CITY OF BANNING

Check History Listing

Detail
 Check date range: 10/31/17 - 10/31/17

Employee	Employee Number	Check Date	Check Description	Gross Pay	With Hold	Net Pay	Advance Out	Advance Paid Back	Dir Dep	Check Amount	Check Number
LEWIS, FREDERICK M Manual	4925	10/31/17	ELECTRIC/PUBLIC UTILITIES ELECTRIC	830.10	221.84	508.26	.00	.00	.00	608.26	11177
	6.15	10/31/17	VACATION PAYOFF		518.81	3.69	SICK LEAVE PAYOFF			311.29	830.10 HR\$
			VEBA		207.53						207.53 ABT
			FICA - MEDICARE		8.83		ADD'L MEDICARE			5.48	14.31 TAX
			CITY OWNED VEHICLE USAGE		13.34		FICA - MEDICARE			8.83	4.51-BEN



**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: December 12, 2017

SUBJECT: Discuss and Consider Resolution 2017-108, Rejecting All Bids for Project No. 2017-01, "Community Center and Senior Center Tenant Improvements"

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2017-108, rejecting all bids for Project No. 2017-01, "Community Center and Senior Center Tenant Improvements".

BACKGROUND:

The City of Banning owns and operates its Community Center and Senior Center located at 789 N. San Geronio Avenue. The existing Community Center was built in 1968. The original Senior Center building was constructed in the 1950's and later acquired by the City in 1973. Initially, the Senior Center was a 1,529 square foot house and 400 square foot detached garage that later received a 2,500 square foot addition in 1987 and another 1,000 square feet in 1992.

Due to the gradual deterioration of the facilities over the years, staff determined upgrades and improvements were essential which would enhance accessibility and continue to provide safe, comfortable, and appealing usage. The scope of services for improvements to the Community Center includes the replacement of gym flooring; replacement of kitchen flooring; complete remodel of the restrooms; replacement of cabinetry in meeting rooms; replacement of drop ceiling in one (1) meeting room; ADA entry way improvements; door replacement (interior and exterior); new light fixtures and paint throughout the facility; and repairs to water damage areas and roof improvements. The scope of services for improvements to the Senior Center includes ADA improvements to the restrooms (doorways, stalls, etc.); the reconstruction of one (1) exterior and one (1) interior ramp.

Staff released a notice inviting construction bids on October 10, 2017 in the Press Enterprise and on October 12, 2017 in the El Chicano newspaper, as well as, on the City's website through its Planet Bid program. As required by the Community Development Block Grant (CDBG) grant guidelines, which is a resource that will be funding a portion of the construction, notifications were also mailed informing minority and female-owned businesses of the opportunity.

A non-mandatory pre-bid meeting was held on Wednesday, October 18, 2017 with five (5) companies being in attendance. Upon the deadline, Tuesday, October 31, 2017 one (1) bid was received by AJ Fistes Corporation of Long Beach, California with the base bid amounting to \$1,083,441. With the inclusion of alternatives, the total bid proposal amounts to \$1,253,541. The engineer's estimate for the project is \$475,000. As a result, staff recommends bid rejection and rebidding of the project.

JUSTIFICATION:

The competitive process ensures contractors do not inflate pricing and that prices are set honestly and fairly. Multiple bids provide a guideline of current market conditions and allows verification of fair and reasonable pricing. Due to the lack of response, in staff's opinion, rejecting the bid and rebidding the project would be in the best interest of the City.

FISCAL IMPACT:

Rebidding costs that will incur include staff's time to rebid the project and approximately \$700 for publications.

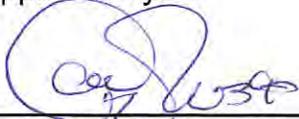
ALTERNATIVES:

1. Reject Resolution 2017-108. If rejected, the City is at risk of jeopardizing Community Development Block Grant funds resulting in the forfeiture of 2015/2016 and 2016/2017 funds.

ATTACHMENTS:

1. Resolution 2017-108

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-108

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, REJECTING ALL BIDS FOR PROJECT NO. 2017-01, "COMMUNITY CENTER AND SENIOR CENTER TENANT IMPROVEMENTS"

WHEREAS, Project No. 2017-01, "Community Center and Senior Center Tenant Improvements" was published in the Press Enterprise on October 10, 2017 and in the El Chicano Newspaper on October 12, 2017; and

WHEREAS, notifications of the opportunity were mailed to minority and female-owned businesses and the opportunity was released through the City's Planet Bid program; and

WHEREAS, staff held a non-mandatory pre-bid meeting on October 18, 2017 to allow prospective contractors to familiarize themselves with the project site as well as ask staff questions regarding the plans and specifications; and

WHEREAS, due to a lack of response and the inability to set thresholds of current market conditions and allow verification of fair and reasonable pricing, staff recommends that all bids received be rejected and the project be re-advertised.

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

The Banning City Council adopts Resolution 2017-108, rejecting all bids for Project No. 2017-01, "Community Center and Senior Center Tentative Improvements".

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-108, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California



**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
Luis Cardenas, Senior Civil Engineer

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution No. 2017-20 UA, Approving an Amendment to the Agreement with Albert A. Webb Associates for Water Canyon Main Replacement Design (Phase 1), Extending the Term for an Additional Year

RECOMMENDED ACTION:

The Banning Utility Authority discuss and consider adopting Resolution No. 2017-20 UA:

1. Approving an Amendment to the Professional Services Agreement with Albert A. Webb Associates for Water Canyon Main Replacement Design (Phase 1), extending the term for an additional year.
2. Authorizing the Interim City Manager to execute the Amendment to the Professional Services Agreement with Albert A. Webb Associates for the Banning Water Canyon Main Replacement Design (Phase 1).

BACKGROUND:

The Banning Utility Authority approved an agreement with Albert A. Webb Associates on May 10, 2016 for Water Canyon Main Replacement Design (Phase 1), per resolution 2016-02 UA. The original agreement term was for one year, with an optional extension of 180 days. Although the majority of the work has been delivered, there are two remaining tasks that cannot be performed until construction work is substantially completed. These include as-built drawing preparation and re-staking/re-surveying during construction.

The original agreement requires City Council, in its role as the Banning Utility Authority, to grant any further extensions to the term of the agreement.

JUSTIFICATION:

Albert A. Webb Associates has provided all services per the original agreement, except for tasks that are on hold until construction is completed. A one-year extension will allow adequate time for construction to be completed and the remaining tasks to be performed.

FISCAL IMPACT:

No impact. The proposed amendment will only extend the term of the agreement.

ALTERNATIVES:

1. Reject Resolution 2017-20 UA. Rejection of the resolution will cause the existing agreement to expire and will not allow certain tasks such as construction staking and the preparation of As-Built plans to be completed.

ATTACHMENTS:

1. Resolution 2017-20 UA

Approved by:



Alejandro Diaz
Acting City Manager

ATTACHMENT 1

(Resolution No. 2017-20 UA)

RESOLUTION 2017-20 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH ALBERT A. WEBB ASSOCIATES FOR WATER CANYON MAIN REPLACEMENT DESIGN (PHASE 1), EXTENDING THE TERM FOR AN ADDITIONAL YEAR

WHEREAS, the Banning Utility Authority approved a Professional Services Agreement with Albert A. Webb Associates for Water Canyon Main Replacement Design (Phase 1) on May 10, 2016; and

WHEREAS, the term of the original agreement expires November 2017 and requires City Council approval for an additional extension; and

WHEREAS, there are tasks remaining in the original agreement that are on hold until construction is substantially complete; and

WHEREAS, Albert A. Webb Associates has performed all other tasks to the satisfaction of the City. Staff is recommending a no-cost amendment to extend the term of the original agreement for an additional year.

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. 2017-20 UA approving an amendment to the agreement with Albert A. Webb Associates for the Water Canyon Main Replacement Design (Phase 1), extending the term for an additional year.

SECTION 2. The Interim City Manager is authorized to execute an amendment to the Professional Services Agreement with Albert A. Webb Associates for the Banning Water Canyon Replacement Design (Phase 1).

PASSED, ADOPTED AND APPROVED this 12th day of December, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary

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

Kevin G. Ennis, Esq., City Attorney
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 No. 2017-20 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Secretary
Banning Utility Authority



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-120
“Initiating the Proceedings to Vacate 25 feet of Public Right-of-Way fronting 1233 East Ramsey Street”

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2017-120, initiating the proceedings to vacate 25 feet of public right-of-way fronting 1233 East Ramsey Street and setting the date, time and place for the public hearing as January 9, 2018, at 5:00 p.m., in the Council Chambers at 99 E. Ramsey Street, Banning, CA 92220.

BACKGROUND:

The applicant is proposing to establish a truck repair and service facility at 1233 E. Ramsey Street. The project site is a 1.23-acre rectangular-shaped parcel and is the former location of Ramsey Recycling, which ceased operation in 2015. The site is located in the Business Park (BP) District, which allows light industrial and office/warehouse buildings. The street vacation is sought pursuant to the requirements of Condition of Approval No. 21 of Conditional Use Permit (CUP) No. 16-8003 approved by the Planning Commission on December 7, 2016, and in accordance with the City of Banning General Plan. Condition No. 21 of CUP No. 16-8003 requires the property owner to vacate 25 feet of public right-of-way prior to the start of business operations.

The General Plan identifies the full width right-of-way of Ramsey Street (an arterial highway) to be 110 feet, which is 55 feet (half-width) from the centerline to the edge of the street. The current half-width of the right-of-way from the centerline to the edge of Ramsey Street fronting the property is 80 feet. Therefore, 25 feet of the current half-

width of the right-of-way is being requested to be vacated in conformity with the General Plan.

There is a rebuttable presumption under the California Civil Code that “[a]n owner of land bounded by a road or street” owns “to the center of the way.” Because the City owns only a right-of-way easement to the underlying property (rather than the title to the underlying property), if vacated, the underlying 25 feet of property will revert to the owner of the fee title of the property free from the easement. In this instance, the owner of the land bounded by the 25 foot portion of Ramsey Street to be vacated is Krystal Perez Cruz.

The Public Streets, Highways, and Service Easements Vacation Law (Sts. & Hy. Code, § 8300 *et seq.*) (the “Law”) requires that where a city's general plan covers the area in which the street to be vacated exists, then it cannot proceed to vacate the street until the location, purpose, and extent of the vacation has been submitted to the City's Planning Commission for consideration of consistency with the General Plan (Sts. & Hy. Code, § § 8313(b); Gov. Code, § 65402). On December 6, 2017, the Planning Commission, by adoption of Resolution No. 2017-19, considered this request and determined that the proposed street vacation is consistent with the General Plan in accordance with Streets and Highways Code § 8313(b) and Government Code § 65402.

The proposed partial street vacation is more particularly described in Exhibit A (legal description), and Exhibit B (plat map). If approved, the subject vacated area will be available to be used as part of the truck repair and service use approved under Conditional Use Permit No. 16-8003 by Planning Commission.

JUSTIFICATION:

As determined by the Planning Commission, the proposed vacation is consistent with the General Plan in accordance with Streets and Highways Code § 8313(b) and Government Code § 65402.

The next step in the vacation process as stated in the Street and Highways Code requires that proceedings be initiated by the legislative body and the date, time and place for a public hearing be set. The process will include publishing a public notice in a local newspaper and the posting of notices on the site prior to the public hearing.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this resolution. However, should the applicant complete the proposed project, in addition to creating jobs, the project will generate revenues to the city in the form of building permit fees, inspection fees, utility fees and sales tax.

ALTERNATIVES:

1. Reject staff's recommendation, as a result the property at 1233 East Ramsey Street will not get to establish a truck repair and service facility.

ATTACHMENTS:

1. Resolution No. 2017-120
2. Exhibit A – Legal Description & Exhibit B – Legal Description Plat
3. Site Plan/Location Map

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-120)

RESOLUTION 2017-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA INITIATING PROCEEDINGS TO VACATE 25 FEET OF PUBLIC RIGHT-OF-WAY FRONTING 1233 EAST RAMSEY STREET AND SETTING THE DATE, TIME AND PLACE FOR THE PUBLIC HEARING

WHEREAS, Cruz Industrial Truck, Inc. has requested the vacation of 25 feet of public right-of-way fronting 1233 East Ramsey Street, situated in the City of Banning, County of Riverside, State of California, and described as follows: That portion of Lot "A" of the "Westerfield Subdivision of Lot 171" of Banning Colony Lands as per Map of said subdivision recorded in Map Book 17 Page 48 of Maps, in the Office of the County Recorder of said County, Described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SUBDIVISION MAP, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT "A" OF SAID SUBDIVISION MAP;

THENCE ALONG THE NORTH LINE OF SAID LOT "A" S 89D29M30S E A DISTANCE OF 271.22 FEET TO THE SOUTHEAST CORNER OF LOT 4;

THENCE S 00D30M30S W A DISTANCE OF 25.00 FEET TO A POINT 55.00 FEET NORTH OF THE CENTERLINE OF RAMSEY STREET;

THENCE N 89D29M30S W A DISTANCE OF 270.87 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT "A";

THENCE N 00D17M00S W ALONG THE WESTERLY LINE OF LOT "A" A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

WHEREAS, pursuant to California Streets and Highways Code Section 8300 *et seq.* and California Government Code Section 65402, before vacating a street or a portion of a street, the City Council must consider the City's General Plan and submit the matter of the proposed vacation to the Planning Commission according to the procedures established in Government Code Section 65402 and Streets and Highways Code Section 8313, and the Planning Commission must make a report regarding the conformity of the proposed street vacation with the City's General Plan within 40 days; and

WHEREAS, on December 6, 2017, the Planning Commission, by adoption of Resolution No. 2017-19, considered this request and determined that the proposed street vacation is consistent with the General Plan in accordance with Streets and Highways Code § 8313(b) and Government Code § 65402 and recommends that City Council vacate 25 feet of public right-of-way fronting 1233 East Ramsey Street as described in Exhibit "A" legal description and Exhibit "B" plat.

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

SECTION 1: The City Council hereby declares its intention to vacate 25 feet of public right-of-way fronting 1233 East Ramsey Street as described in attached Exhibit "A" and Exhibit "B", made a part of this resolution by this reference.

SECTION 2: The City Council hereby sets the date, time and place of the public hearing as January 9, 2018, at 5:00 p.m., in the Council Chambers at 99 E. Ramsey Street, Banning, CA 92220.

SECTION 3: The City Council hereby orders the City Clerk to publish and post notice of the public hearing pursuant to Streets and Highways Code (§8300 Et Seq.).

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-120, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

(Exhibit A – Legal Description & Exhibit B – Legal Description Plat)

**LEGAL DESCRIPTION
EXHIBIT "A"
RAMSEY STREET VACATION
APN 542-170-002, APN 541-170-0056 & APN 541-170-006**

THE LAND DESCRIBED HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS: THAT PORTION OF LOT "A" OF THE "WESTERFIELD SUBDIVISION OF LOT 171 OF BANNING COLONY LANDS AS PER MAP OF SAID SUBDIVISION RECORDED IN MAP BOOK 17 PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SUBDIVISION MAP, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT "A" OF SAID SUBDIVISION MAP;

THENCE ALONG THE NORTH LINE OF SAID LOT "A" S 89°29'30" E A DISTANCE OF 271.22 FEET TO THE SOUTHEAST CORNER OF LOT 4;

THENCE S 00°30'30" W A DISTANCE OF 25.00 FEET TO A POINT 55.00 FEET NORTH OF THE CENTERLINE OF RAMSEY STREET;

THENCE N 89°29'30"W A DISTANCE OF 270.87 FEET TO THE A POINT ON THE WESTERLY LINE OF SAID LOT "A";

THENCE N 00°17'00" W ALONG THE WESTERLY LINE OF LOT "A" A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL DESCRIPTION CONTAINS 6,676 S.F. / 0.15 ACRES MORE OR LESS

PREPARED BY: Harvey D. Marcell
Harvey D. Marcell, P.E.
Marcell & Associates

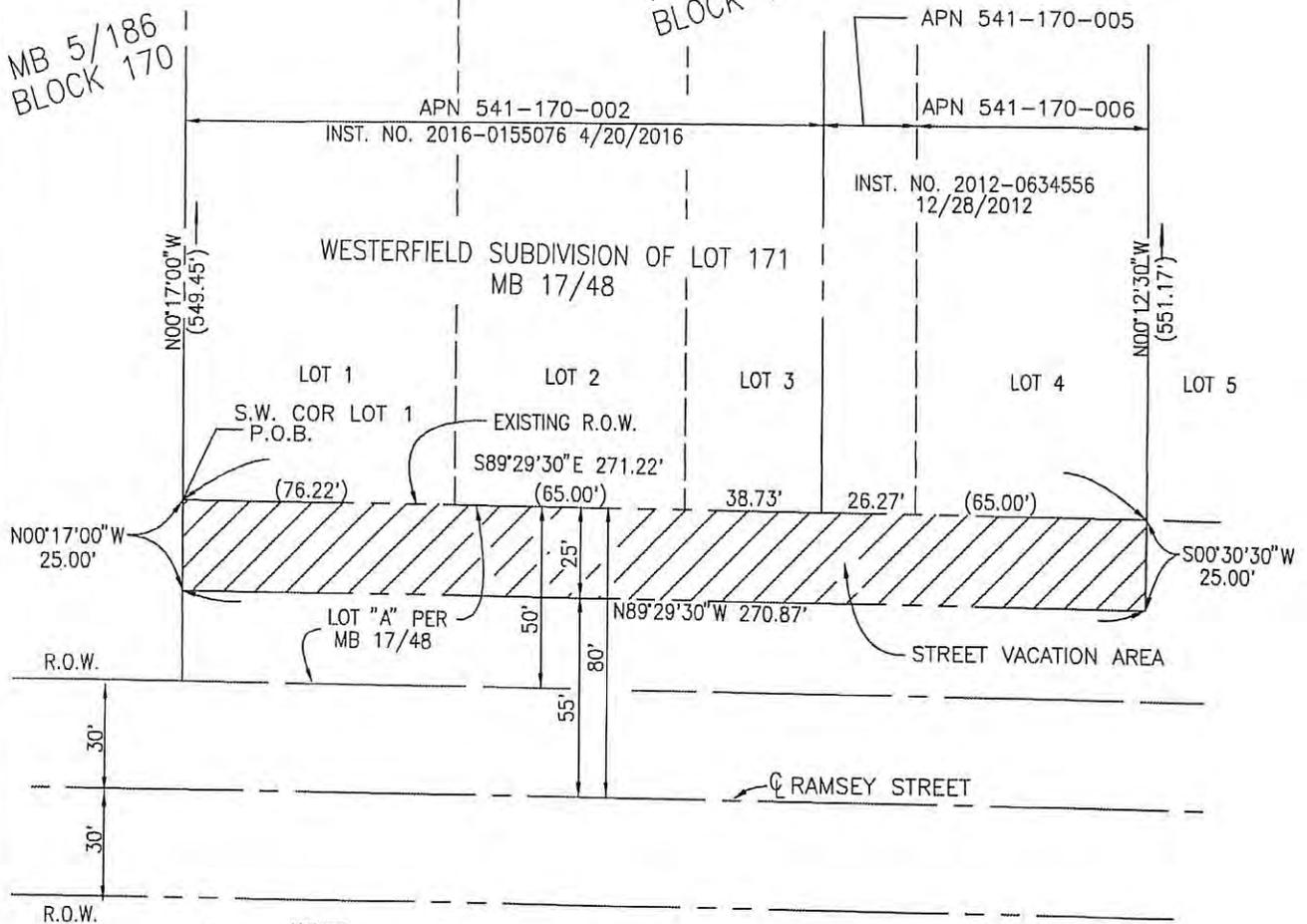


DATE: 11-29-2017

STREET VACATION

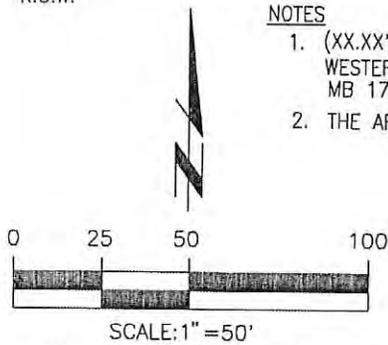
MB 5/186
BLOCK 170

MB 5/186
BLOCK 171



NOTES

1. (XX.XX') INDICATES RECORD DISTANCE PER WESTERFIELD SUBDIVISION OF LOT 171 MB 17/48
2. THE AREA OF VACATION IS 6,676 S.F.



11-29-2017

IN THE CITY OF BANNING

LEGAL DESCRIPTION PLAT

EXHIBIT "B"

MARCELL ASSOCIATES
P.O. Box 371
Banning, CA 92220
(951) 662-7460

KRYSTAL PEREZ CRUZ
1233 E. RAMSEY ST.
BANNING, CA 92220

NOV. 29, 2017

SHT. 1

FOR: CRUZ

OF 1

JOB NO. 1602

SHEETS



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: December 12, 2017

SUBJECT: Consider Adopting Resolution 2017-117 Approving License Agreement with Long Ear Donkey Rescue

RECOMMENDED ACTION:

It is recommended that City Council consider:

1. Adopting Resolution 2017-117 approving a License Agreement with Long Ear Donkey Rescue for use of grounds located at 2242 Charles Street;
2. Authorizing the Mayor to execute the Agreement; and
3. Authorizing the City Attorney to take such additional, related action that may be necessary.

BACKGROUND:

The managing principal for Long Ear Donkey Rescue, Klaus Duebbert, approached the City in April to use the grounds of the former Animal Shelter located at 2242 Charles Street. Mr. Duebbert indicated that there has been a recent and consistent influx of wild and domesticated donkeys and burros coming into the San Geronio Pass region and the existing regional facilities are not equipped to adequately shelter donkeys and burros, especially not several dozen at the same time. Currently, the sheltering is occurring at a private residence and the operation needs to be relocated to a larger facility.

JUSTIFICATION:

Long Ear Donkey Rescue has requested the use of the former Animal Shelter site to utilize the roughly 16.9 acres that includes perimeter fencing. This facility would house the current operation with some expansion for the Rescue to shelter and rehabilitate the donkeys and burros, and include homing activities.

The License Agreement being considered would cap the number of donkeys and burros to 50, and include the following terms:

- Term: two years with two additional one year extensions by mutual agreement (60 day termination or immediate if a public health hazard is posed);
- Fee: None;
- Use: Restricted to grounds only, no use of the facility is authorized. The Rescue would be permitted to bring a portable trailer to house security personnel;
- Utilities: At the sole expense of the Rescue; and
- Insurance: Commercial General Liability, Automobile, Workers' Compensation, and Property Damage.

Long Ear Donkey Rescue has secured a business license to operate within the City. In addition, staff has verified that Long Ear Donkey Rescue, Inc. is current as a registered Charity with the State of California and the U.S. Internal Revenue Service has record of tax filings dating back to 2013.

FISCAL IMPACT:

None.

OPTIONS:

1. Approve as recommended.
2. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Resolution No. 2017-117
2. License Agreement (signed by applicant)

Approved by:

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

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution No. 2017-117

RESOLUTION 2017-117

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
APPROVING LICENSE AGREEMENT FOR LONG EAR DONKEY RESCUE**

WHEREAS, in April, 2017, representatives from the Long Ear Donkey Rescue approached the City to use on a short term basis, the former Animal Shelter grounds located at 2242 Charles Street to house displaced donkeys and burros from the San Gorgonio Pass region; and

WHEREAS, the San Gorgonio Pass Area region currently does not maintain the facilities to maintain wild and domesticated donkeys and burros for sheltering, rehabilitation, and rehoming; and

WHEREAS, the Long Ear Donkey Rescue seeks to utilize a City asset on a short term basis for the purpose of addressing and mitigating the donkey and burro displaced population; and

WHEREAS, the former Animal Shelter is currently not in use while the City determines a long range plan for the facility. While vacant, the associated undeveloped land has significant vegetation growth that require City resources to minimize as a fire mitigation function, which could be addressed by the donkeys and burros of the Long Ear Donkey Rescue; and

WHEREAS, the License Agreement will provide a regional amenity and reduce City resources in addressing vegetation and weed overgrowth, both of which generate economic benefits for the community.

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

SECTION 1. Resolution No. 2017-117 is approved authorizing a License Agreement with Long Ear Donkey Rescue for use of City property to house and graze donkeys and burros.

SECTION 2. The Mayor is authorized to execute the License Agreement, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-117, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

License Agreement (signed by applicant)

LICENSE AGREEMENT FOR USE OF REAL PROPERTY

This License Agreement for Use of Real Property ("Agreement"), dated as of _____, 2017, is entered into by and between the CITY OF BANNING (the "City"), and LONG EAR DONKEY RESCUE INCORPORATED, a California nonprofit corporation (the "Rescue"), who agree as follows:

RECITALS

This License is made with reference to the following facts and circumstances, which are part of this License and are agreed to be correct:

A. The City is the owner of certain real property located in the City of Banning, County of Riverside, State of California, located at 2242 Charles Street, Banning, CA 92220 (APNs 532-180-008 and 009).

B. The Rescue requests to use a portion of the Property to provide donkey and burro sheltering, care, and rescue services within Riverside County. (These services are currently unavailable in the San Gorgonio Pass area as local animal shelter services unable to properly house these type of animals. Within the last few years, donkey and burro sheltering services has experienced a sharp increase in demand.)

C. The City is agreeable to short term use of the former animal control facility grounds for use as a donkey and burro sheltering facility.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of \$5.00 (receipt of which is hereby acknowledged by City), the mutual terms and covenants hereinafter set forth, and other consideration, the sufficiency of which is hereby acknowledged, City and Rescue hereby agree as follows:

1. REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Rescue that: (i) City, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on City except that City makes no representations or warranties about recorded documents or agreements.
- B. The Rescue represents and warrants to the City that: (i) Rescue and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) Rescue's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the Rescue.
- C. The Rescue has studied and inspected the Property and accepts the same "AS IS" without any express or implied warranties of any kind including any warranties or

representations by City as to title or its condition or fitness for any use, other than those limited warranties contained in subsection (A) above.

2. GRANT OF LICENSE; TERM.

- A. This License Agreement is not intended to represent permission granted in perpetuity. Either party may terminate this Agreement without cause by giving sixty (60) days' advance written notice to the other of intent to terminate. Additionally, City may terminate this License Agreement immediately by written notice to Rescue if the City Manager determines that the use of the Property by Rescue creates a material health, safety or welfare risk to the citizens of the City.
- B. The term of this License Agreement is for two (2) years. Such term may be extended twice for one (1) year for each extension, by mutual written agreement of the City Manager and Rescue.
- C. If the Rescue continues to occupy the Property after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement. Rescue hereby waives any and all rights to assert hardship as a defense to any unlawful detainer or similar proceeding by City for possession.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, the Rescue's rights in the Property are limited to the rights created by this Agreement, which create only a license in the Property, which is revocable only as set forth expressly herein. The City and Rescue do not by this instrument intend to create a lease, easement or other real property interest. The Rescue has no real property interest in the Property. The Rescue's sole remedy for any breach or threatened breach of this Agreement by the City will be an action for damages. The Rescue's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to the Property. The Rescue's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over the Property or Rescue's use of the Property, and to all matters of record.
- E. This License Agreement is specific to the Rescue, and may not be transferred or assigned in any manner, without the prior written approval of the City. Additionally, Rescue shall not enter into any sublicenses without the prior written approval of City.

3. FEES. [INTENTIONALLY OMITTED]

4. UTILITIES.

The Rescue is responsible for obtaining and paying for all utilities necessary for its use of the Property.

5. USE RESTRICTIONS.

- A. The Rescue shall not remove, damage or alter in any way any existing improvements or personal property of the City within the Property, or construct any additional improvements, without City's prior written approval in the City's sole and absolute discretion. The Rescue shall repair any damage or alteration to City's property to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.
- B. The Rescue shall use the Property solely for the purpose of donkey grazing and sheltering.
- C. The Rescue may utilize the Property for sheltering of up to 50 donkeys or burros at any one time.
- D. The rescue may utilize a portable, recreational trailer for personal use of Rescue personnel in connection with providing care to the animals and observational purposes (but not for sleeping or habitation). Any utilities used in connection with the recreational trailer shall be temporary in nature.
- E. The Rescue shall not access or use any of the buildings or structures on the Property (former animal control shelter) for any reason.

6. HAZARDOUS MATERIALS.

Rescue shall not use, store, transport or release any Hazardous Substance. The term "Hazardous Substance" shall mean any and all of the 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; 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; 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 polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

7. CONSTRUCTION AND MAINTENANCE.

- A. Rescue shall keep the portions of the Property used by it in good and safe condition, free of waste and debris, at all times. All maintenance costs associated with upkeep of the Property shall be the sole responsibility of the Rescue.
- B. The Rescue shall not permit any liens to be placed or remain on the Property by virtue of its use.

8. INDEMNIFICATION.

The Rescue shall indemnify, hold harmless and defend the City 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 the City, the Rescue 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 breach or performance of this Agreement by Rescue. The Rescue's obligations under the preceding sentence shall apply regardless of whether City 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 the City or any of its officers, officials, employees, agents or volunteers.

Should the Rescue contract any work on the Premises or subcontract any of its obligations under this License, the Rescue shall first notify City in writing and shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend the City 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 Agreement.

9. INSURANCE.

Throughout the life of this Agreement, the Rescue 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 the 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" and "property damage", including premises and operation, 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.
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property.
- (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (iv) PROPERTY insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

In the event the Rescue purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

The Rescue shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Rescue 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 City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) the Rescue shall provide a financial guarantee, satisfactory to the City Manager 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 the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Rescue shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Agreement, the Rescue 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 insurance policy shall be written on an occurrence form and shall name the City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Rescues' insurance shall be primary and no contribution shall be required of the City, its officers, officials, employees, agents or volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Should the Rescue maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by the Rescue. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, employees, agents and volunteers. The Property insurance policy shall name the City as a loss payee.

The Rescue shall furnish the City 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 City's execution of this Agreement.

Upon request of the City, the Rescue shall immediately furnish the City with a complete copy of any insurance policy required under this License, 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 Agreement.

Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this License immediately. No action taken by the City hereunder shall in any way relieve the Rescue of its responsibilities under this Agreement.

The fact that insurance is obtained by the Rescue shall not be deemed to release or diminish the liability of the Rescue, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City 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 the Rescue. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Rescue, its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Rescue, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

The Rescue and its insurers hereby waive all rights of recovery against the City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Rescue or its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Rescue, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them, or its property or the property of others under its care, custody and control. The Rescue shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive termination or expiration of this Agreement.

If the Rescue should contract any work on the Premises or subcontract any of its obligations under this Agreement, the Rescue shall require each consultant, contractor and subcontractor to provide insurance protection in favor of the City, 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 the Rescue and the City prior to the commencement of any work by the consultant, contractor or subcontractor.

10. DAMAGE OR DESTRUCTION.

The City has no obligation to reimburse the Rescue for the loss of or damage to fixtures, equipment or other personal property, except for loss or damage as is caused by the negligence or fault of City or its officers, employees or agents. The Rescue may insure all fixtures, equipment or other personal property for its own protection if it so desires.

11. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Rescue's right to occupy the Property and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Property in good condition, normal wear and tear and casualty not caused by Rescue excepted.

12. NOTICES.

Except as otherwise provided, all notices required or permitted to be given under this License must be in writing and addressed to the parties at their respective notice addresses set forth below. Notices must be given by reputable overnight messenger or by first-class certified mail, postage prepaid. Notices will be deemed effectively given in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service as certified mail, or one (1) business day after delivery to a reputable overnight messenger service for overnight delivery. The notice addresses of the parties are as follows:

If to City: City of Banning
 99 East Ramsey Street
 Banning, California 92220
 Attention: City Manager

If to Rescue: Long Ear Donkey Rescue Incorporated
 Attention: Klaus Duebbert
 2112 W. Westward Avenue
 Banning, CA 92220

13. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.

14. TAXES.

The Rescue acknowledges that this License may create a possessory interest subject to taxation and that the Rescue may be subject to payment of any and all taxes levied on that possessory interest.

15. RULES AND REGULATIONS.

The Rescue shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Rescue shall display to City, upon request, any permits, licenses or other evidence of compliance with the law.

16. RIGHT OF ENTRY RESERVED.

The City may, at any time, enter the Property for any lawful purpose, so long as the action does not unreasonably interfere with the Rescue's use or occupancy of the Property.

Exercise of any of the foregoing rights by the City or others pursuant to City's rights shall not constitute an eviction of the Rescue, nor be made the grounds for any abatement of rent or any claim for damages.

17. AGREEMENT AS LICENSE

The Parties intend and mutually agree that this Agreement shall be construed as a mere license by the City to the Rescue to operate within the City Property. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that the Rescue has no interest whatsoever in the City Property.

18. TIME OF ESSENCE

Time is of the essence of every provision hereof in which time is a factor.

19. PERSONAL PROPERTY

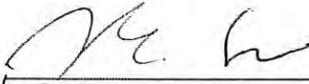
Upon the expiration or earlier termination of this Agreement, Rescue shall immediately remove all donkeys, donkey waste, and any other personal property, and if Rescue fails to do so, City may retain or dispose of the same in any manner without liability to Rescue, and Rescue hereby waives all laws and statutes to the contrary.

[Signatures Appear on Following Page]

CITY OF BANNING

LONG EAR DONKEY RESCUE
INCORPORATED

By: _____
George Moyer
Mayor

By: 
KLAUS DUEBNER,
(Print Name & Title) PRESIDENT

By: _____

(Print Name & Title)

Attest:

City Clerk

Approved as to Form:

By: _____
Kevin G. Ennis
Interim City Attorney

EXHIBIT A

LEGAL DESCRIPTION

REAL PROPERTY AT 2242 CHARLES STREET IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIVERSIDE COUNTY ASSESSOR PARCEL NUMBERS

532-180-008 - 8.50 ACRES M/L IN POR LOT 11 MB 008/044 WAVERLY TR

AND

532-180-009 - 8.40 ACRES M/L IN POR LOT 11 MB 008/044 WAVERLY TR

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Jennifer McCoy, Purchasing Manager

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-116, Approving Amendment No. 1 to the E-Procurement Management Software Solution Services Agreement with PlanetBids, Inc. of Woodland Hills, CA for additional Procurement Management Software Solution User Licenses.

RECOMMENDATION:

The City Council adopt Resolution 2017-116:

1. Approving Amendment No. 1 to the E-Procurement Management Software Solution Services Agreement with Planetbids, Inc. of Woodland Hills, CA to add one (1) Vendor and Bid Management License and Up to fifty (50) user Read Only Licenses to the e-Procurement Management Software Solution in an annual amount of \$7,375 and not to exceed an additional amount of compensation of \$22,125 over the contract term.
2. Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the agreement.
3. Authorizing the Interim City Manager to execute Amendment No. 1 to the Support Services Agreement and subsequent renewals with Planetbids, Inc. of Woodland Hills, CA.

JUSTIFICATION:

The Purchasing Division has successfully implemented the Planetbids system modules that include Vendor, Bid, Evaluation, Contract and Insurance Certificate Management.

This software has proven to enhance the operational efficiency of the City's procurement functions.

Recently, the Purchasing Division hired a new Buyer which will require the purchase of one (1) additional user license for the Vendor and Bid Management modules. At this time, the Purchasing Manager is required to post all bid requests/proposals for the Buyer due to the license limitation. The increase for this portion of the request will be \$2,375 per year.

To allow other City Staff to view the information available on our e-Procurement system, the departments have collectively requested the addition of the Read Only License for up to 50 users for all modules to be added to the contract for \$5,000 per year.

BACKGROUND:

On February 28, 2017, Resolution 2017-15 was approved that allowed the City to enter into a contract for the acquisition of the e-Procurement software for 3 years with two, one (1) year renewal options. This original purchase included one (1) full user license for all four (4) modules, one (1) user license for the Contract and Insurance modules, one (1) user license for the Evaluation Module, and one (1) Read only license to view all. Amendment No. 1 will increase the number of licenses purchased by the City as specified in the earlier section.

On January 16, 2017 the Purchasing Division acquired pricing pursuant the City of Palo Alto RFP 155399, which was released on July 29, 2014 for Professional Services for an e-Procurement Management Software Solution. A nine-member evaluation team reviewed the seven vendor proposals received and ranked according to the RFP specifications. Their evaluation resulted in the award of a General Services Agreement with PlanetBids, Inc. Contract Number S15155399.

The contract that the Purchasing Division utilized the "Piggy Back" option for the e-Procurement Solution Software that was awarded on April 13, 2015 by the City of Palo Alto and is in effect through March 31, 2018.

FISCAL IMPACT:

The additional licenses will add \$7,375 annually for a three (3) year term, for a total increase not to exceed \$22,125 over three (3) years so that the total amount for the services and licenses provide by the Agreement and Amendment No. 1 does not exceed \$86,925.00. The funding is allocated to all departments through a proportionate distribution from the City's General, Utility, and other major funds.

OPTIONS:

1. Adopt Resolution 2017-116
2. Reject Resolution 2017-116 and provide direction to staff.

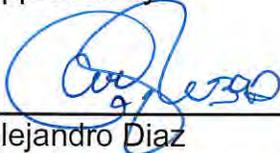
STRATEGIC PLAN OBJECTIVE:

This request supports the City's strategic goal related to "Fiscal Stability". To achieve fiscal sustainability by managing city finances, services and assets to produce a balanced budget, to increase reserves and to maintain desired city services and facilities.

ATTACHMENTS:

1. Resolution 2017-116
2. Amendment No. 1 to the Support Services Agreement
3. PB System Support Services Agreement R16318-17
4. Resolution 2017-15

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 2017-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE E-PROCUREMENT MANAGEMENT SOFTWARE SOLUTION SERVICES AGREEMENT WITH PLANETBIDS, INC. OF WOODLAND HILLS, CA IN THE AMOUNT OF \$22,125.00.

WHEREAS, the City of Banning Administrative Services Department is responsible to achieve fiscal sustainability by managing city finances, services and assets to produce a balanced budget, to increase reserves and to maintain desired city services and facilities; and

WHEREAS, the Purchasing Division has successfully implemented the PlanetBids system modules that include Vendor, Bid, Evaluation, Contract and Insurance Certificate Management; and

WHEREAS, on February 28, 2017, the City Council approved the original E-Procurement Management Software Solution Services Agreement with PlanetBids, Inc. ("Support Services Agreement") for a three (3) year term, with the option to renew for two additional years which included an e-Procurement Management Software Solution in an amount not to exceed \$64,800. This cost includes an initial set-up fee of \$6,000, with the annual installment of \$19,600; and

WHEREAS, the Purchasing Division hired a new Buyer requiring the purchase of one (1) additional user license for the Vendor and Bid Management modules. The increase for this portion of the request will be \$2,375 per year; and

WHEREAS, other City departments have collectively requested the addition of the Read Only License for up to 50 users for all modules to be added to the contract for \$5,000 per year. The payments will be made through a proportionate distribution from the City's General fund and Utility funds; and

WHEREAS, PlanetBids, Inc. has provided the City with the terms for the purchase of the additional licenses in a document entitled "PlanetBids Price Quote for City of Banning – November 22, 2017" and which document is Exhibit A to Amendment No. 1 to the Support Services Agreement.

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

SECTION 1. The Banning City Council approves Amendment No. 1 to the Support Services Agreement with PlanetBids, Inc. of Woodland Hills, CA for the additional licenses to e-Procurement Management Software Solution, which Amendment No. 1 is attached hereto as Exhibit A to this Resolution.

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

SECTION 3. The Interim City Manager is authorized to execute Amendment No. 1 to the Support Services Agreement and subsequent renewals with PlanetBids, Inc. of Woodland Hills, CA in an amount of \$22,125.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

Kevin G. Ennis, Esq., City Attorney

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-116, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT A

**(Amendment No. 1 to the E-Procurement Management Software
Solution Services Agreement with PlanetBids, Inc.)**

ATTACHMENT 2

**AMENDMENT NO. 1 TO THE E-PROCUREMENT
MANAGEMENT SOFTWARE SOLUTION SERVICES
AGREEMENT BETWEEN THE CITY OF BANNING AND
PLANETBIDS, INC.**

THIS AMENDMENT NO. 1 TO THE E-PROCUREMENT MANAGEMENT SOFTWARE SOLUTION SERVICES AGREEMENT (“Amendment”) is by and between the **CITY OF BANNING** (“City”) and **PLANETBIDS, INC.**, a California corporation (“Consultant”) and is effective as of the 12th day of December, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Support Services dated March 13, 2017 (“Agreement”) whereby Consultant agreed to provide the use of the PlanetBids “PB System”.

B. City and Consultant now desire to amend the Agreement, to add one (1) Vendor and Bid Management License and Up to fifty (50) user Read Only Licenses to the eProcurement Management Software Solution.

C. City and Consultant now desire to also amend the Agreement, to include additional compensation for the additional licenses in the annual amount of Seven Thousand Three Hundred Seventy-Five Dollars (\$7,375.00) and not to exceed Twenty-Two Thousand One Hundred Twenty-Five Dollars (\$22,125.00) over the contract term; for the total contract amount not to exceed Eighty-Six Thousand Nine Hundred Twenty-Five Dollars (\$86,925.00).

TERMS

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

(a) **Scope of Services:**

Section 2 – Table (A) to the Agreement is hereby amended to add additional licenses as provided in the PlanetBids Quote Dated November 22, 2017 which is attached to this Amendment as Exhibit “A”; and

(b) **Compensation:**

Subsection Section (2) and Table (A) of Section 2 of the Agreement is hereby amended to add to the previously existing compensation cap an additional amount of compensation that shall not exceed \$22,125.00 so that the total amount of compensation for the term of this Agreement does not exceed \$86,925.00.

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

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

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

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

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

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

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound

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

CITY:

CITY OF BANNING, a municipal corporation

Alejandro Diaz, Interim City Manager

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

Kevin G. Ennis, Esq., City Attorney

CONSULTANT:

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.

EXHIBIT A

From: Tim Goodwin
To: Jennifer McCoy
Subject: RE: PlanetBids Quote
Date: Wednesday, November 29, 2017 11:47:27 AM

PlanetBids Price Quote for City of Banning – November 22, 2017

PB System™ Module(s)	User License(s)	One-time Setup Fee	Cost**
Vendor Management and Bid Management (Additional License)	1		\$ 2,375 /Year 1 (5% increase upon renewal)
"Read Only" for Vendor, Bid Management, Insurance and Contract Management Modules	Up to 50		\$ 5,000 /Year
<p>* "Read Only" license - PlanetBids will provide one generic user login which will be shared among authorized "Read Only" users. With a "Read Only" license, users cannot add, delete or change any information, which eliminates any security concerns. However, PlanetBids highly recommends the login password be changed quarterly or at least annually so that individuals who have left employment with the City no longer have access to the information.</p> <p>** Commitment amendment of existing Support Services Agreement. Most of our customers commit to a three to five year contract that is paid annually. For a commitment of a three to five year contract, PlanetBids will offer a guarantee renewal price increase of 3% instead of 5%.</p> <p>Offer expires on February 28, 2018</p>			
<p>Process/Next Step Upon approval by City of Banning to proceed, PlanetBids will forward the amended Support Services Agreement (SSA) for review and signing.</p>			

Tim Goodwin
 Sr. Sales Executive
 (818) 992-1771 x120



www.planetbids.com

Recipient of the "Business of the Year 2012, Innovation in Technology" Award - U.S. Small Business Administration

ATTACHMENT 3

CITY OF BANNING
Purchase Order

PAGE: 1
 P O NO.: 028392
 DATE: 04/07/17

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO: PLANTBIDS, INC
 5850 CANOGA AVE SUITE 301
 WOODLAND HILLS, CA 91367

SHIP TO: CITY OF BANNING
 99 E RAMSEY ST
 PO BOX 998
 BANNING, CA 92220

VENDOR NO.		<i>All purchases are subject to the terms and conditions on the reverse side of this form.</i>			
7209					
DELIVER BY		SHIP VIA		F.O.B.	
06/30/17				NET	
CONFIRM BY			CONFIRM TO		REQUISITIONED BY
ALAN ZAVIAN			JENNIFER MCCOY		JENNIFER MCCOY
FREIGHT		CONTRACT NO.	ACCOUNT NO.		REQ. DATE
			00119104122333		04/07/17
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		EXTENDED COST
1	19600.00	YR	E-PROCUREMENT SYSTEM MODULES VENDOR BID MANAGEMENT - 1 FULL USER LICENSE @ \$3,875/YEAR; CONTRACT MANAGEMENT - 2 USER LICENSES @ \$5,500/YEAR; INSURANCE CERTIFICATE MANAGEMENT WITH MY INSURANCE - 2 USER LICENSES @ \$6,250/YEAR; EVALUATION MANAGEMENT - 1 USER LICENSE @ \$3,500/YEAR; READ-ONLY - 1 USER LICENSE @ \$475/YEAR.		19600.00
2	6000.00	EA	E-PROCUREMENT SYSTEM MODULES ONE-TIME SET-UP FEE		6000.00
SUB-TOTAL					25600.00
TOTAL					25600.00
REMARKS: CONTRACT TERMS: 04/01/17 - 03/31/20 W/NTE 5 YEAR CONTRACT RENEWALS.					

AUTHORIZED BY 
 PURCHASING OFFICER

CITY OF BANNING
Purchase Order

PAGE: 2
P O. NO.: 028392
DATE: 04/07/17

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO: PLANTBIDS, INC
5850 CANOGA AVE SUITE 301
WOODLAND HILLS, CA 91367

SHIP TO: CITY OF BANNING
99 E RAMSEY ST
PO BOX 998
BANNING, CA 92220

VENDOR NO.		<i>All purchases are subject to the terms and conditions on the reverse side of this form.</i>						
7209								
DELIVER BY		SHIP VIA		F.O.B.		TERMS		
06/30/17						NET		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
ALAN ZAVIAN			JENNIFER MCCOY			JENNIFER MCCOY		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
			00119104122333			26303	04/07/17	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	
			COMPENSATION AS PER SUPPORT SERVICES AGREEMENT DATED 03/13/17; YEARS 1-3 @ \$19,600; 3% ANNUAL INCREASE UPON RENEWAL. PRICING IS BASED ON THE CITY OF PALO ALTO PIGGYBACK CONTRACT. RESO. 2017-15 APPROVED BY CITY COUNCIL 02/28/17.					

AUTHORIZED BY  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.



Leading e-Procurement Solutions Connecting Buyers & Suppliers Efficiently!

5850 Canoga Avenue • Suite 301 • Woodland Hills • CA • 91367 • 818-992-1771

PB System™ SUPPORT SERVICES AGREEMENT

This SERVICE SUPPORT AGREEMENT, which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the day of March 13, 2017, by and between PLANETBIDS, INC., a California corporation, ("PlanetBids") and the following customer ("Customer") for the period from 04/01/17 to 03/31/20:

Customer Name:	<u>City of Banning</u>
Street Address	<u>99 E. Ramsey Street</u>
City, State ZIP	<u>Banning, CA 92220</u>
Department	<u>Administrative Services/Purchasing Division</u>
Principal Contact:	<u>Jenn McCoy</u>
Title:	<u>Purchasing Manager</u>
Phone & Email:	<u>(951) 922-3121, jmccoy@ci.banning.ca.us</u>
Method of Payment:	<u>Net 30 Days</u>

THEREFORE, PlanetBids and the Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement.

a) "Services" shall include the following: 1) use of the PlanetBids "PB System™" vendor management, bid management, contract management, insurance certificate management with (My Insurance), evaluation management modules for the purpose of vendor registration, posting and tracking Bid Requests managing of contracts not including contract authoring/preparation, managing insurance certificates, conducting the entire process of evaluating RFPs and bids online, and other information on Customer's website or private internet network; 2) up to the number of user licenses for access to and use of each PB System™ modules, as outlined in Table (A) on page 3 of the Agreement, by the Customer Purchasing Department; 3) the option, at Customer's discretion, to process and distribute Bid Requests to additionally available PlanetBids suppliers within their selected categories at no additional cost and, 4) use of the PB System™ Contract Management module for the purpose of managing contracts by posting and tracking all awarded contracts 5) an optional Reverse Auction feature that enables the Customer to solicit bids from Customer and/or PlanetBids registered suppliers selected by Customer in a price only based blind bidding process, which can be activated by giving notice thereof to PlanetBids in writing or by email.

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's website. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or sorted on the PB System™.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all improvements, amendments and/or optional services as they appear.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

a) **Support Fees.** Customer agrees to pay PlanetBids a total of \$ 25,600.00 for Year 1. Payment for Year 1 shall be due and payable 30 days from the time of execution of this Agreement. Customer has the option to extend this agreement for Year 4 and Year 5 by requesting in writing 30 days prior to end of the actual year. Payments for Year 1, Year 2, Year 3, and optional Year 4 and Year 5 are payable within 30 days from the invoice date each year:

1) **Set-Up Fee.** Customer shall pay a one-time set-up fee of \$6,000.00 for the installation, customization and testing of the PB System™ portal link to Customer's website, plus administrator set-up and one-time online user training for up to the number of user licenses outlined in Table (A) on page 3.

2) **Service Fee Payment.** Customer shall pay for the PB System™ vendor management, bid management, insurance certificate management (with My Insurance), contract management and evaluation management modules a fee of \$19,600.00 for Year 1. Annual service fees for Year 1, Year 2 and Year 3 shall remain the same. An annual service fee applies for optional Year 4 and Year 5 at a three (3) percent increase upon renewal each year as outlined in Table (A) on page 3.

Table (A)

PB System™ MODULES	SETUP	YEAR 1 2017-2018	YEAR 2 2018-2019	YEAR 3 2019-2020	YEAR 4 2020-2021 (Optional)	YEAR 5 2021-2022 (Optional)
Vendor & Bid Management (1 Full User License)	\$3,500.00	\$ 3,875.00	\$ 3,875.00	\$ 3,875.00	\$ 3,991.25	\$ 4,110.99
Contract Management (2 User Licenses)	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,665.00	\$ 5,834.95
Insurance Certificate Management with My Insurance (2 User Licenses)	\$1,500.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,437.50	\$ 6,630.63
Evaluation Management (1 User License)	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,605.00	\$ 3,713.15
Read-Only (1 User License)	\$ 0.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00
Sub-Total	\$6,000.00	\$ 19,600.00	\$ 19,600.00	\$ 19,600.00	\$ 20,173.75	\$ 20,764.72
TOTAL	\$ 25,600.00	\$ 19,600.00	\$ 19,600.00	\$ 19,600.00	\$ 20,173.75	\$ 20,764.72

4) **Reverse Auction.** If the customer chooses to activate the Reverse Auction feature and conduct Reverse Auctions through the Services, Customer does not have to purchase an additional license, but is required to pay a transaction fee for each event/solicitation transaction conducted through the Reverse Auction feature. Once activated, the Reverse Auction feature will remain activated for the balance of the term of this Agreement, including any extensions or renewals. The transaction fee for Reverse Auctions shall be 1% of the total amount of each Reverse Auction transaction, excluding shipping and handling costs; provided that the minimum transaction fee payable for any event/solicitation transaction shall be \$25.00. Within 10 days following the end of each calendar quarter, PlanetBids will invoice the Customer for the total amount of fee(s) payable for all event/solicitation transactions completed during such quarter, which amounts shall be due and payable within 30 days of the date of invoice. It shall be the responsibility of Customer to collect from the supplier any portion of the transaction fee to be paid by such supplier, and to pay any taxes, duties, imposts or tariffs that are applicable to purchases via the Services.

b) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services:

- 1) Special customization work -up shall be provided at PlanetBids' current standard rates pursuant to an estimate provided by PlanetBids.
- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available as of today at \$500.00, for up to 2 hours online.
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up copy of all data appearing on Customer's website on a daily basis. The duration such data is retained will be determined by PlanetBids in its sole discretion. However Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$125.00 per hour.

c) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to alan@planetbids.com or mailed to the following address;

PlanetBids, Inc.
5850 Canoga Avenue, Suite 301
Woodland Hills, CA 91367
Attn: Alan Zavian

3. Use of Services.

a) PlanetBids is not responsible for the content and/or transactions on Customer's website. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operating policies and terminate this Agreement.

1) PlanetBids shall have the right to impose from time to time reasonable rules and regulations regarding the use of the Services. Customer agrees to comply with all such rules and regulations and with applicable laws, ordinances and regulations related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

3) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

4) In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

6) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

b) It is the responsibility of the Customer to (i) pre-qualify all bidding participants in a Reverse Auction, and (ii) limit access to the Services so that only Customer authorized personnel have the capability of activating the Reverse Auction feature and/or conducting

Reverse Auctions. "Open to the Public" Reverse Auctions on Customer's website are not permitted. PlanetBids shall have no obligation or involvement in the conduct of any Reverse Auction or responsibility for verifying that the users are authorized by Customer to conduct such transactions.

c) THE SERVICES ARE PROVIDED "AS IS." PLANETBIDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK. FURTHER, PLANETBIDS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE SERVICES OR SITES LINKED THERETO.

d) PlanetBids does not at any time come into possession of the products or services acquired through the Services and is not aware of the specific use to which those items will be put. In using the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates harmless from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of, or in any way connected with, Bid Requests and uncompleted or completed transactions related to the Services.

4. Termination.

a) ~~Termination for Cause.~~ This Agreement may be terminated by either party by providing the non-terminating party with no less than forty five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein. Any payments made in advance by Customer for actual or subsequent years are not refundable by PlanetBids.

5. Confidentiality. PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids. Further, PlanetBids will have the right to use any Customer's name in connection with the advertising or promotion of the Services.

6. Copyright Protection. The PB System™ and all materials appearing on the PlanetBids website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source

code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

7. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. Firefox 3.5+ (or better) and Internet Explorer 8.0+ (or better) support the SSL protocol are acceptable, but we recommend that you use the latest browsers to ensure that you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its user names and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its user name and password, but the Customer shall be responsible for all activity and charges incurred by such employees and any fees resulting from the activation of the Reverse Auction feature. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

8. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided on the membership registration or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the these terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

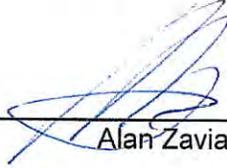
- Signature Page on next page -

- Signature Page -

AGREED effective as of the date first written above.

PLANETBIDS, INC.

City of Banning

By:  _____
Alan Zavian, CEO

By:  _____

Name: Michael Rock

Title: City Manager

3/29/17 (Date)

4-3-17 (Date)

EXHIBIT "A"

**STATEMENT OF WORK
FOR SETUP, IMPLEMENTATION AND TRAINING**

1. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up to the number of licensed users as outline in Table (A) of this Agreement on page 3. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – “Level 2” customer service is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

2. PB System™ Set-up, Implementation and Training:

- PlanetBids will initially load up to the number of licensed users as outlined in Table (A) of this Agreement, for Customer
- PlanetBids will provide a 2-hour training online for PB System™ Vendor Management and Bid Management modules
- PlanetBids will provide a 1-hour training online for PB System™ Contract Management module
- PlanetBids will provide a 1-hour training online for PB System™ Insurance Certificate Management with My Insurance module
- PlanetBids will provide a 1-hour training online for PB System™ Evaluation Management add-on module

PB System™ set-up, implementation and training consists of the following:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, PlanetBids will train all assigned users on-site at the Customer's training facility.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into PB System™ for up to Three (3) licensed users for Customer.

The following implementation services will be provided:

- a. Seamless integration to Customer's procurement web page.
- b. Online configured vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.
- i. As a courtesy and a one-time process, PlanetBids will notify by email to all current Customer vendors to register on new portal. Customer shall supply a clean record of vendor names and email addresses to PlanetBids.

3. Professional Services

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at a rate of \$125/hour, billed in 1 hour increments. No work will begin on professional services before a mutually agreed-upon statement of work is completed. All on-site travel expenses will be passed-through to Customer. No travel will be expensed without the prior approval of Customer's management.

4. Help Desk

The PlanetBids Help Desk is available for "Level 2" support (as defined below) via our telephone number (818) 992-1771, from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

Customer will be responsible for all "Level 1" support:

- A level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). More complex, technical questions should be directed to a PlanetBids level 2 support representative.

A PlanetBids representative will be responsible for "Level 2" support:

- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

ATTACHMENT 4

RESOLUTION 2017-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING THE E-PROCUREMENT MANAGEMENT SOFTWARE SOLUTION SERVICES AGREEMENT TO PLANETBIDS, INC. OF WOODLAND HILLS, CA IN THE AMOUNT OF \$64,800.00.

WHEREAS, the City of Banning Administrative Services Department is responsible to achieve fiscal sustainability by managing city finances, services and assets to produce a balanced budget, to increase reserves and to maintain desired city services and facilities; and

WHEREAS, the Purchasing Division's direction is to enhance the operational efficiency of the City's procurement functions with a focus on transitioning procurement from a decentralized method to a centralized strategic-focused administrative body within Administrative Services Department (ASD); and

WHEREAS, the Purchasing Division acquired pricing pursuant the City of Palo Alto RFP 155399, which was released on July 29, 2014 for Professional Services for an e-Procurement Management Software Solution; and

WHEREAS, a nine member evaluation team reviewed the seven vendor proposals received and ranked according to the RFP specifications. Their evaluation resulted in the award of a General Services Agreement with Planetbids, Inc. Contract Number S15155399; and

WHEREAS, the Purchasing Division requested to "piggy back" on the City of Palo Alto contract for the e-Procurement Management Solution Software that was awarded on April 13, 2015 and is in effect through March 31, 2018; and

WHEREAS, the implementation of the Planetbids System Modules is essential to the success of the strategic plan objective; and

WHEREAS, the Agreement is for a three (3) year term, with the option to renew for two additional years for the e-Procurement Management Software Solution in an amount not to exceed \$64,800; and

WHEREAS, the cost of the three-year agreement for the procurement software is \$64,800. This cost includes an initial set-up fee of \$6,000, with the annual installment of \$19,600. The payments will be made through a proportionate distribution from the City's General fund and Utility funds.

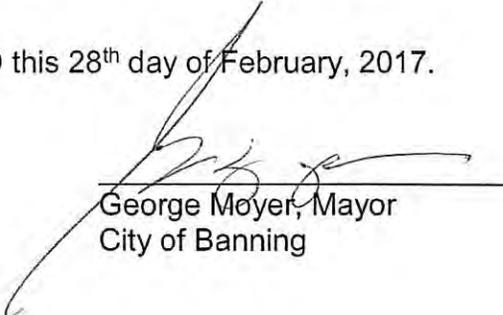
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council adopts Resolution 2017-15 awarding the Professional Services Agreement to Planetbids, Inc. of Woodland Hills, CA for the e-Procurement Management Software Solution.

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

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement and subsequent renewals with Planetbids, Inc. of Woodland Hills, CA in an amount of \$64,800.

PASSED, APPROVED AND ADOPTED this 28th day of February, 2017.


George Moyer, Mayor
City of Banning

ATTEST:


Marie A. Calderon, City Clerk
City of Banning

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


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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-15, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of February, 2017, by the following vote, to wit:

AYES: Councilmembers Franklin, Welch, Mayor Moyer

NOES: Councilmember Peterson

ABSTAIN: None

ABSENT: Councilmember Andrade



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



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Approving Amendment #1 to Agreement for Professional Services between the City of Banning and Capital Realty Analysts

RECOMMENDED ACTION:

That City Council Adopt Resolution 2017-110:

1. Approve Amendment #1 to Agreement for Real Estate Appraisal Services through June 30, 2018; and
2. Authorize the City Manager to execute the First Amendment with Capital Realty Analysts on the form that is approved by the City Attorney; and
3. Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations for FY 2018.

BACKGROUND:

The City initially entered into a professional services agreement with Capital Realty Analysts, Inc. for real estate appraisal services, in an amount not to exceed \$25,000 on July 1, 2017. The original intent for securing these services was to provide valuations of City-owned real property that may be considered for future sale.

Since July 1st, the following expenditures have been incurred against the \$25,000 purchase order:

- Downtown Commercial property in the vicinity of Ramsey Street and Williams/Hayes Street(s) \$3,600

- Vacant lot in the vicinity of Ramsey Street and Third Street \$1,800
 - Commercial site in the vicinity of San Gorgonio Avenue and Martin Street \$3,000
 - Initial Valuation of right of way in the vicinity of Ramsey Street and Hathaway Street \$10,500
- Funds Remaining: \$6,100

JUSTIFICATION:

The City is currently underway with design and engineering work for both the Ramsey and Hathaway Street Widening and Joshua Palmer Way Realignment projects. Both projects require the acquisition of right of way in order to be constructed. Prior to acquisition, the City must determine fair market value for the necessary right of way required. Real estate appraisal services is a state licensed profession and is authorized to perform such services to determine fair market value of real property.

The Hathaway and Ramsey Street Widening project consists of eleven parcels and seventeen separate right of way sections within those parcels. An initial consultation was completed in September to determine preliminary valuations, but further analysis will be required to proceed with determining fair market value for each of the parcels for the entire project. For the remainder of work required, a proposal was received in the amount of \$52,800. Tax Allocation Bonds proceeds were earmarked for funding the completion of this project (Account No. 480-9500-490.93-15).

The Joshua Palmer Way Realignment project has undergone engineering and design work and it is anticipated that the City will enter into a Transportation Uniform Mitigation Fee Reimbursement Agreement to fund the construction of this project, including right of way acquisition. This project contains six parcels that will require real property valuation services before the City can consider making fair market value offers to property owners for the required right of way. The estimated cost for real property appraisal services for this project is \$40,800.

Staff recommends approval of Amendment #1 of the Capital Realty Analysts professional services agreement to fund the real property appraisal services necessary for both of the projects identified.

FISCAL IMPACT:

The amendment will be funded by two Capital Project Funds which include: Hathaway and Ramsey Street Widening - \$52,800 (Account No. 480-9500-490.93-15), and Joshua Palmer Way Realignment - \$40,800 (TUMF Reimbursement Agreement): totaling \$93,600.

OPTIONS:

1. Approve as recommended
2. Reject Amendment #1 to Agreement for Professional Services with Capital Realty Analysts and provide staff with alternative direction.

ATTACHMENTS:

1. Resolution No. 2017-110
2. Professional Services Agreement between the City of Banning and Capital Realty Analysts, Inc.

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution No. 2017-110

RESOLUTION 2017-110

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAPITAL REALTY ANALYSTS, INC. FOR A TOTAL CONTRACT AMOUNT OF \$118,600 THROUGH FISCAL YEAR 2017/2018 FOR REAL ESTATE APPRAISAL SERVICES

WHEREAS, on July 1, 2017, City Council approved an agreement with Capital Realty Analysts Inc. (CRA) of La Quinta, California for Real Estate Appraisal Services in an amount not to exceed \$25,000 for the 2017/18 Fiscal Year; and

WHEREAS, the Community Development Department is responsible for CRA contract management and has received requests from other departments for CRA's services that exceed the current authorized appropriation; and

WHEREAS, the services requested are required to determine fair market valuations to acquire right of way dedications, so construction can commence; and

WHEREAS, the First Amendment includes the addition of \$93,600 to the contract amount, which requires an appropriation from Account No. 480-9500-490.93-15 (Ramsey and Hathaway Street Widening) and from the Joshua Palmer Way Realignment TUMF Reimbursement Agreement.

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

SECTION 1. The Banning City Council adopts Resolution 2017-110 approving the First Amendment to the Professional Services Agreement with Capital Realty Analysts, Inc. of La Quinta, California for an additional amount of \$93,600 for the remainder of Fiscal Year 2017/2018.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers related to this amendment.

SECTION 3. The City Manager is authorized to execute the First Amendment to the Professional Services Agreement with Capital Realty Analysts, Inc. of La Quinta, California, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-110, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Professional Services Agreement between the City of Banning and Capital Realty
Analysts, Inc.

CITY OF BANNING
Purchase Order

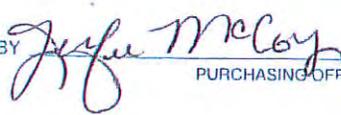
PAGE: 1
P.O. NO.: 028563
DATE: 07/20/17

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO: CAPITAL REALTY ANALYSTS, INC
78100 MAIN STREET
SUITE 202
LA QUINTA, CA 92253

SHIP TO: CITY OF BANNING
99 E RAMSEY ST
PO BOX 998
BANNING, CA 92220

VENDOR NO.		<i>All purchases are subject to the terms and conditions on the reverse side of this form.</i>					
7260							
DELIVER BY		SHIP VIA		F.O.B.		TERMS	
07/21/17						NET	
CONFIRM BY			CONFIRM TO		REQUISITIONED BY		
JAMES DINGMAN			JENNIFER MCCOY		TED SHOVE		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE
			00112104123311			26441	07/19/17
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		UNIT COST	EXTENDED COST	
1	25000.00	EA	REAL ESTATE APPRAISAL SERVICES AS NEEDED		1.0000	25000.00	
					SUB-TOTAL	25000.00	
					TOTAL	25000.00	
REMARKS: PRICING AND SERVICES PER AGREEMENT DATED JULY 1, 2017. CONTRACT TERM: 07/01/17 - 06/30/18 W/NTE 5 YEAR RENEWALS.							

AUTHORIZED BY  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:** 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, employees and agents 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 \$1,000,000 per occurrence with 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 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.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
CAPITAL REALTY ANALYSTS, INC.**

This AGREEMENT is entered into this 1st day of July, 2017, by and between the CITY OF BANNING, a general law city a municipal corporation ("CITY") and CAPITAL REALTY ANALYSTS, INC., 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 Twenty-Five Thousand Dollars, (\$25,000.00), 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 James Dingman. 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 June 30, 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 performed 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>Capital Realty Analysts, Inc.</u> <u>78100 Main Street, Ste. 202</u> <u>La Quinta, CA 92253</u>
<u>ATTN: City Manager</u>	<u>ATTN: James Dingman</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 _____

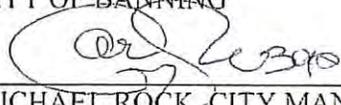
OR

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


MICHAEL ROCK, CITY MANAGER

CONSULTANT

By: 
NAME:
TITLE: CEO

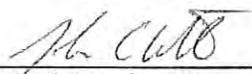
By: 
NAME:
TITLE: secretary

ATTEST:


Marie A. Calderon, City Clerk

33-0750428
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.

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 SANTA BARBARA)
On JUNE 21, 2017 before me, CATHERINE A. PARR, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JAMES DINGMAN AND PHOEBE A. SMITH
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Catherine A. Parr
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

EXHIBIT A



CITY OF BANNING
CALIFORNIA
REQUEST FOR QUOTATION

INSTRUCTIONS:

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

This is not an order

QUOTE NUMBER

RFQ #17-021

Date: April 26, 2017

TO
Capital Realty Analysts

QUOTES WILL BE RECEIVED UNTIL
10:00 A.M., May 15, 2017
AT THE PURCHASING DIVISION
99 E. RAMSEY STREET
P.O. BOX 998
BANNING, CA 92220
(951) 922-3181
VENDOR MAY EMAIL QUOTE TO:
tshove@ci.banning.ca.us

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.
ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW.
BID PRICES ARE TO INCLUDE ANY FREIGHT AND DELIVERY CHARGES.

QUOTE YOUR MOST COMPETITIVE PRICES

FOR: Real Estate Appraisal Services

CONTACT PERSON: Ted Shove (951) 922-3181

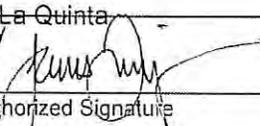
THE CITY OF BANNING RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS.

THE CITY OF BANNING WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

The undersigned, as bidder, declares that all documents regarding this quote have been examined and accepted and that, if awarded, will enter into a price agreement with the City of Banning.

TERMS _____ % 30 DAYS

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: 30

Capital Realty Analysts
Company name as it appears on your invoices
78100 Main Street - Suite 202 760-219-2126
Address Telephone
La Quinta CA 92253
City State Zip

Authorized Signature CEO
83-0750428 5/11/2017
Federal ID Number Date

RETAIN ONE COPY FOR YOUR FILES

ALL QUOTATIONS MUST BE SIGNED

City of Banning RFQ #17-021
Real Estate Appraisal Services
Scope of Work/Bid Sheet

Dear Bidders:

The City of Banning (hereinafter referred to as the "City") is requesting bids from a qualified public entity or private firm, for the real estate appraisal services. This is an informal Request for Quote for the Scope of Work indicated below. To be considered, please respond fully and promptly. The City has several prospective sites that immediately require real estate appraisals. All responses to this RFQ are to be submitted by email, tshove@ci.banning.ca.us, no later than 10:00 a.m. on May 15, 2017.

Project Management

The Consultant will manage the entire appraisal assignment and coordinate with the City. Appraisal services will be performed by a Certified General Appraiser and/or a staff appraiser under the direction of a Certified General Appraiser. The firm will be required (independent of the City) to determine the value of real estate for acquisition purposes. Appraiser must specialize in determining the value of specific vacant land types of real estate. It is highly desirable for the lead appraiser to have five years' experience.

Technical Analyses and Technical Report Preparation

Prepare the appropriate appraisal reports as requested by the City. All reports must comply with Uniform Standards of Professional Appraisal Practice (USPAP).

Timelines

Provide estimated time necessary to complete various appraisal assignments, for example (vacant land, commercial buildings, residential, etc.). Completion of the assignment should be two to three weeks from time of engagement and not exceed four weeks. Please identify your capability to accept and complete rush assignments (including additional cost).

Final Reporting

Three (3) paper copies of complete appraisal report should be bound and presented to the City. At the City's request, an electronic copy of the final report shall be made available to the City.

Appraisals shall include all required components as defined by USPAP and elaborate on any departures from USPAP.

Project Team Qualifications, Experience and Roles

Including but not limited to:

- Describe your firm's experience and area of expertise. Include supporting materials.
- Provide the names and contact person(s) for which your firm has provided this type of service.
- List specific services provided for each.
- Provide a minimum of three (3) references, (include email addresses for contacts).
- Designate the individual who will be responsible for managing this agreement.
- Provide resumes of all appraisers that will be party to this agreement.
- Provide a brief description of their experience and their roles.
- Provide copies of current appraiser's license(s) and professional certifications including MAI certification.
- Tell us about the most complicated appraisal assignment you have completed.
- Explain if you have ever been required to defend your appraisal in court or provide expert testimony and the outcome of it.
- Submit copy of Errors and Omissions Insurance (E&O).
- Proof of good standing letter from Office of Real Estate Appraisers (OREA).
- Explain if you have ever been disciplined by OREA for any reason.

Project Budget and Fee Schedule

Provide a proposed fee schedule specifying rates for appraisals. The City understands that actual fees will be determined on a case-by-case basis, however, submit a line item pricing matrix using the example below for standard services provided, including any expedited processing fees/charges.

RESIDENTIAL APPRAISALS

Standard Single-family dwelling & Lot	\$ <u>375.00</u>
Additional cost per single-family dwelling on same lot	\$ <u>150.00</u>
Vacant/Unimproved Residential Lots	\$ <u>300.00</u>
The proposed time to complete a Residential Real Estate Appraisal Project:	<u>2 weeks</u>
Expedited (additional cost/time reduction)	\$ <u>150 / Week</u>

COMMERCIAL APPRAISALS

Appraisal (Sales Comparables)	\$ <u>1500</u>
Appraisal (Income Capitalization)	\$ <u>1500</u>
Appraisal (Cost Approach)	\$ <u>1500</u>
Appraisal (Vacant Land)	\$ <u>2200</u>
The proposed time to complete a Commercial Real Estate Appraisal Project:	<u>Four weeks</u>
Expedited (additional cost/time reduction)	\$ <u>1500 / Week</u>

OTHER SERVICES

Appraisal reviews	\$ <u>200/1000</u> (Res/Commercial)
Court Appearance and/or Testimony	
Per hour Rate (Up to 4 hrs)	\$ <u>\$375.</u>
Flat Rate (4+ hrs)	\$ <u>1500.00</u>
Per Hour Rate/Court Preparation	\$ <u>275.00</u>

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF BANNING:

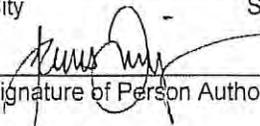
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Quotes which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Capital Realty Analysts
Company Name

78100 Main Street - Suite 202
Address

La Quinta CA 92253
City State Zip


Signature of Person Authorized to Sign

James Dingman
Printed Name

CEO
Title

Name: James Dingman

Title: CEO

Phone: (760) 219-2126

Fax: 866-979-3888

E-mail: jim@realtyadvisor.com

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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: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution No. 2017-114, Approving Agreement for Purchase and Sale and Escrow Instructions for 270 W. Ramsey Street with Guia Octaviano Vittali in an Amount Not to Exceed \$55,000

RECOMMENDED ACTION:

That the City Council Adopt Resolution No. 2017-114:

1. Approving Agreement for Purchase and Sale and Escrow Instructions for 270 W. Ramsey Street with Guia Octaviano Vittali;
2. Authorize the Mayor to execute the Agreement for Purchase and Sale and Escrow Instructions for 270 W. Ramsey Street; and
3. Authorize Administrative Services Director to make necessary budget adjustments and appropriations for FY 2018.

COMMITTEE RECOMMENDATION:

In May 2017, the Economic Development Ad hoc Committee identified the subject property as a strategic property for future downtown revitalization. This property was also discussed on July 11th during a study session regarding the City's Real Property Strategy.

BACKGROUND:

On September 26, 2017, the Council directed staff to appraise and negotiate a purchase and sale agreement with the property owner for 270 W. Ramsey Street ('Site'). The Site is vacant land, zoned "Downtown Commercial", and located at the southeast corner of Ramsey and Third Street. The City owns adjacent vacant land to the west and south of the Site. The property would be used for future downtown revitalization efforts.

An appraisal of the property was completed on November 5, 2017, providing a fair market value of \$55,000 for fee simple interest. The property is currently listed and has been on the market for over six years. Most recently listed at \$128,800, the property owner indicated their willingness to sell the property to the City based upon fair market value. For governmental entities acquiring real property, fair market value is the required standard, except in certain narrowly defined cases.

The Agreement for Purchase and Sale and Escrow Instructions ("Agreement") is attached and includes an approximate 45 day escrow period, to close on or before February 1, 2018. Staff has reviewed the preliminary title report and has noted no *cloud on title*.

Staff recommends approving this acquisition for stimulation of economic development efforts in the downtown area.

JUSTIFICATION:

This acquisition was recommended by the Economic Development Ad hoc Committee and the Council directed staff to bring the item forward if an agreement could be made to acquire at fair market value.

FISCAL IMPACT:

The purchase price is \$55,000 plus up to one percent to cover closing costs of \$550, totaling a not to exceed amount of \$55,550. Funds will be drawn from Account 001-0000-170.10-00.

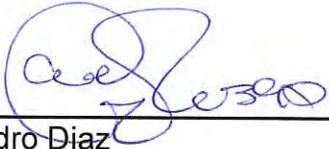
OPTIONS:

1. Approve as recommended.
2. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Resolution 2017-114
2. Partially Executed Agreement for Purchase and Sale and Escrow Instructions

Approved by:

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

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution 2017-114

RESOLUTION 2017-114

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS FOR 270 W. RAMSEY STREET WITH GUIA OCTAVIANO VITALI IN AN AMOUNT NOT TO EXCEED \$55,000

WHEREAS, in May, 2017, the City's Economic Development Ad hoc Committee recommended acquiring 270 W. Ramsey Street (APN: 540-202-001-2) for the purpose of future downtown revitalization; and

WHEREAS, on July 11th at the City's Real Property Strategy study session, the City Council concurred that the property located at 270 W. Ramsey Street would be a vital piece to acquire for long term economic development in the downtown corridor; and

WHEREAS, on November 5th, 2017 the property located at 270 W. Ramsey Street was appraised and its fair market value was determined to be \$55,000; and

WHEREAS, the property owner for 270 W. Ramsey Street has agreed to terms with the City to sell the property in an amount not to exceed \$55,000; and

WHEREAS, the acquisition of 270 W. Ramsey Street will result in future job growth and long term revenue creation for the City of Banning

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

SECTION 1. The Banning City Council adopts Resolution 2017-116 approving the Agreement to Purchase and Sale and Escrow Instructions for 270 W. Ramsey Street with Guia Octaviano Vittali for an amount not to exceed \$55,000.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers related to this amendment.

SECTION 3. The Mayor is authorized to execute the Agreement for Purchase and Sale and Escrow Instructions for 270 W. Ramsey Street, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Partially Executed Agreement for Purchase and Sale and Escrow Instructions

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of _____, 2017, and is entered into by and between the CITY OF BANNING ("Buyer"), and GUIA OCTAVIANO VITTALI, an individual ("Seller"). Upon execution of this Agreement by Buyer, Buyer shall promptly deliver a copy of this executed Agreement to Seller.

RECITALS

A. Seller is the owner of the land described on Exhibit "A" and the improvements, fixtures and personal property (if any) thereon (collectively, the "Property") located at 270 W. Ramsey Street, in the City of Banning, California.

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the Independent Consideration set forth in Section 1.2.2 below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged; Buyer and Seller hereby agree as follows:

1. SALE AND PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property upon the terms and conditions hereafter set forth.

1.2 Purchase Price; Consideration for Agreement.

1.2.1 The purchase price ("Purchase Price") for the Property shall be Fifty-five Thousand and No/100 Dollars (\$55,000.00).

1.2.2 Notwithstanding anything in this Agreement to the contrary, upon execution of this Agreement by Buyer, Twenty and No/100 Dollars (\$20.00) shall be delivered by Buyer to Escrow Agent for delivery to Seller as non-refundable independent contract consideration (the "Independent Consideration"), which is in addition to the Purchase Price, and which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including, without limitation, any and all rights granted to Buyer to terminate this Agreement during certain periods hereunder. If Buyer elects to terminate this Agreement for any reason other than Seller's default, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price.

2. TITLE.

2.1 General. Title to the Property shall be conveyed by a grant deed in the form attached hereto as Exhibit "B" and shall be evidenced by a CLTA Standard Coverage Form of Owner's Policy of Title Insurance (or an ALTA Extended Coverage Form Policy, if Buyer

elects such coverage as provided in Section 2.3 hereof) ("Title Policy"), and the cost of the Title Policy shall be borne by Seller as described in Section 4.9 below. The Title Policy shall be issued by Lawyer's Title Company, ("Title Company"), with liability in the full amount of the Purchase Price, insuring title to the Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except title exceptions which Buyer has approved in writing (which shall constitute "Approved Title Exceptions").

Real property taxes shall not be prorated, but must be paid by Seller for the current tax period. Seller may claim a refund of property taxes in the event any property taxes paid are allocable to the period after the closing. Buyer, as a municipal corporation acquiring property within its jurisdiction, is exempt from property taxes.

2.2 Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow, Seller shall not record or permit to be recorded any document or instrument relating to the Property or physically alter the Property or permit or cause to be altered without the prior written consent of the Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

3. LIMITED REPRESENTATIONS BY SELLER ("AS IS" SALE). Buyer acknowledges that except as provided in Section 17 below, Seller is making no representations or warranties about the Property, express or implied; provided, however, that Buyer does not waive Seller's obligations under applicable law to disclose to Buyer all material facts known to Seller about the Property. Subject to the foregoing and Section 2.2, upon the Close of Escrow, Buyer shall take title to the Property in its then-current "AS IS" condition.

Notwithstanding California Civil Code Section 1103.1(a)(9), Seller shall deliver to Buyer, with reasonable diligence after the execution of this Agreement and at Seller's cost, a Natural Hazard Disclosure Statement (described in California Civil Code Section 1103.2).

4. ESCROW.

4.1 Escrow Holder. The escrow shall be opened with Lois Lauer Escrow (in its capacity as escrow holder, hereinafter referred to as "Escrow Holder"), within five (5) business days after the execution of this Agreement by Buyer and Seller depositing an executed copy or executed counterparts of this Agreement with Escrow Holder. This document shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder.

4.2 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" shall be the date on which a grant deed for the Property in favor of Buyer is recorded in the Official Records of the Riverside County Recorder's Office. Provided all of Seller's and Buyer's obligations to be performed on or before Close of Escrow have been performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied, escrow shall close on or before Feb 1, 2018 ("Closing Date"). All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow. Possession of the Property shall be delivered to Buyer upon the Close of Escrow.

4.3 Seller Required to Deliver. Before the Close of Escrow, Seller shall deposit into escrow the following:

4.3.1 A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "B", duly executed by Seller and acknowledged (the "Grant Deed");

4.3.2 A California 593 certificate and federal non-foreign affidavit (with respect to Seller); and

4.3.3 Any other documents reasonably required by Escrow Holder or the Title Company to be deposited by Buyer to carry out this escrow.

4.4 Buyer Required to Deliver. On or before the Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

4.4.1 An executed and acknowledged "Certificate of Acceptance" in the form attached to the Grant Deed (attached hereto as Exhibit "B");

4.4.2 The Purchase Price and Independent Consideration; and

4.4.3 Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

4.5 Conditions to the Close of Escrow. Escrow shall not close unless and until both parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Additionally, Buyer's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

4.5.1 Seller shall have performed all agreements to be performed by Seller hereunder.

4.5.2 Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Property to be vested in Buyer subject only to the Approved Title Exceptions.

If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under Section 4.11 below).

4.6 Recordation of Grant Deed; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in this Section 4, Escrow Holder shall cause the Grant Deed to be recorded in the office of the County Recorder of Riverside County, California. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by Buyer and Seller) to Seller, and Seller shall deliver possession of the Property to Buyer free and clear of all occupants.

4.7 Prorations. Property taxes shall not be prorated as Buyer is exempt from property taxes; Seller may apply for a refund, if Seller has paid property taxes that are allocable to the period after the Close of Escrow and Buyer shall reasonably cooperate therewith. All property assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations shall be determined on the basis of a 360-day year.

4.8 Costs of Escrow. Seller shall pay the premium for the Title Policy (including the cost of extended coverage and the cost of any survey obtained by Buyer in connection with such extended coverage, and Seller's reimbursement of survey costs shall be a condition to the Close of Escrow). The escrow fees, the recording costs (if any), and any other closing costs or charges not expressly provided for herein shall be paid by the Seller. Seller agrees to pay up to 3% of sales price towards buyer's closing cost, any remaining funds after closing costs are paid will be applied towards purchase price.

4.9 Brokers. Buyer and Seller represent to one another that except for Century 21 Lois Lauer Realty, who has been engaged by Seller, no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. Seller shall pay commissions to such broker in accordance with a separate written agreement between Seller and such Broker. Each party covenants and agrees that any other broker fee or commission, which may be due or payable in connection with the closing of the transaction contemplated by this Agreement through its dealings with that party, shall be borne solely by that party. Each party agrees to defend, indemnify and hold harmless the other party and its respective employees, agents, representatives, council members, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its activities relating to the sale of the Property to Buyer. No commission is due to the Buyer's Broker in connection with this transaction.

4.10 Escrow Cancellation Charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges. In the event that the escrow shall fail to close for any other reason, each party shall pay one-half (1/2) of all escrow and title cancellation charges.

5. ATTORNEYS' FEES. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

6. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and sent by first class United States registered or certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

To Seller: Guia Octaviano Vittali
 8332 Noble Ave.
 North Hills, CA 91343

To Buyer: City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: City Manager

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

7. ASSIGNMENT. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party.

8. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. EMAIL DELIVERY. This executed Agreement (and executed counterparts of this Agreement), may be delivered by email.

11. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

12. THIRD PARTIES. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

13. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

14. ADDITIONAL DOCUMENTS. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

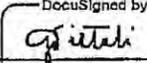
15. AUTHORITY OF CITY MANAGER. The City Manager of Buyer may give any and all notices, consents and terminations hereunder on behalf of Buyer provided they are in writing.

16. DUE AUTHORIZATION/EXECUTION. Upon execution hereof, each party shall promptly provide to the other party reasonable evidence of its due authorization of this Agreement.

17. LIMITED HAZMAT REPRESENTATION BY SELLER. Seller hereby represents and warrants that to the knowledge of Seller, the Property does not contain any hazardous materials. The foregoing representation and warranty shall survive the Close of Escrow.

.IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

DocuSigned by:

Gina Octaviano Vittali

BUYER:

CITY OF BANNING

By: _____
Print Name: _____
Title: _____

Attest:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST 57 FEET OF LOTS 11, 12, 13, 14 AND 15 IN BLOCK 222, AS SHOWN BY
AMENDED MAP OF BANNING LAND CO., IN THE CITY OF BANNING, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 44 OF MAPS,
RECORDS OF SAN BERNARDINO COUNTY.

ASSESSOR'S PARCEL NUMBER: 540-202-001-2

Exhibit "A"
Page 1 of 1

EXHIBIT "B"

FORM OF GRANT DEED

(Attached.)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attention: City Clerk

APN: 540-202-001

[SPACE ABOVE FOR RECORDER'S USE ONLY]

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383.

Documentary Transfer Tax is \$0 (exempt; conveyance to a public entity).

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **GUIA OCTAVIANO VITTALI**, an individual ("Grantor") hereby grants to the **CITY OF BANNING** ("Grantee"), the land located in the City of Banning, County of Riverside, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by reference and all improvements thereon (collectively, the "Property").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 201_

GRANTOR:

Guia Octaviano Vittali
an individual

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 the document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____ before me, _____, 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: _____

(affix seal in above space)

Exhibit "A"
to Grant Deed

LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated _____, 201__, from Guia Octaviano Vittali, an individual, to the City of Banning, which is a political corporation, is hereby accepted by the undersigned officer on behalf of the City of Banning pursuant to the authority conferred by action of the City of Banning on _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 201__

City Manager

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.

)
County of _____)

On _____, before me, _____
(insert name and title of the officer)

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)

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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: December 12, 2017

SUBJECT: Discuss and Consider Resolution 2017-113, Awarding a Construction Agreement to Econo Fence, Inc. for Project No. 2017-14, "Lions Park Ballfield Fencing" in the amount of \$53,145 and Approving a 10% Contingency for a Total Project Budget of \$58,459.50 and Rejecting all Other Bids

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2017-113:

1. Approving an award of a Construction Agreement to Econo Fence, Inc. of Riverside, CA for Project No. 2017-14, "Lions Park Ballfield Fencing" in an amount of \$53,145 and a 10% contingency for a total project budget of \$58,459.50 and rejecting all other bids.
2. Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement within the 10% contingency.
3. Authorizing the Interim City Manager or his designee to execute the Construction Agreement with Econo Fence, Inc. for Project No. 2017-14, "Lions Park Ballfield Fencing".

BACKGROUND:

Lions Park is located in southeast Banning on the northwest corner of South Hargrave Street and Charles Street. The existing park facility consist of three baseball diamonds, snack bar facility and children's playground and is currently the home of the Banning Pass

Little League program. The existing ballfield fencing is worn and is in need of replacement as shown in the pictures attached hereto.

The scope of work under this project includes the demolition and disposal of the existing chain link fencing along the perimeter segments of three (3) ballfields. Once fencing segments are removed, the contractor shall replace the fencing with new commercial grade chain link fencing including the installation of all commercial grade galvanized steel posts, braces, gates, and all other appurtenances. The engineer's estimate for the project is \$33,000.

Public Works and Purchasing staff advertised a Notice Inviting Bids on October 27, 2017 in the Press Enterprise and on the City's website through its Planet Bids program. In response to these efforts, the City received the following Seven (7) bids:

<u>Companies</u>	<u>Base Bid</u>
1) Econo Fence, Inc.	\$53,145.00
2) JM Justus Fence Co.	\$55,340.00
3) Fencecorp Inc.	\$55,924.58
4) Alcorn Fence Co.	\$57,446.10
5) Redhawk Services	\$61,839.65
6) KSJV3	\$85,566.00
7) Raffis Metal Design	\$122,068.78

Upon review, it has been determined that the lowest responsive and most responsible bidder is Econo Fence Inc. of Riverside, California. As a result, staff respectfully request that the Construction Agreement be awarded to Econo Fence Inc. in the amount of \$53,145. A copy of the bid schedule for Econo Fence Inc. is attached hereto. It is anticipated that the project will be completed within 30 days of the issuance of the notice to proceed and before the 2018 Banning Pass Little League season which begins in March.

JUSTIFICATION:

The ballfield fencing creates a "safe zone" protecting spectators from entering the playing field and also identifies boundaries of the game. The existing ballfield fencing is worn and in need of replacement in order to continue to provide safe and appealing usage of the fields.

FISCAL IMPACT:

The Construction Agreement is for an amount of \$53,145 with a 10% contingency for a total project budget of \$58,459.50. An appropriation in the amount of \$24,460 from the General Fund to Account No. 001-3600-461.90-06 is necessary to fund the project in its entirety.

ALTERNATIVES:

1. Do not approve and provide alternative direction. If rejected, the City does not have the resources to perform these tasks in-house and the existing fencing will not be replaced.

ATTACHMENTS:

1. Resolution 2017-113
2. Pictures of Existing Conditions
3. Contractor's Bid Schedule

Approved by:

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

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-113

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION AGREEMENT TO ECONO FENCE, INC FOR PROJECT NO. 2017-14, "LIONS PARK BALLFIELD FENCING" IN THE AMOUNT OF \$53,145 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF \$58,459.50 AND REJECTING ALL OTHER BIDS

WHEREAS, Lions Park facilities include three (3) baseball diamonds that are in need of outfield fencing replacement in order to continue to provide safe and appealing usage of the fields; and

WHEREAS, on October 27, 2017 the Public Works Department and Purchasing staff advertised a Notice Inviting Bids from qualified fencing contractors and received 7 bids; and

WHEREAS, Econo Fence Inc. of Riverside, California is the lowest responsive bid; and

WHEREAS, the Construction Agreement for Project No. 2017-14, "Lions Park Ballfield Fencing"; is awarded to Econo Fence, Inc. in the amount of \$53,145 with a 10% contingency in the amount of \$5,314.50 for a total project amount of \$58,459.50; and

WHEREAS, an appropriation in the amount of \$24,460 from the General Fund to Account No. 001-3600-461.90-06 is necessary to fund the project in its entirety.

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

SECTION 1. The Banning City Council adopts Resolution 2017-113 approving the Construction Agreement with Econo Fence Inc. of Riverside, California in the amount of \$53,145 for Project No. 2017-14, "Lions Park Ballfield Fencing" and a 10% contingency for a total project budget of \$58,459.50 and rejecting all other bids.

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. 2017-14, "Lions Park Ballfield Fencing" and to approve change orders within the 10% contingency.

SECTION 3. The Interim City Manager is authorized to execute the Construction Agreement with Econo Fence Inc. of Riverside, CA for Project No. 2017-14, "Lions Park Ballfield Fencing".

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

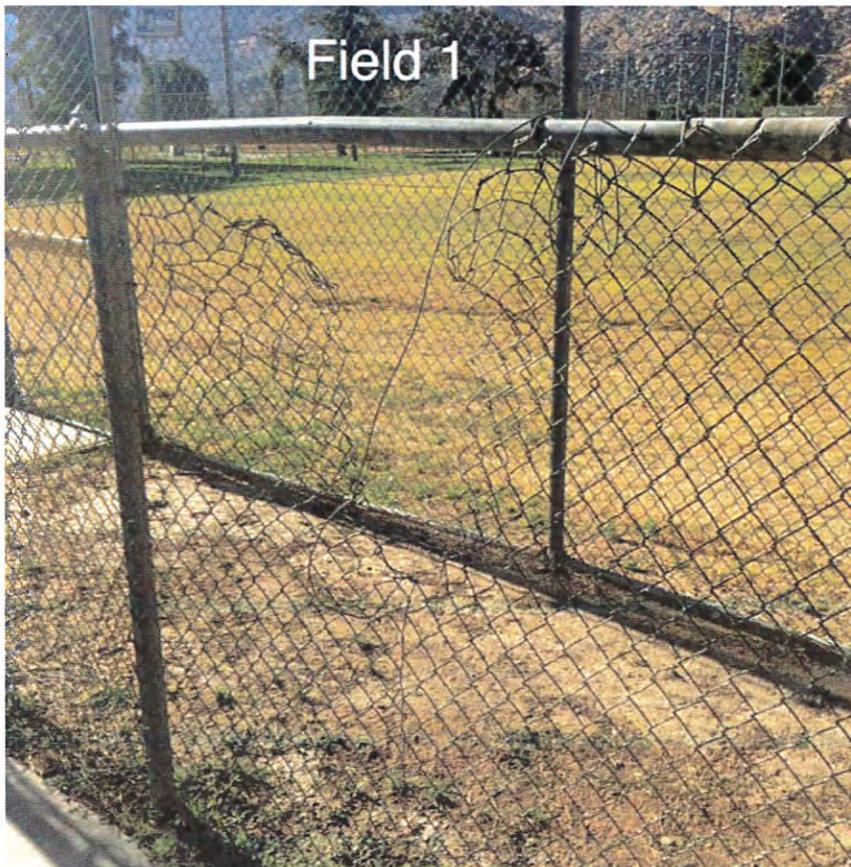
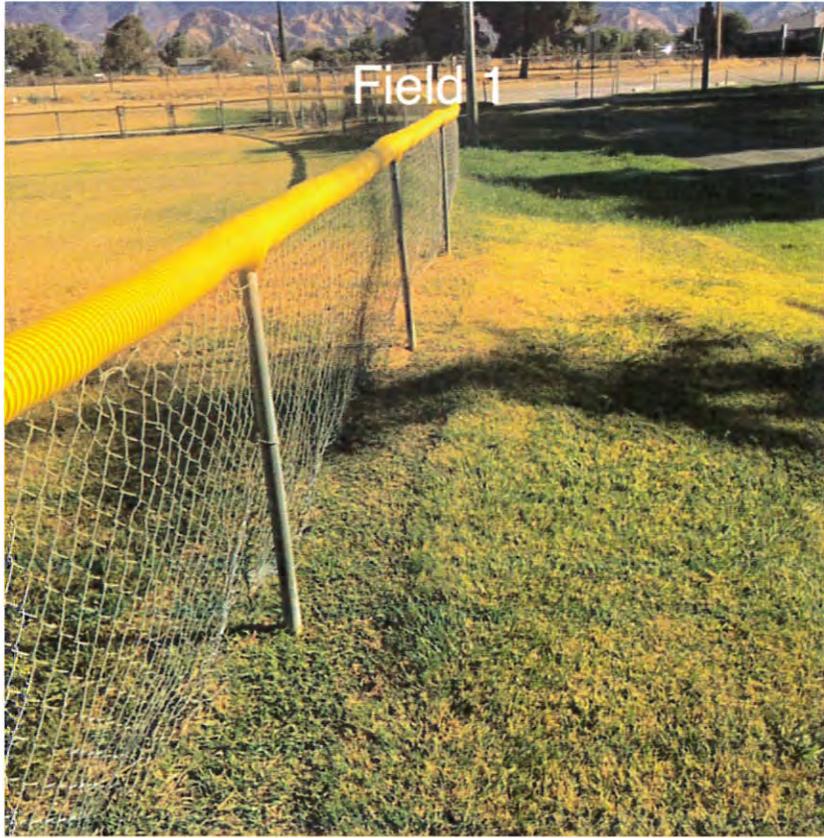
ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

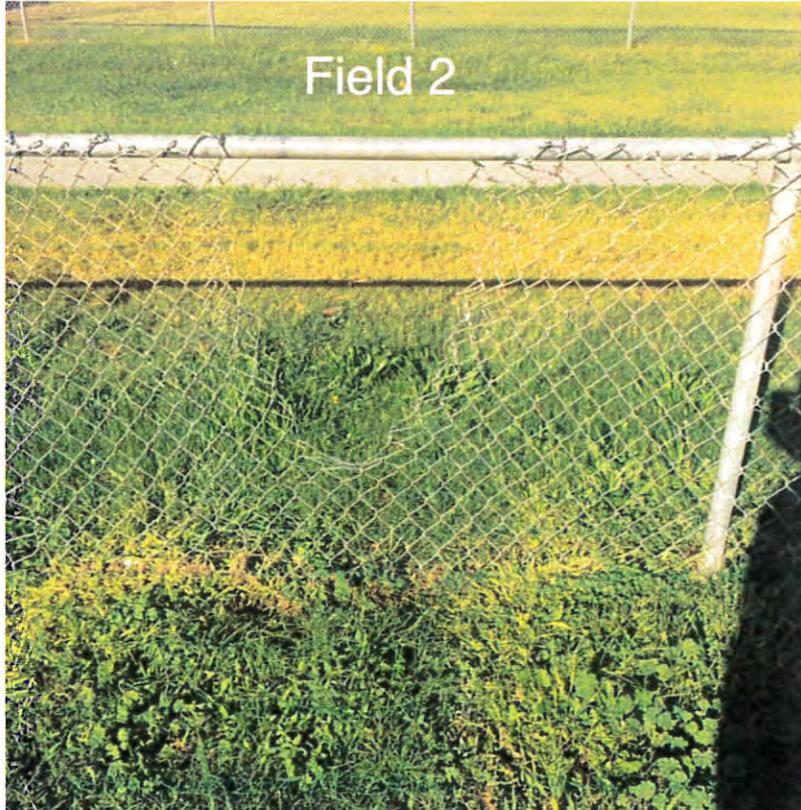
FIELD ONE



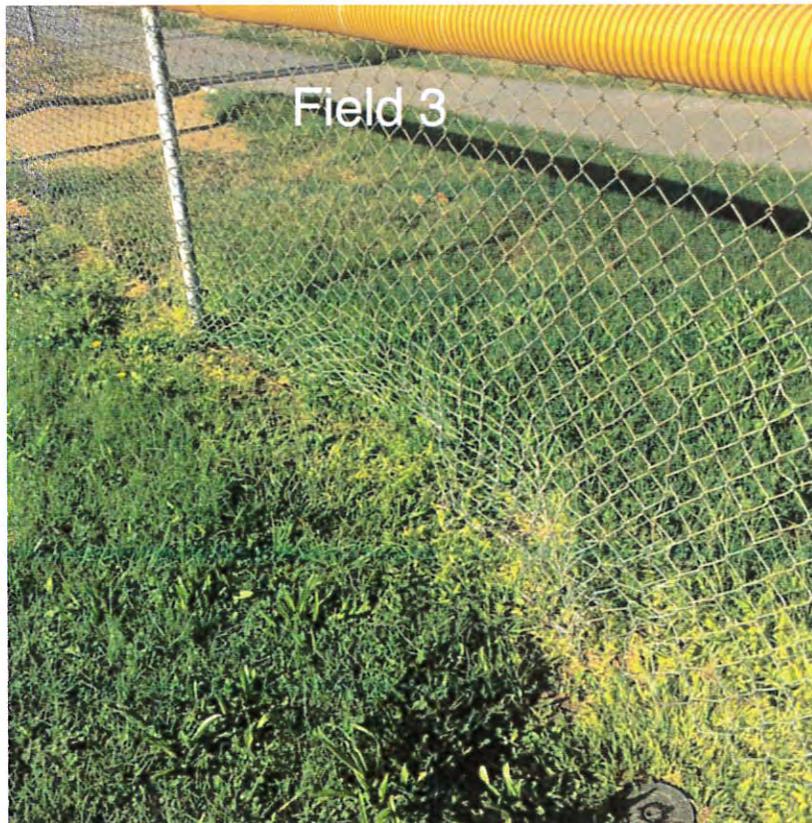


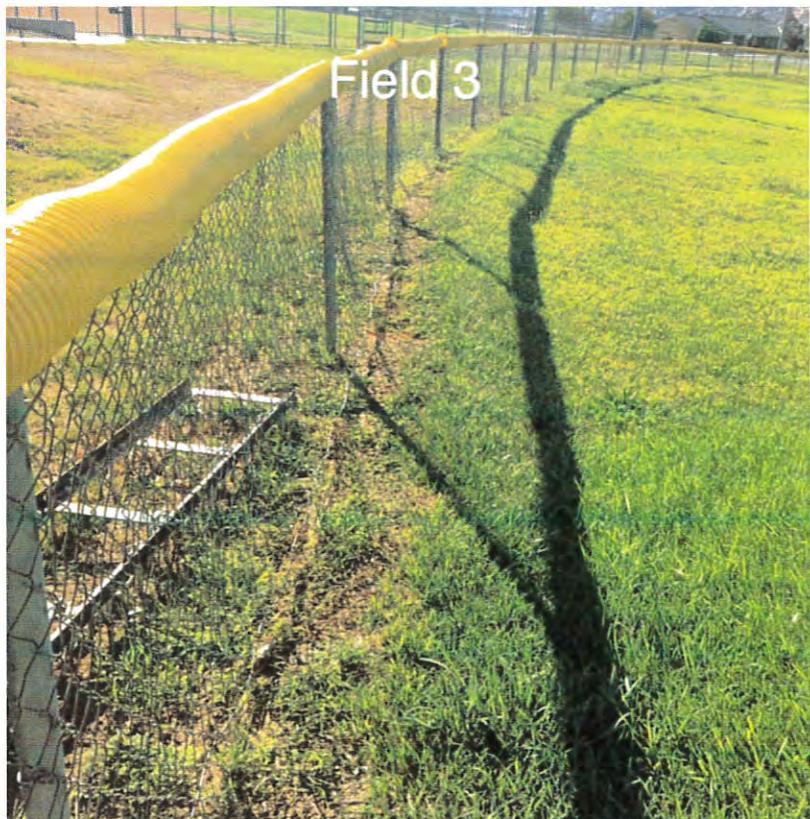
FIELD TWO





FIELD THREE





ATTACHMENT 3

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of Econo Fence, Inc.,
hereinafter called "bidder", organized and existing under the laws of the State of
California, doing business as Econo Fence, Inc..
* 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. 2017-14, "LIONS PARK BALLFIELD FENCING"** 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 **Thirty (30) 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 **\$250.00** 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.

11/22/17
uploaded
to planetbids

BID SCHEDULE

PROJECT NO. 2017-14, "LIONS PARK BALLFIELD FENCING"

ITEM NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Mobilization	LS	LS	\$736.50	\$736.50
2.	Ballfield 1: remove and dispose existing fence	FT	414	\$5.50 l/f	\$2,277.00
3.	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances	FT	414	\$33.75 l/f	\$13,972.50
4.	Ballfield 2: remove and dispose existing fence	FT	600	\$5.30 l/f	\$3,180.00
5.	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances	FT	600	\$25.30 l/f	\$15,180.00
6.	Ballfield 3: remove and dispose existing fence	EA	510	\$5.40 l/f	\$2,754.00
7.	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances	EA	510	\$29.50 l/f	\$15,045.00

TOTAL BID AMOUNT IN FIGURES: \$ 53,145.00
(Bid Item No.'s 1 through 7)

TOTAL BID AMOUNT IN WORDS: Fifty-Three Thousand, One-Hundred Forty-Five Dollars and no/100's.
(Bid Item No.'s 1 through 7)

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.

**Alternate #1: (Add) Bottom Rail to Bid Item No's. 3,5,7, - Listed in Comment Section (on-line)
(Not included in Base Bid above.)

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No.: 1

DATED: 11-16-17

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

(Name of Bidder) Econo Fence, Inc.

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.

Amanda Johnson

(Signature)

Amanda Johnson-President

(Typed Name)

SUBSCRIBED BEFORE ME on this 17 day of November, 2017.

Notary Public

My commission Expires:

-New Form-

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 \$5,314.50 (10%) percent of the base bid of Fifty-Three Thousand One-Hundred Forty-Five Dollars & no/100's. (\$53,145.00), 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 (1/2) 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: NONE	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: Builders Fence, Inc.	MATERIAL(S) TO BE SUPPLIED Chain Link Fabric & Apprtnc.	
ADDRESS: PO Box 125	Telephone: (909) 350-9040	Ownership (Circle One) Minority Women X Not Applicable
City, Zip: Sun Valley, Ca. 91353	Bid Item No. 3,5,7,	% of Total bid 33%

NAME: Merchant Metals, Inc.	MATERIAL(S) TO BE SUPPLIED Chain Link Fabric & Apprtnc.	
ADDRESS: PO Box 101035	Telephone: (713) 697-2981	Ownership (Circle One) Minority Women X Not Applicable
City, Zip: Atlanta Ga. 30392	Bid Item No. 3,5,7,	% of Total bid 33%

NAME: Master Halco, Inc.	MATERIAL(S) TO BE SUPPLIED Chain Link Fabric & Apprtnc.	
ADDRESS: PO Box 809189	Telephone: (909) 350-4740	Ownership (Circle One) Minority Women X Not Applicable
City, Zip: Chicago, IL. 60680	Bid Item No. 3,5,7,	% of Total bid 33%

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>List Manufacturer</u>
<u>Chain Link Fabric 9 ga.</u>	<u>Ocitillo Lumber & Mnfg.</u>
<u>Chain Link Fabric 9 ga.</u>	<u>SouthWest Mnfg.</u>
<u> </u>	<u> </u>
<u> </u>	<u> </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.

Amanda Johnson

Name

Amanda Johnson

Signature

President

Title

November 22, 2017

Date

337734

Contractor's License No.

73-1724455

Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

5261 Pedley Rd.
Address

Riverside, CA. 92509
City, State, Zip

Telephone 951-685-5000

C-13
Type of License

9-30-2019
Expiration Date of License

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:

Econo Fence, Inc.
Firm Name

Amanda Johnson
By

Amanda Johnson - President
Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name
41 years with Public Works Projects, City, County, USD

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	2017	Temp & Permanent Fencing & Handrails	\$1,249,535.00	LA SERNA HIGH SCHOOL ATHLETIC FIELD 15301 Youngwood Drive Whittier, CA 90605	Judd Leslie 951-685-5000
2	2017	Temporary and Permanent Fencing	\$175,520.00	MT. SAN ANTONIO COLLEGE ATHLETICS COMPLEX EAST Walnut, CA 91789	Jack Leslie 951-685-5000
3	2015	Temporary and Permanent Fencing	\$5,975.00	ONTARIO HIGH SCHOOL ATHLETIC DOORS 901 W Francis Street Ontario, CA 91762	Judd Leslie 951-685-5000
4	2015	Temporary and Permanent Fencing	\$31,880.00	ALTA LOMA HIGH SCHOOL ATHLETIC FIELD 8880 Baseline Road Alta Loma, CA	Judd Leslie 951-685-5000
5	2014	Temporary and Permanent Fencing	\$7,924.00	CLAREMONT COLLEGES TEMP. ATHLETIC FACILITY 9th & Mills Avenue Claremont, CA 91711	Bob Finch 951-685-5000

State of California Contractor's License
 No.: 337734 C-13

Contractor's License Expiration Date:
9-30-2019



**ADDENDUM NO. 1
INVITATION FOR BID**

FOR

PROJECT 2017-14, LIONS PARK BALLFIELD FENCING

IFB No. 17-101

PUBLIC WORKS DEPARTMENT

CITY OF BANNING

IFB Released on October 27, 2017

Addendum #1 Issued November 16, 2017

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

Please acknowledge and sign this Addendum where designated in Planet Bids and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced bid as through fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

IFB MODIFICATIONS IN RED

REQUIRED LICENSE CLASSIFICATION – ADD ADDITIONAL APPROVED LICENSE

Under Section 7059 of the Business and Professions Code, the bidder must have a license classification, which is sufficient to perform a majority of the project. The Owner has determined that a **CLASS B or C-13 FENCING CONTRACTOR LICENSE** is necessary to bid this project. If the bidder is a specialty contractor, the bidder is alerted to the requirements of Business and Professions Code Section 7059.

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

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.


Signature _____ Date _____
Amanda Johnson President
Typed Name and Title

Econo Fence Inc.
Company Name
5761 Redley Rd
Address
Riverside Ca 92509
City State Zip

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

COPY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, COMPANY ECONO FENCE, INC., as Principal, and THE OHIO CASUALTY INSURANCE as Surety, are hereby held and firmly bound unto the CITY OF BANNING as Owner in the penal sum of TEN PERCENT OF BID for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 17th day of NOVEMBER, 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. 2017-14, "LIONS PARK BALLFIELD FENCING"

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

21/ Submitted
to City
Hanceberry

hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

ATTEST (If Corporation):

By _____
Title _____
(Corporate Seal) *✓*

ATTEST:

By _____
Title _____
(Corporate Seal)

Principal: ECONO FENCE, INC.

By *Amenda Johnson* Amenda Johnson

Title *President* President

SURETY: THE OHIO CASUALTY INSURANCE COMPANY

By: *Jeremy Pendergast* _____

Title JEREMY PENDERGAST, ATTORNEY-IN-FACT

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2

Name (as shown on your income tax return)
Econo Fence Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other >

Exempt from backup withholding

Address (number, street, and apt. or suite no.)
6261 PEDLEY RD., RIVERSIDE, CA 92509

City, state, and ZIP code
RIVERSIDE, CA 92509

List account number(s) here (optional)

Requester's name and address (optional)
City of Banning

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

7	3	1	7	2	4	4	5	5
---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. person (including a U.S. resident alien). Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Amanda Johnson* Date *Nov. 27, 2017*

STATE OF CALIFORNIA
 **CONTRACTORS STATE LICENSE BOARD**
 DEPARTMENT OF CONSUMER AFFAIRS **ACTIVE LICENSE** 

License Number **337734** CORP

Business Name **ECONO FENCE INC**

Classification(s) **C13 B**

Expiration Date **09/30/2019** www.cslb.ca.gov 

copies of the DAS-signed written apprentice agreements, bearing the individual worker's name and the date upon which the worker was enrolled in the training program for a particular classification of work, in order to verify bona fide apprenticeship status. Although DAS itself also maintains records listing the names of individuals registered in particular training programs, and which are available to DLSE investigators, those records may not always be up to date, and a copy of the written agreement is the preferred evidence necessary to confirm a worker's entitlement to only the apprentice rate. The actual apprentice rates are maintained and made available by DAS. The applicable journeymen rate for the type of work performed must be paid to the worker if he or she is not actively enrolled in a DAS-approved apprentice training program at the time the work is performed, regardless of the perceived level of skills (or lack of skills) that worker may actually possess.

3.5.2.2

Payment of the Training Trust Contribution, Labor Code § 1777.5(m)(1) requires contractors who employ journeymen or apprentices in any "apprenticeable craft" (the Director's wage determinations include a symbol (※) next to the craft designation to indicate an apprenticeable craft) must contribute to the California Apprenticeship Council ("CAC") the amount reflected as the hourly "training" rate that appears on the Director's wage determination, for each hour worked. A contractor is also entitled to take credit for such contributions made to a DAS-approved apprenticeship program that can supply apprentices to the site of the public work. The training contribution is a distinct obligation of the contractor under Labor Code § 1777.5(m)(1) and cannot be satisfied by paying the required hourly contribution directly to the worker. The DLSE may issue a Civil Wage and Penalty Assessment against a contractor if the contractor fails to

New as of 7/1/17

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: FENCE BUILDER (CARPENTER)

DETERMINATION: SC-23-31-20-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for determined. If work will extend past this date, the new rate must be paid and should be increased. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Rivers, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Total Hourly Hours	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation and Holiday	Training	Other		Daily 1 1/2X ^a	Saturday ^b 1 1/2X	Sunday and Holiday	
Fence Builder	37.29	7.10	4.66	5.00	\$0.57	\$0.21	8	54.83	73.48	73.48	92.12

^aRate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

^bSaturdays in the same work week may be worked at straight-time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

Project No. 2017-14, "Lions Park Ballfield Fencing" (17-101), bidding on November 22, 2017 3:00 PM (Pacific)

Printed 11/24/2017

Bid Detail**Bid Information**

Project Title Project No. 2017-14, "Lions Park Ballfield Fencing"
Invitation No. 17-101
Bid Posting Date October 27, 2017 6:46 AM (Pacific)
Project Stage Award Pending
Bid Due Date November 22, 2017 3:00 PM (Pacific)
Response Format Electronic only
Link to Project on Public Site <https://www.planetbids.com/portal/portal.cfm?CompanyID=33077&BidID=43459>
Reference ID C00378
Project Type Bid
Response Types Line Item, General Attachments
Type of Award Lump Sum
Categories 330013 - FENCING: CHAIN LINK FENCE/INSTALL
 805045 - SPORTING & ATHLETIC EQUIP: FENCING EQUIPMENT
License Requirements Class C-13 Fencing Contractor
Department PW - Engineering Division
Address 99 E. Ramsey St., Banning, California
County Riverside
Bid Valid 45 Days
Liquidated Damages
Engineer's Estimate \$33,000.00
Estimated Bid Value \$33,000.00
Start/Delivery Date Based upon PO/Contract approval
Project Duration Until Completion
Prevailing Wage Yes
Cooperative Bid No
Piggy-backable No
eBid Notes Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. Bid attachment documents shall be signed in ink and included with the electronic bid submission as a general attachment.
Preferences Local - Local Business
Restriction Type None
Restricted To

Bid Bond Information

Bid 10.0%
Performance 100.0%
Payment 100.0%

Pre-Bid Meeting Information

Pre-Bid Meeting No

Online Q&A

Online Q&A Yes
Q&A Cutoff Date November 14, 2017 10:00 AM (Pacific)

Contact Information

Contact Info Jennifer McCoy - 951-922-3121
jmccoy@ci.banning.ca.us
Bids to
Owner's Agent

Bid Detail**Description**

Scope of Services The scope of work under this project includes the demolition and disposal of the identified existing chain link fencing along perimeter segments of three (3) ballfields located at Lions Park. Once fencing segments are removed, the contractor shall replace the fencing with new commercial grade chain link fencing as required and detailed below including the installation of chain link fencing complete with all commercial grade galvanized steel posts, braces, gates, and all other appurtenances. The bid shall include all costs for furnishing all labor, materials, tools, equipment and necessary incidentals to perform work including but not limited to mobilization, participation in safety meetings and clean up. Work and materials shall be per Standard Specifications for Public Works ("Greenbook"), latest edition, unless otherwise modified below. Appendix "A" provides a site map of Lions Park Ballfields. Pictures of the existing location are shown in Appendix "B". The prospective bidders are responsible for visiting and becoming familiar with the site and its need and to take the opportunity to verify existing conditions and quantities for the project.

Other Details Attachments:

1. Notice to Bidders
2. Bid Specifications to include Bid Schedule (Must be submitted online with your e-Bid).

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

Local Programs & Policies

Special Notices Bid Bonds are to be scanned and submitted electronically AND submitted in a sealed envelope by the bid deadline. Each Bid Bond must be submitted in a sealed envelope, addressed to the Owner at the above-referenced address.

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
IFB 17-101 Project 2014-14 Bid Specifications	IFB 17-101 Project 2017-14 Lions Park Ballfield Fencing Bid Documents.pdf	3.5 mb	On Server	10/25/2017	No
IFB 17-101 Notice to Bidders	IFB 17-101 Legal Ad.pdf	84.2 kb	On Server	10/25/2017	Yes
Download File Fee					\$0.00

Hard Copy Plans

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

Type	Item Code	UOM	Qty	Unit Price	Ref
	Total Bid Amount (Items 1-7)				
1	Mobilization				
	Item #1	LS	1		
2	Ballfield 1: remove and dispose existing fence				
	Item #2	FT	414		
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances				
	Item #3	FT	414		
4	Ballfield 2: remove and dispose existing fence				
	Item #4	FT	600		
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances				
	Item #5	FT	600		
6	Ballfield 3: remove and dispose existing fence				
	Item #6	EA	510		
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances				
	Item #7	EA	510		

Vendor Notifications

500 external vendors notified through BidBroadcast

12 City of Banning vendors notified

Notified Vendors on October 27, 2017

Using Criteria Category:330013 - FENCING: CHAIN LINK FENCE/INSTALL
805045 - SPORTING & ATHLETIC EQUIP: FENCING EQUIPMENT**A&A Fence Company, Inc.** (530015)
579 E. Lincoln St.
Banning, CA 92220
United States**Contact:** Austin Aguilera
Phone: 951-215-5450
Fax:
Email: aaguiler@aandafence.com**AB FENCE COMPANY**(530451)
1130 WELLWOOD AVE
BEAUMONT, CA 92223
United States**Contact:** ALBERTO BEDOLLA CADIR
Phone: 909-453-3258
Fax: 909-453-3254
Email:
SALES@ABFENCECOMPANY.COM**Alcorn Fence Company** (531677)
6445 Pedley Road
Riverside, CA 92509
United States**Contact:** Bob
Phone: 951-685-5871
Fax:
Email:
bobgibson@alcornfence.com**AZ Construction Inc.** (528575)
727 N Glendora Ave.
La Puente, CA 91744
United States**Contact:** Ben Layos MBE,CADIR,WBE
Phone: 626-333-0727
Fax:
Email:
blayos@acefencecompany.com**BWW & Company** (553111)
301 n 9th street, ste 100
b-w-w@live.com
Redlands, CA 92374
United States**Contact:** BOBBY W WILSON DGS,DBE,MBE,CADIR
Phone: 909-268-8516
Fax: 909-435-0392
Email: b-w-w@live.com**Compendium International, Inc.**
(530500)
27422 Portola Parkway, Suite 345
Foothill Ranch, CA 92610
United States**Contact:** Mo Entezar
Phone: 800-983-1190
Fax:
Email: entezar@cmp2i.com**Excel Door & Gate Co., Inc.** (531099)
PO Box 4924

Riverside, CA 92514
United States**Contact:** Rod Pascascio DGS,CADIR
Phone: 951-352-9307
Fax: 951-352-5991
Email: rod@exceldoor.com**Gold Star Fence, Inc.** (531224)
1142 Sagebrush Avenue
San Jacinto, CA 92582
United States**Contact:** Luis Banuelos
Phone: 951-305-2736
Fax:
Email: luis@goldstarfence.net**Moore Fence Company Inc** (530710)
280 E. First St.
Perris, CA 92570
United States**Contact:** Jarold Smollen
Phone: 951-772-2320
Fax: 951-940-0429
Email: jarold@moorefence.net**REDHAWKSERVICES** (531448)
262 E. First Street
PERRIS, CA 92570
United States**Contact:** Jarold Smollen MBE,CADIR,WBE
Phone: 951-657-6400
Fax: 951-657-6442
Email: jarold@redhawkservices.us**Team West Contracting Corp** (527703)
1611 Jenks DR
Corona, CA 92880
United States**Contact:** Joseph Maletic
Phone: 951-340-3426
Fax: 951-340-3428
Email: joseph@twc-corp.com

Notified Vendors on November 16, 2017

Using Criteria Category:330013 - FENCING: CHAIN LINK FENCE/INSTALL
805045 - SPORTING & ATHLETIC EQUIP: FENCING EQUIPMENT

Vendor Notifications

Golden Empire Concrete Products Inc
(571304)
8261 McCutchen Road
Bakersfield, CA 93311
United States

Contact: Anna Dezember
Phone: 661-833-4490
Fax: 661-280-5626
Email: anna@structurecast.com

DGS,CADIR,WBE

Notified Vendors on November 17, 2017

Using Criteria Category:
330013 - FENCING: CHAIN LINK FENCE/INSTALL
805045 - SPORTING & ATHLETIC EQUIP: FENCING EQUIPMENT

Notified Vendors on November 17, 2017

Using Criteria Category:
330013 - FENCING: CHAIN LINK FENCE/INSTALL
805045 - SPORTING & ATHLETIC EQUIP: FENCING EQUIPMENT

Notified Vendors on November 21, 2017

Using Criteria Category:
330013 - FENCING: CHAIN LINK FENCE/INSTALL
805045 - SPORTING & ATHLETIC EQUIP: FENCING EQUIPMENT

Prospective Bidders

24 Prospective Bidders

Vendor	Contact	Vendor Type	Pre-Bid	Classification	Status
AGC San Diego Chapter 6212 Ferris Sq. San Diego, CA 92121 United States	Contact: Plan Room Phone: 858-558-7444 Fax: Email: planroom@agcsd.org			Other	Non-Bidder, receive communications
Alcorn Fence Company 6445 Pedley Road Riverside, CA 92509 United States	Contact: Bob Phone: 951-685-5871 Fax: Email: bobgibson@alcornfence.com			Prime	Bidder
KSJV3 Inc. 13477 Louvre St Pacoima, CA 91331 United States	Contact: yusheng shew Phone: 626-922-8757 Fax: 818-890-0511 Email: yushengx@shewenterprise.com			Prime	Bidder
Sandwood Enterprises Inc. 2424 N Batavia St. Orange, CA 92865 United States	Contact: Jason E. Vos Phone: 714-637-2000 Fax: Email: jason@swentinc.com	CADIR		Prime	Bidder
Fencecorp Inc 111 Main Street Riverside, CA 92501 United States	Contact: Branden Acrey Phone: 760-217-4346 Fax: Email: b.acre@fencecorp.us			Subcontractor	Bidder
AB FENCE COMPANY 1440 BEAUMONT AVE BEAUMONT, CA 92223 United States	Contact: ALBERTO BEDOLLA Phone: 909-453-3258 Fax: 909-453-3254 Email: SALES@ABFENCECOMPANY.COM	CADIR		Prime	Bidder
Onvia, Inc. 509 Olive Way Seattle, WA 98101 United States	Contact: Source Management Phone: 206-373-9500 Fax: Email: sourcemanagement2@onvia.com			Prime	Bidder
CONSTRUCTION BIDBOARD 11622 EL CAMINO REAL SUITE 100 SAN DIEGO, CA 92130 United States	Contact: N RIVERS Phone: 800-479-5314 Fax: 619-688-0585 Email: PLANROOM@EBIDBOARD.COM			Other	Bidder
JM Justus Fence Company 31501 Corte Pacheco Temecula, CA 92592 United States	Contact: Daniel Justus Phone: 951-699-1563 Fax: Email: jmjustusfence@msn.com	CADIR		Prime	Bidder
Priority One Fence 125 E Chestnut Walla Walla, CA 99362 United States	Contact: Tyler Phone: 951-551-6982 Fax: Email: priorityonefence@yahoo.com			Other	Non-Bidder, no communications
REDHAWKSERVICES 262 E. First Street PERRIS, CA 92570 United States	Contact: Jarold Smollen Phone: 951-657-6400 Fax: 951-657-6442 Email: jarold@redhawkservices.us	MBE,CADIR, WBE		Prime	Bidder
Raffis Metal Design 534 East Fig Avenue Monrovia, CA 91016 United States	Contact: Keith Cole Phone: 626-506-1339 Fax: Email: keith@raffismetaldesign.com			Prime	Bidder
Construction Bid Source 6265 Hwy 9 Felton, CA 95018 United States	Contact: Martha Lantz Phone: 888-786-9450 Fax: 800-560-7266 Email: martie@constructionbidsource.com			Other	Non-Bidder, no communications
North American Procurement Council PO Box 40445 Grand Junction, CO 81504 United States	Contact: Lyra De Asis Phone: 302-450-1923 Fax: Email: lyra@napc.me			Other	Bidder
On Point Land Surveying, Inc. 1910 Orange Tree Lane Suite 344 Redlands, CA 92374 United States	Contact: Shari Todd Phone: 909-792-2221 Fax: Email: shari@onpointlandsurveying.com	DGS,CADIR		Subcontractor	Bidder

Prospective Bidders

<p>Jacob Flud 24794 Tumbleweed Court Murrieta, CA 92563 United States</p>	<p>Contact: Jacob Flud Phone: 951-816-8835 Fax: Email: drivenfence_jake@yahoo.com</p>	<p>Prime</p>	<p>Bidder</p>	
<p>AZ Construction Inc. 727 N Glendora Ave. La Puente, CA 91744 United States</p>	<p>Contact: Ben Layos Phone: 626-333-0727 Fax: Email: blayos@acefencecompany.com</p>	<p>MBE,CADIR ,WBE</p>	<p>Prime</p>	<p>Bidder</p>
<p>bid america 41085 Elm Street Murrieta, CA 92562 United States</p>	<p>Contact: Abdul Phone: 951-677-4819 Fax: Email: planroom@bidamerica.com</p>	<p>Other</p>	<p>Bidder</p>	
<p>Gold Star Fence, Inc. 1142 Sagebrush Avenue San Jacinto, CA 92582 United States</p>	<p>Contact: Luis Banuelos Phone: 951-305-2736 Fax: Email: luis@goldstarfence.net</p>	<p>Prime</p>	<p>Bidder</p>	
<p>CalBX 2440 Stanwell Drive Concord, CA 94520 United States</p>	<p>Contact: Brian Tyson Phone: 303-997-5501 Fax: Email: brian@calbx.com</p>	<p>Other</p>	<p>Non-Bidder, receive communicati ons</p>	
<p>American Fence Co. 9944 Prospect Ave Santee, CA 92071 United States</p>	<p>Contact: Tim McKeon Phone: 619-258-3680 ext. 1427 Fax: Email: tim.mckeon@americanfence.com</p>	<p>Prime</p>	<p>Bidder</p>	
<p>Econo Fence Inc. 5261 Pedley Rd. Riverside , CA 92509 United States</p>	<p>Contact: Amanda Johnson Phone: 951-685-5000 ext. 101 Fax: 951-360-8685 Email: ajohnson@econofenceinc.com</p>	<p>Prime</p>	<p>Bidder</p>	
<p>DefenceCo 14528 Los Angeles Street Baldwin Park, CA 91706 United States</p>	<p>Contact: Susan Gutierrez Phone: 626-338-2288 Fax: Email: Admin@defenceco.com</p>	<p>Prime</p>	<p>Bidder</p>	
<p>Gary's Fencing & Wire Supplies 4718 Hammett Rd Modesto, CA 95358 United States</p>	<p>Contact: Tim Gorne Phone: 209-545-3331 Fax: 209-545-9932 Email: garysfencing@att.net</p>	<p>Subcontractor</p>	<p>Bidder</p>	

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
Raffis Metal Design	11/08/2017 9:38 AM (Pacific)	In the Procedural documents Section 1-3 Required License Classification, paragraph 1 indicates that the owner has determined that a Class C-13 Fencing Contractors License is necessary to bid this project. Does that mean that a California Class B Contractors License or a California Class C-23 specialty License will not be allowed to bid?	The City will accept a Class B, not a Class C-23.	11/17/2017 7:54 AM (Pacific)	1.1
Sandwood Enterprises Inc.	11/09/2017 10:10 AM (Pacific)	Will you accept a "B" General Contractor license to bid this job?	Yes	11/17/2017 7:54 AM (Pacific)	1.2
Fencecorp Inc	11/10/2017 9:06 AM (Pacific)	Can the existing posts be cut off below grade and dig new footings next to existing footings? What size diameter line posts are required? What size diameter and depth are required for the footings? Is a bottom Rail required throughout? Is the Fabric to be 9ga? Are all posts and rail to be sch40?	Existing footings are to be removed. Line posts are to be commercial grade 2-3/8" diameter. At a minimum, footing shall be 12" diameter and 24" depth. No bottom rail required. Contractor to include costs for bottom rail as an alternative bid. Fabric to be 9 ga, commercial grade. All posts and rails to be sch40.	11/17/2017 7:54 AM (Pacific)	1.3
Fencecorp Inc	11/13/2017 11:43 AM (Pacific)	What size diameter line posts are required? Is a bottom rail required? Is the fabric to be 9 ga? What shall the diameter and depth of the footings be? Can the existing posts be cut off below grade? Can the new fence post and footings be placed next to the existing post footings?	See above.	11/17/2017 7:54 AM (Pacific)	1.4
	11/17/2017 7:31 AM (Pacific)	Will this project be on a 6 month terms or 1 year?	The fencing improvements are to be permanent and not temporary.	11/21/2017 7:36 AM (Pacific)	2.1
	11/17/2017 7:31 AM (Pacific)	Is the existing fence that needs to be disposed of currently driven into concrete or dirt?	The fence post are in concrete.	11/21/2017 7:36 AM (Pacific)	2.2
	11/17/2017 7:31 AM (Pacific)	What size gates do you need? Pedestrian or vehicle gates? And how many?	Please refer to the site plan included in the bid package.	11/21/2017 7:36 AM (Pacific)	2.3

Addenda

Addendum - Released

Addendum Num 1

Addendum Date 11/16/2017

Release Date 11/16/2017

Title IFB 17-101 Addendum #1

Description Addendum #1 has been issued to reflect the changes to the license requirements in the bid documents.

Attachments

File Title	File Name	Status
IFB 17-101 Addendum 1	IFB 17-101 Addendum 1.pdf	On Server

Bid Results

7 Bid Results

Bidder Details

Vendor Name KSJV3 Inc.
Address 13477 Louvre St
 Pacoima, CA 91331
 United States
Respondee Jose Guerrero
Respondee Title Project Manager
Phone 626-202-9278 Ext.
Email joseg@shewenterprise.com
Vendor Type
License #
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 22, 2017 11:49:38 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 124072
Ranking 0

Respondee Comment

FIVE STAR FENCE

Buyer Comment

Attachments

File Title	File Name	File Type
KSJV3 bda FIVE STAR FENCE- BID	City of Banning-Lions Park Ballfield-Fencing-Bid Documents.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items 1-7)						
1	Mobilization					
	Item #1	LS	1	\$2,100.00	\$2,100.00	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$9.00	\$3,726.00	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$50.00	\$20,700.00	
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$9.00	\$5,400.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$43.50	\$26,100.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$9.00	\$4,590.00	
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$45.00	\$22,950.00	
				Subtotal	\$85,566.00	
				Total	\$85,566.00	

Bid Results

Bidder Details

Vendor Name Econo Fence Inc.
Address 5261 Pedley Rd.
 Riverside , CA 92509
 United States

Respondee Amanda Johnson
Respondee Title President
Phone 951-685-5000 Ext. 101
Email ajohnson@econofenceinc.com
Vendor Type
License # 337734
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 21, 2017 2:37:51 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 124018
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid docs and Attchmnts.	IFB 17-101 Project 2017-14 Lions Park Ballfield Fencing Bid Doc.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items 1-7)						
1	Mobilization					
	Item #1	LS	1	\$736.50	\$736.50	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$5.50	\$2,277.00	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$33.75	\$13,972.50	Alt.#1(Add)Btm.Rail \$4.50/lf, \$1,863.00
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$5.30	\$3,180.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$25.30	\$15,180.00	Alt.#1(Add)Btm.Rail \$4.50/lf, \$2,700.00

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$5.40	\$2,754.00	
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$29.50	\$15,045.00	Alt.#1(Add)Btm.Rail \$4.50/lf, \$2,295.00
				Subtotal	\$53,145.00	
				Total	\$53,145.00	

Bid Results

Bidder Details

Vendor Name REDHAWKSERVICES
Address 262 E. First Street
 PERRIS, CA 92570
 United States

Respondee Rebecca Hillburn
Respondee Title Contract Administrator
Phone 951-657-6400 Ext.
Email rebecca@redhawkservices.us
Vendor Type MBE,CADIR,WBE
License # 971584
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 22, 2017 11:47:08 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 124000
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Proposal and Bond	Bid Proposal and Bond.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items (1-7))						
1	Mobilization					
	Item #1	LS	1	\$2,227.25	\$2,227.25	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$5.18	\$2,144.52	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$40.82	\$16,899.48	
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$5.18	\$3,108.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$30.27	\$18,162.00	
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$5.18	\$2,641.80	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$32.66	\$16,656.60	
				Subtotal	\$61,839.65	
				Total	\$61,839.65	

Bid Results

Bidder Details

Vendor Name JM Justus Fence Company
Address 31501 Corte Pacheco
 Temecula, CA 92592
 United States

Respondee Daniel Justus
Respondee Title Partner
Phone 951-699-1563 Ext.
Email jmjustusfence@msn.com
Vendor Type CADIR
License # 847847
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 22, 2017 1:45:44 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 124135
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Response	CCF11222017_00003.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items 1-7)						
1	Mobilization					
	Item #1	LS	1	\$2,000.00	\$2,000.00	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$7.00	\$2,898.00	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$28.00	\$11,592.00	
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$7.00	\$4,200.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$28.00	\$16,800.00	
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$7.00	\$3,570.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$28.00	\$14,280.00	
				Subtotal	\$55,340.00	
				Total	\$55,340.00	

Bid Results

Bidder Details

Vendor Name Fencecorp Inc
Address 111 Main Street
 Riverside, CA 92501
 United States

Respondee Branden Acrey
Respondee Title Estimator
Phone 951-686-3170 Ext.
Email b.acrey@fencecorp.us
Vendor Type
License #
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 20, 2017 12:31:31 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 123896
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Lions	Lions Proposal.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items (1-7))						
1	Mobilization					
	Item #1	LS	1	\$1,655.48	\$1,655.48	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$11.15	\$4,616.10	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$31.85	\$13,185.90	
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$7.72	\$4,632.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$23.81	\$14,286.00	
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$9.10	\$4,641.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$25.31	\$12,908.10	
				Subtotal	\$55,924.58	
				Total	\$55,924.58	

Bid Results

Bidder Details

Vendor Name Raffis Metal Design
Address 534 East Fig Avenue
 Monrovia, CA 91016
 United States
Respondee Keith Cole
Respondee Title Marketing Manager
Phone 626-356-0293 Ext.
Email keith@raffismetaldesign.com
Vendor Type
License #
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 21, 2017 11:04:39 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 123994
Ranking 0

Respondee Comment

Submitting bid for 2017-14 "Lions Park Ball field Fencing"

Buyer Comment

Attachments

File Title	File Name	File Type
Bid For lions field 17-1012	City of Banning Bid 17-101 project 2017-14.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items 1-7)						
1	Mobilization					
	Item #1	LS	1	\$8,758.00	\$8,758.00	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$12.91	\$5,344.74	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$58.61	\$24,264.54	
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$12.91	\$7,746.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$61.95	\$37,170.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$12.91	\$6,584.10	
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$63.14	\$32,201.40	
				Subtotal	\$122,068.78	
				Total	\$122,068.78	

Bid Results**Bidder Details**

Vendor Name Alcorn Fence Company
Address 6445 Pedley Road
 Riverside, CA 92509
 United States

Respondee Bob Gibson
Respondee Title Sr. Vice President
Phone 951-685-5871 Ext.
Email bobgibson@alcornfence.com
Vendor Type
License #
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 22, 2017 12:08:20 PM (Pacific)
Delivery Method
Bid Responsive No
Bid Status Submitted
Confirmation # 123998
Ranking 0

Respondee Comment**Buyer Comment**

Bid procedural documents and license information not provided.

Attachments

File Title	File Name	File Type
Bid Bond & Addendum 1	City of Banning.pdf	Bid Response

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Total Bid Amount (Items 1-7)						
1	Mobilization					
	Item #1	LS	1	\$1,800.00	\$1,800.00	
2	Ballfield 1: remove and dispose existing fence					
	Item #2	FT	414	\$11.65	\$4,823.10	
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #3	FT	414	\$29.00	\$12,006.00	
4	Ballfield 2: remove and dispose existing fence					
	Item #4	FT	600	\$8.40	\$5,040.00	
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #5	FT	600	\$25.10	\$15,060.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Ballfield 3: remove and dispose existing fence					
	Item #6	EA	510	\$9.45	\$4,819.50	
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances					
	Item #7	EA	510	\$27.25	\$13,897.50	
				Subtotal	\$57,446.10	
				Total	\$57,446.10	

Project Evaluation

Evaluators

No Evaluators

Meetings

No Meetings

Project Evaluation

Evaluator Forms

No Evaluator Forms

Evaluator Attachments

No Evaluator Attachments

Project Evaluation

Technical Qualifications

Vendor Name	Bid Bond	Addenda Acknowledged	License	Bid Procedural Documents	Online Price Sheet Completed
	Original Bid Bond Received		Class B or Class C-13	Sections 1.3 Pg. I-9 through I-20	
	mandatory	mandatory	mandatory	mandatory	mandatory
Alcorn Fence Company	Pass	Pass	Fail	Fail	Pass
Econo Fence Inc.	Pass	Pass	Pass	Pass	Pass
Fencecorp Inc	Pass	Pass	Pass	Pass	Pass
JM Justus Fence Company	Pass	Pass	Pass	Pass	Pass
KSJV3 Inc.	Pass	Pass	Pass	Pass	Pass
Raffis Metal Design	Pass	Pass	Pass	Pass	Pass
REDHAWKSERVICES	Pass	Pass	Pass	Pass	Pass

Vendor Name	Overall
Description	
Alcorn Fence Company	Fail
Econo Fence Inc.	Pass
Fencecorp Inc	Pass
JM Justus Fence Company	Pass
KSJV3 Inc.	Pass
Raffis Metal Design	Pass
REDHAWKSERVICES	Pass

Project Evaluation

Project Evaluation Notes

No Evaluator Attachments

Project Evaluation

Project Evaluation Email

No Project Evaluation Email

Award

Award Status Award Pending
Award Date 11/24/2017
Type of Award Lump Sum
Awarded To

Type	Item Code	UOM	Qty
	Total Bid Amount (Items (1-7))		
1	Mobilization		
	Item #1	LS	1
2	Ballfield 1: remove and dispose existing fence		
	Item #2	FT	414
3	Ballfield 1: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances		
	Item #3	FT	414
4	Ballfield 2: remove and dispose existing fence		
	Item #4	FT	600
5	Ballfield 2: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances		
	Item #5	FT	600
6	Ballfield 3: remove and dispose existing fence		
	Item #6	EA	510
7	Ballfield 3: supply and install 4-foot chain-link fence, level tapered biased including gates, posts, braces and appurtenances		
	Item #7	EA	510

Email History**Email - Q&A Notice****Date Sent** 11/17/2017**To** AGC San Diego Chapter (planroom@agcsd.org), Alcorn Fence Company (bobgibson@alcornfence.com), KSJV3 Inc. (yushengx@shewenterprise.com), Sandwood Enterprises Inc. (jason@swentinc.com), Fencecorp Inc (b.acrey@fencecorp.us), AB FENCE COMPANY (SALES@ABFENCECOMPANY.COM), Onvia, Inc. (sourcemanagement2@onvia.com), CONSTRUCTION BIDBOARD (PLANROOM@EBIDBOARD.COM), JM Justus Fence Company (jmjustusfence@msn.com), REDHAWKSERVICES (jarold@redhawkservices.us), Raffis Metal Design (keith@raffismetaldesign.com), North American Procurement Council (lyra@napc.me), On Point Land Surveying, Inc. (shari@onpointlandsurveying.com), bid america (planroom@bidamerica.com), CalBX (brian@calbx.com), American Fence Co. (tim.mckeon@americanfence.com), Econo Fence Inc. (ajohnson@econofenceinc.com), DefenceCo (Admin@defenceco.com), Gary's Fencing & Wire Supplies (garysfencing@att.net)**Subject** Q and A Set 1**Message** Q & A Set 1**Attachments**

No Attachments

Email - Q&A Notice**Date Sent** 11/21/2017**To** AGC San Diego Chapter (planroom@agcsd.org), Alcorn Fence Company (bobgibson@alcornfence.com), KSJV3 Inc. (yushengx@shewenterprise.com), Sandwood Enterprises Inc. (jason@swentinc.com), Fencecorp Inc (b.acrey@fencecorp.us), AB FENCE COMPANY (SALES@ABFENCECOMPANY.COM), Onvia, Inc. (sourcemanagement2@onvia.com), CONSTRUCTION BIDBOARD (PLANROOM@EBIDBOARD.COM), JM Justus Fence Company (jmjustusfence@msn.com), REDHAWKSERVICES (jarold@redhawkservices.us), Raffis Metal Design (keith@raffismetaldesign.com), North American Procurement Council (lyra@napc.me), On Point Land Surveying, Inc. (shari@onpointlandsurveying.com), AZ Construction Inc. (blayos@acefencecompany.com), bid america (planroom@bidamerica.com), CalBX (brian@calbx.com), American Fence Co. (tim.mckeon@americanfence.com), Econo Fence Inc. (ajohnson@econofenceinc.com), DefenceCo (Admin@defenceco.com), Gary's Fencing & Wire Supplies (garysfencing@att.net)**Subject** Q and A Set 2**Message** Q & A Set 2**Attachments**

No Attachments

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Resolution 2017-115, Approving the Transportation Uniform Mitigation Fee Reimbursement Agreement with the Western Riverside Council of Governments in the Amount of \$2,000,000 for the Highland Springs Avenue/I-10 Interchange Improvement First Phase (Joshua Palmer Way Realignment)

RECOMMENDED ACTION:

Discuss and consider the adoption of Resolution 2017-115, approving the Transportation Uniform Mitigation Fee (TUMF) reimbursement agreement with the Western Riverside Council of Governments (WRCOG) in the amount of \$2,000,000 for the Highland Springs Avenue/I-10 Interchange improvement first phase (Joshua Palmer Way Realignment) and authorize the Interim City Manager to sign the agreement on behalf of the City.

BACKGROUND:

WRCOG's TUMF program ("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 participate in the Program through an adopted ordinance, collect fees for new development and remit fees to WRCOG.

WRCOG recently reached a settlement agreement with the City of Beaumont related to complaints surrounding the City of Beaumont's past failure to remit TUMF fees to WRCOG. As part of the settlement the City of Beaumont agreed to an initial payment of \$4,100,000, which includes allocating \$2,000,000 of the initial payment to the Highland

Springs Avenue/I-10 Interchange project. The Joshua Palmer Way realignment project has been recognized as the first phase to improving the interchange.

JUSTIFICATION:

The immediate need and benefit of the Joshua Palmer Realignment project has been recognized in the Development Agreement (DA) between the City of Banning ("City") and Pardee Homes ("Pardee") and a focused traffic operations analysis which concluded that the improvement would increase the level of service (i.e. reduce delay times) at the I-10 westbound ramps and at the intersection of Highland Springs Avenue and Sun Lakes Boulevard.

The \$2,000,000 will fund the right-of-way acquisition and construction of the project.

It should be noted that the amount of TUMF fees Pardee must pay is not reduced by the approval of this resolution. It is anticipated that TUMF fees generated by the Pardee development and developments within the City of Beaumont will be utilized to begin the second phase of the Highland Springs Avenue/I-10 Interchange improvement which includes the preparation of a Project Study Report (PSR) which will be submitted to Caltrans for review and approval. The PSR will analyze different alternatives (i.e. hook ramps, widening of underpass, etc.) and once an alternative is selected the project would progress into subsequent phases (i.e. environmental, design, construction).

FISCAL IMPACT:

The approval of Resolution 2017-115 will provide funding in the amount of \$2,000,000 to move forward with the realignment of Joshua Palmer Way.

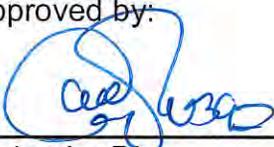
ALTERNATIVES:

1. Reject Resolution 2017-115 which could further delay the realignment of Joshua Palmer Way.

ATTACHMENTS:

1. Resolution 2017-115
2. TUMF Reimbursement Agreement

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-115)

RESOLUTION 2017-115

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE TRANSPORTATION UNIFORM MITIGATION FEE REIMBURSEMENT AGREEMENT WITH THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS IN THE AMOUNT OF \$2,000,000 FOR THE HIGHLAND SPRINGS AVENUE/I-10 INTERCHANGE IMPROVEMENT FIRST PHASE (JOSHUA PALMER WAY REALIGNMENT)

WHEREAS, Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee program ("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 participate in the Program through an adopted ordinance, collect fees for new development and remit fees to WRCOG; and

WHEREAS, WRCOG recently reached a settlement agreement with the City of Beaumont and as part of the agreement the City of Beaumont agreed to an initial payment of \$4,100,000, which includes allocating \$2,000,000 of the initial payment to the Highland Springs Avenue/I-10 Interchange project. The Joshua Palmer Way realignment project has been recognized as the first phase to improving the interchange; and

WHEREAS, the Joshua Palmer Realignment project would increase the level of service (i.e. reduce delay times) at the I-10 westbound ramps and at the intersection of Highland Springs Avenue and Sun Lakes Boulevard; and

WHEREAS, the TUMF Reimbursement Agreement will provide a funding source for the right-of-way acquisition and construction of the Joshua Palmer Way realignment project; 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 2017-115 approving the TUMF reimbursement agreement with the WRCOG in the amount of \$2,000,000 for the Highland Springs Avenue/I-10 Interchange improvement first phase (Joshua Palmer Way Realignment).

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the TUMF reimbursement agreement.

SECTION 3. The Interim City Manager is authorized to sign the TUMF reimbursement agreement on behalf of the City of Banning.

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-115, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

(TUMF Reimbursement Agreement)



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet
City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside
City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission
Indians • Riverside County Superintendent of Schools

November 17, 2017

Alejandro Diaz
Interim City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220



Subject: Agreement to Reimburse TUMF Funds, Highland Springs Avenue/I-10 Interchange, 17-PS-BAN-1191.

Dear Mr. Diaz:

Enclosed please find two (2) original sets of TUMF Reimbursement Agreements for the above referenced Project signed by the WRCOG Executive Director for you to execute. Please return one (1) of the signed original agreement(s) to my attention.

- Project #17-PS-BAN-1191, Highland Springs Avenue/I-10 Interchange.

If you have any questions regarding this correspondence, please contact me at (951) 955-8304 or at cgray@wrcog.us.

Regards,

Christopher Gray
Director of Transportation

cc: Daniel Ramirez-Cornejo, WRCOG Senior Analyst
Project file

Enclosures

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
HIGHLAND SPRINGS AVENUE/I-10 INTERCHANGE
RIGHT-OF-WAY AND CONSTRUCTION PHASES**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and **the City of Banning**, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study titled "TUMF Nexus Study", as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the **Highland Springs Avenue/I-10 Interchange** (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Two Million Dollars**

(\$2,000,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall

provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Alejandro Diaz, Interim City Manager**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other Party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each Party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other Party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other Party pursuant to this Agreement. Further, each Party shall furnish to the other Party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Banning
 99 East Ramsey Street
 Banning, CA 92220
 Attention: Alejandro Diaz, Interim City Manager
 Telephone: (951) 922-3105

If to WRCOG: Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3609
 Attention: Christopher Gray, Director of Transportation
 Telephone: (951) 955-8304
 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the Parties. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the Parties.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one Party to execute this Agreement within forty-five (45) days of the other Party executing this Agreement shall render any execution of this Agreement ineffective.

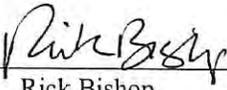
38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF BANNING

By:  Date: 11-15-17 By: _____ Date: _____
Rick Bishop
Executive Director

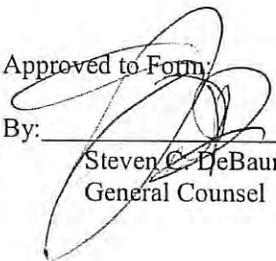
Approved to Form:
By:  Date: 11/6/17
Steven C. DeBaun
General Counsel

EXHIBIT "A"
SCOPE OF WORK

SCOPE OF WORK:

The project includes the realignment of the Joshua Palmer Way/Highland Springs Avenue intersection, as well as modification of the existing pavement striping along Highland Springs Avenue. These improvements are part of the overall Highland Springs/I-10 Interchange. The project includes the following improvements:

Remove existing Joshua Palmer Way connection to Highland Springs Avenue by construction of curb and gutter.

- Realign Joshua Palmer Way to intersect with Highland Springs Avenue approximately 250-ft north of the current intersection.
- Remove existing raised median between I-10 ramps and existing Joshua Palmer Way.
- Modify traffic signal system at northerly I-10/Highland Springs Avenue onramp/ off-ramp based on realignment of Joshua Palmer Way connection.
- Install a new street entrance and traffic signal system at the intersection of Highland Springs Avenue and Joshua Palmer Way (realigned).
- Modify signage and striping along Highland Springs Avenue at the new Joshua Palmer Way (realigned) to provide southbound and northbound left turn pockets at intersection.
- Install emergency vehicle preemption for the traffic signal systems along Highland Springs Avenue at Ramsey Street, Joshua Palmer Way, and the northerly I-10 on/off-ramps.
- Right-of-way acquisition for the new Joshua Palmer Way alignment.

This Reimbursement Agreement is for the Right-of-Way and Construction (ROW, CON Phases) Phases of these improvements as part of the Highland Springs Avenue/I-10 Interchange.

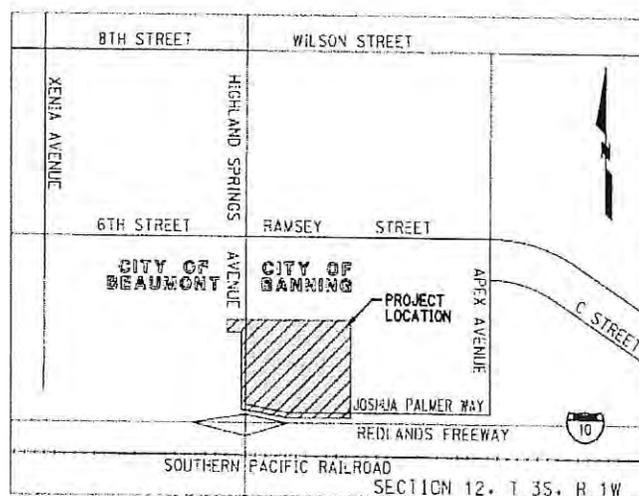


Exhibit A-1
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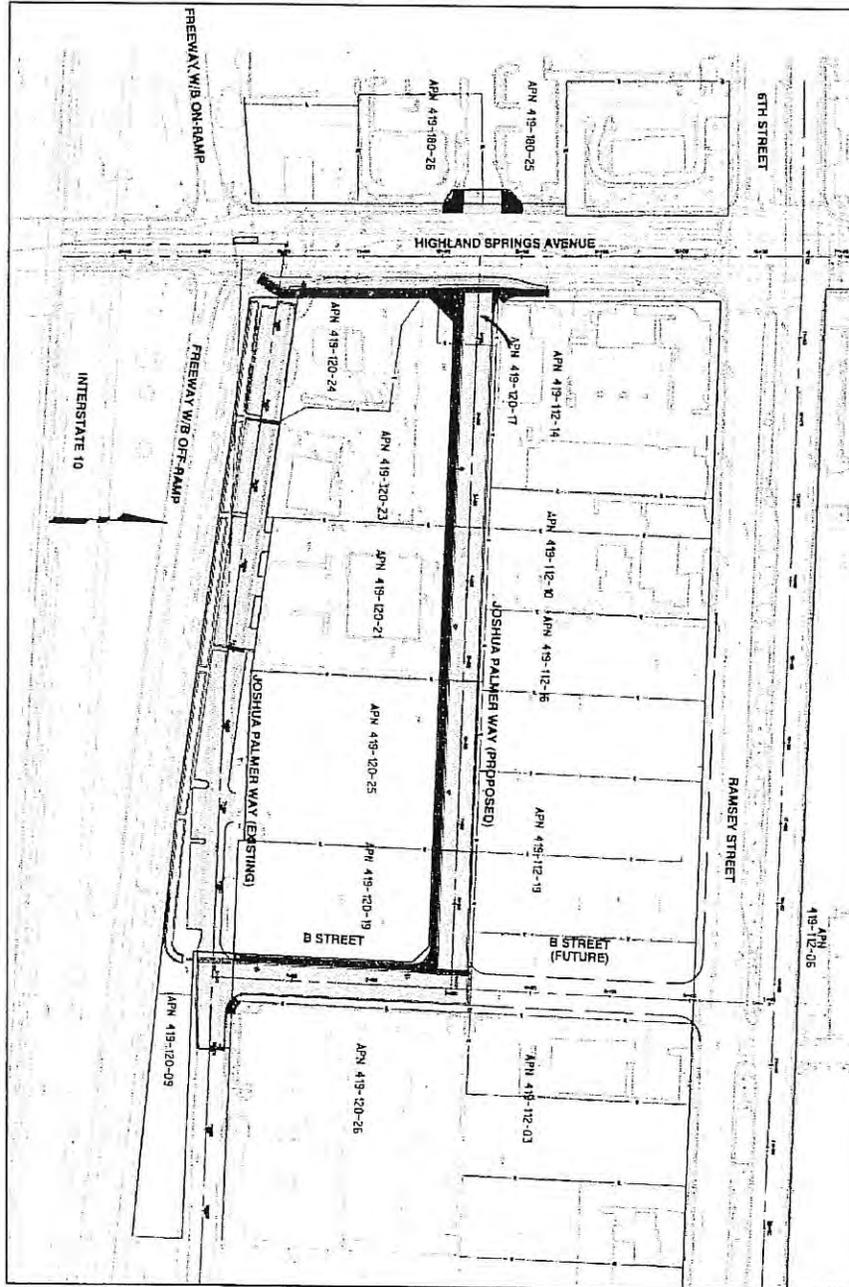


Exhibit A-1
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EXHIBIT "A-1"
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	-	-	-
PS&E	-	-	-
RIGHT OF WAY	\$200,000	-	\$200,000
CONSTRUCTION	\$1,800,000	-	\$1,800,000
TOTAL	\$2,000,000	-	\$2,000,000

EXHIBIT "A-2"
PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	-	-	-
PS&E	2/2018	-	Design under way
RIGHT OF WAY	6/2018	\$200,000	12/2017 – 6/2018
CONSTRUCTION	3/2019	\$1,800,000	8/2018 – 3/2019
TOTAL	-	\$2,000,000	12/2017 – 3/2019

Elements of Compensation**EXHIBIT "B"****PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES**

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
 (sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	[<u>insert charges</u>]
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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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: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-118, Approving the Banning Municipal Airport's Airport Capital Improvement Plan for 2019-2023

RECOMMENDATION:

Discuss and consider adopting Resolution 2017-118, approving the five year (2019-2023) Airport Capital Improvement Plan (ACIP) and direct staff to submit the ACIP to the Federal Aviation Administration (FAA).

BACKGROUND:

Through the Airport Improvement Plan, the FAA provides grants for the planning and development of airports important to the National Airspace System (NAS) in the National Plan of Integrated Airport Systems (NPIAS). Eligible projects for AIP funding include improvements related to airport safety, capacity, security and environmental concerns.

The FAA will issue AIP grants for only those developments and planning projects that are included in the FAA approved ACIP. Grants provided by the FAA come with several assurances and obligations that the City of Banning must abide by.

On April 25 2017, City Council adopted Resolution 2017-44, "Declaring that it shall be a goal of the City of Banning to close the Banning Municipal Airport, as soon as legally permitted." In order to avoid further obligations related to FAA grants which could make meeting the goal set in Resolution 2017-44 difficult. The Public Works Advisory Committee recommends that the five year ACIP be submitted with no projects. The ACIP, as required by the FAA, will be revisited annually and resubmitted to the FAA.

On December 12, 2016, City Council adopted the current five year ACIP (2018-2022) which identified a project to commence in 2018. The project includes the preparation of a bid package for the rehabilitation of Runway 8-26 (Design only) and was estimated to cost \$45,000 of which \$40,500 would be funded by an FAA Grant.

The Public Works Advisory Committee also recommends to delay the 2018 project until further notice. If approved the project will be revisited during next year's ACIP update.

JUSTIFICATION:

The FAA requires sponsors, such as the City of Banning, to provide annual updates and submittals of their five year ACIP. The ACIP is used to identify and prioritize airport capital improvement needs and to plan for the distribution of Airport Improvement Program (AIP) funds.

Approval of Resolution 2017-118 will allow the City to not take on additional obligations and assurance associated with receiving FAA grant funds.

FISCAL IMPACT:

If Resolution 2017-118 is approved there will be no fiscal impacts to the City.

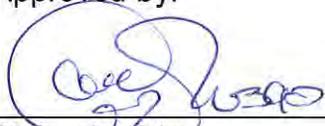
ALTERNATIVES:

1. Reject Resolution 2017-118 and provide direction to staff.

ATTACMENTS:

1. Resolution 2017-118
2. 2019-2023 Airport Capital Improvement Plan

Approved by:



Alejandro Diaz,
Interim City Manager

ATTACHMENT 1
(Resolution 2017-118)

RESOLUTION NO. 2017-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE BANNING MUNICIPAL AIRPORT'S AIRPORT CAPITAL IMPROVEMENT PLAN FOR 2019-2023

WHEREAS, the Federal Aviation Administration (FAA) will issue Airport Improvement Plan (AIP) grants for only those developments and planning projects that are included in the FAA approved Airport Capital Improvement Plan (ACIP). Grants provided by the FAA come with several assurances and obligations that the City of Banning must abide by; and

WHEREAS, on April 25 2017, City Council adopted Resolution 2017-44, "Declaring that it shall be a goal of the City of Banning to close the Banning Municipal Airport, as soon as legally permitted."; and

WHEREAS, the Public Works Advisory Committee recommends that the five year ACIP be submitted with no projects and to delay the project identified in last year's ACIP to a future date in order to avoid obligations associated with receiving FAA grants; and

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

City Council adopts Resolution No. 2017-118, approving the Banning Municipal Airport's ACIP for 2019-2023 and directs staff to submit the ACIP to the FAA.

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-118, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

(2019-2023 Airport Capital Improvement Plan)

**BANNING MUNICIPAL AIRPORT
5 YR CAPITAL IMPROVEMENT PROGRAM (2019-2023)**



US Department of Transportation Federal Aviation Administration

Airport: Banning Municipal Airport

State: California

NPIAS#: 06-0018

DATE: 11/8/2017

Project Description & Year	Federal Eligible Grant Amount	State Eligible	Local	Total	Environmental	Start Date	Comp. Date	FUNDING SOURCE	NPIAS Priority	LOCID	BNG
2018 Rehabilitate Runway 8-26 (Design)	\$ 40,500	\$ 2,025	\$ 2,475	\$ 45,000	CATEX (10/2016)	6/1/2018	12/1/2018	Entitlements	68		Y
2019 No Projects	\$ -	\$ -	\$ -	\$ -							
2020 No Projects	\$ -	\$ -	\$ -	\$ -							
2021 No Projects	\$ -	\$ -	\$ -	\$ -							
2022 No Projects	\$ -	\$ -	\$ -	\$ -							
2023 No Projects	\$ -	\$ -	\$ -	\$ -							
TOTALS:	\$ 40,500	\$ 2,025	\$ 2,475	\$ 45,000							

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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
Suzanne Cook, Deputy Finance Director

MEETING DATE: December 12, 2017

SUBJECT: Consider Adopting Resolution No. 2017-119 and 2017-21 UA UA, Approving an Amendment to the Fiscal Year 2017-18 Budget to Include Certain Necessary Adjustments and to the Fiscal Year 2017-18 Budget for Encumbrance Carryovers and Continuing Appropriations of Unexpended Fiscal Year 2016-17 Appropriations

RECOMMENDED ACTION:

1. That the City Council approve Resolution 2017-119 and the Banning Utility Authority approve Resolution 2017-21 UA authorizing an amendment to the Fiscal Year 2017-18 Budget to include certain necessary adjustments to the Fiscal Year 2017-18 Budget for Encumbrance Carryovers and Continuing Appropriations of unexpended Fiscal Year 2016-17 appropriations.
2. Authorize the Administrative Director to make the necessary budget adjustments, appropriations and transfers.

BACKGROUND:

The two-year budget for fiscal years 2016-17 and 2017-18 was adopted on June 28, 2016. At mid-cycle of the two year budget, staff had reviewed the fiscal year 2016-17 and 2017-18 budgets and presented proposed changes to the Council at its meetings on May 23, 2017 and July 11, 2017. Budget adjustments were made to both fiscal year's budgets of the approved appropriations.

JUSTIFICATION:

At the end of fiscal year 2016-17 several budgeted projects had not been fully completed for a variety of reasons. In addition, in many cases, funds had been encumbered (i.e. committed via purchase order toward a specific item or project) but not yet expended. In preparation of the Budget, departments were instructed not to include previously approved appropriations or encumbered items in their upcoming fiscal year requests in to avoid the “double” budgeting of expenditures. However, these items (continuing appropriations and encumbrances) were accounted for in available fund projections and thus will not impact previously presented 2017-18 fund balances. Allowing for the carryover of unexpended funds that are earmarked for specific purposes facilitates meeting our budgetary goals.

FISCAL IMPACT:

Previously approved, unspent appropriations as well as known other budgetary adjustments were accounted for in the FY 2017-18 available fund balance projections that were approved during recent budget process. Therefore, funding for FY 2016-17 encumbrances and continuing appropriations will not impact previously presented projections.

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction

ATTACHMENTS:

1. City of Banning Resolution 2017-119
2. City of Banning Detailed Listing of Continuing Appropriations and Encumbrances
3. Banning Utility Authority Resolution 2017-21 UA
4. Banning Utility Authority Detailed Listing of Continuing Appropriations and Encumbrances.

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 2017-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING AUTHORIZING THE AMENDMENT OF THE FISCAL YEAR 2017-18 BUDGET TO INCLUDE ENCUMBRANCE CARRYOVERS AND CONTINUING APPROPRIATIONS OF CERTAIN UNEXPENDED FISCAL YEAR 2016-17 APPROPRIATIONS AND ASSOCIATED REVENUES

WHEREAS, Council desires to ensure continuity in accomplishing multi-year objectives by continuing unspent approved Fiscal Year 2016-17 budgeted items and/or services into Fiscal Year 2017-18; and

WHEREAS, Departments requesting encumbrance carryovers and continuing appropriations are within their approved budget amounts and the items or services were previously approved in the Fiscal Year 2016-17 Budget; and

WHEREAS, adequate balances are available in all funds to support the recommended changes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, California that the budget for the fiscal year ended June 30, 2018 is amended to include Encumbrance Carryovers and Continuing Appropriations as reflected in Exhibit "A" and by this reference incorporated herein as though set forth in full.

PASSED, APPROVED AND ADOPTED this 12th day of January, 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 2017-119, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

EXHIBIT "A"

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 001 - General Fund							
Expenditures - General Fund - Department - City Council							
001-1000-411.36-00	LEGISLATIVE / DEPARTMENTAL SUPPLIES	1,500.00	205.00	-	-	1,705.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Dept 1000	122,422.00	205.00	-	-	122,627.00	
Expenditures - General Fund - Department - City Manager							
001-1200-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	10,000.00	4,339.00	-	14,276.00	28,615.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 & Reso 2017-26 Prof Service - CV Strategies, B06007 \$28000 Cover Communications -
	Total Expenditures Dept 1200	199,937.00	4,339.00	-	14,276.00	218,552.00	
Expenditures - General Fund - Department - City Manager - Economic Development							
001-1210-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	45,000.00	500.00	-	-	45,500.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Dept 1210	298,926.00	500.00	-	-	299,426.00	
Expenditures - General Fund - Department - Human Resources							
001-1300-412.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	12,000.00	448.00	-	-	12,448.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-1300-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	100,000.00	19,046.00	-	-	119,046.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-1300-412.33-32	CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	15,000.00	6,291.00	-	-	21,291.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-1300-412.41-17	SUNDRY CHARGES/SPC PRGRMS / PERSONNEL TEST COSTS	4,000.00	83.00	-	-	4,083.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Dept 1300	165,093.00	25,868.00	-	-	190,961.00	
Expenditures - General Fund - Department - City Clerk							
001-1400-412.33-72	CONTRACT SVC-PROFESSIONAL / ORDINANCE CODIFICATION	5,000.00	1,730.00	-	-	6,730.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-1400-412.36-00	MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	600.00	71.00	-	-	671.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Dept 1400	85,562.00	1,801.00	-	-	87,363.00	
Expenditures - General Fund - Department - Fiscal Services							
001-1900-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	45,000.00	104,817.00	-	-	149,817.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-1900-412.36-00	MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	2,000.00	164.00	-	-	2,164.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Dept 1900	307,664.00	104,981.00	-	-	412,645.00	
Revenue - General Fund - Department - Purchasing & AP							
001-1910-374.51-42	INTERNAL SERVICE REVENUES / PURCH SVC-OTHER FUNDS	-	-	-	-	-	
	Total Revenue Fund 001 - Department 1910	-	-	-	-	-	
Expenditures - General Fund - Department - Purchasing & AP							
001-1910-412.23-33	CONTRACTUAL SERVICES / COMPUTER SERVICES	20,000.00	-	-	14,190.00	34,190.00	Reso 2017-15 Planet Bids \$14,190.00 Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-1910-412.36-00	MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	800.00	144.00	-	-	944.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Dept 1910	156,432.00	144.00	-	14,190.00	170,766.00	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Expenditures - General Fund - Department - TV Government Access							
001-2060-446.89-49	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	339.00	-	-	339.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2060-446.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	-	-	10,000.00	10,000.00	BA done B05004 for \$10,000 purchase of a Mixer on 5/18/2017
	Total Expenditures Dept 2060	60,000.00	339.00	-	10,000.00	70,339.00	
Revenue - General Fund - Department - Police							
001-2200-341.31-45	REVENUE FROM STATE / STATE HOMELAND SEC GRANT	-	-	33,500.00	-	33,500.00	Grant Related item
001-2200-341.31-60	REVENUE FROM STATE / DEPT OF JUSTICE	-	-	6,948.00	-	6,948.00	Grant Related item
	Total Revenue Fund 001 - Department 2200	460,920.00	-	40,448.00	-	501,368.00	
Expenditures - General Fund - Department - Police							
001-2200-421.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	6,550.00	14.00	-	-	6,564.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.23-07	CONTRACTUAL SERVICES / MISC CONTRACT SVC	1,523.00	259.00	-	-	1,782.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	17,183.00	5,331.00	-	-	22,514.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.30-08	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-RADIOS	33,305.00	13,286.00	-	-	46,591.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.30-21	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT AC/HEATING	25,000.00	15,025.00	-	-	40,025.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	69,000.00	4,409.00	-	-	73,409.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.33-31	CONTRACT SVC-PROFESSIONAL / MEDICAL/HOSPITAL	42,733.00	3,909.00	-	-	46,642.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2200-421.61-11	DEBT SERVICE-PRINCIPAL / PRINCIPAL PAYMENT	-	-	-	92,722.00	92,722.00	Reso 2016-115 \ PD Lease (3 payments)
001-2200-421.90-48	CAPITAL EXPENDITURES / COMPUTER HARDWARE	-	-	-	8,787.00	8,787.00	Budget Adjustment done (B06005) \$8787 done on 6/29/17 Carry forward funds for Dell Invoice
001-2200-421.90-53	CAPITAL EXPENDITURES / RADIO EQUIPMENT/RADIOS	-	-	-	33,500.00	33,500.00	Reso 2016-118 SHSP Grant
	Total Expenditures Dept 2200	6,792,605.00	42,233.00	-	135,009.00	6,969,847.00	
Expenditures - General Fund - Department - Fire							
001-2400-422.26-07	CONTRACTUAL SVC-UTILITIES / RADIO TRANSMISSION SVCS	500.00	64.00	-	-	564.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2400-422.30-02	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	3,000.00	916.00	-	-	3,916.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2400-422.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	1,600.00	33.00	-	-	1,633.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 2400	3,111,810.00	1,013.00	-	-	3,112,823.00	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Expenditures - General Fund - Department - Building Safety							
001-2700-442.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	150.00	96.00	-	-	246.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2700-442.23-04	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	-	14.00	-	-	14.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2700-442.36-00	CONSRT/REG/ITN/ENFORCMT / DEPARTMENTAL SUPPLIES	500.00	135.00	-	-	635.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-2700-442.89-46	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	478.00	-	-	478.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 2700	346,643.00	723.00	-	-	347,366.00	
Expenditures - General Fund - Department - Planning							
001-2800-441.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	360,000.00	21,438.00	-	-	381,438.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 2800	764,964.00	21,438.00	-	-	786,402.00	
Expenditures - General Fund - Department - Engineering							
001-3000-442.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	6,500.00	200.00	-	-	6,700.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3000-442.33-53	CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	75,000.00	119,576.00	-	-	194,576.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3000-442.36-00	CONSRT/REG/ITN/ENFORCMT / DEPARTMENTAL SUPPLIES	3,500.00	500.00	-	-	4,000.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 3000	256,057.00	120,276.00	-	-	376,333.00	
Expenditures - General Fund - Department - Building Maintenance							
001-3200-412.30-02	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	60,000.00	2,285.00	-	-	62,285.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3200-412.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	5,000.00	138.00	-	-	5,138.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3200-412.36-00	MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	1,500.00	18.00	-	-	1,518.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3200-412.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	5,465.00	-	-	5,465.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 3200	174,013.00	7,906.00	-	-	181,919.00	
Expenditures - General Fund - Department - Parks							
001-3600-461.30-02	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	9,500.00	65.00	-	-	9,565.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3600-461.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	1,855.00	-	-	1,855.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-3600-461.90-37	CAPITAL EXPENDITURES / REPLIER PARK IMPROVEMENT	-	1,120.00	-	-	98,552.00	Budget Amount to cover balance of FY2018 and Capital Improvement Related Item (FY2017 budget 20,000 Replier Park Parkint lot P5&E, 90,000 Parking lot construction)
	Total Expenditures Fund 001 - Department 3600	512,868.00	3,040.00	-	98,552.00	614,460.00	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Expenditures - General Fund - Department - Recreation							
001-4000-461.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	1,200.00	18.00	-	-	1,218.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4000-461.26-06	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	6,500.00	4,530.00	-	-	11,030.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4000-461.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	6,500.00	969.00	-	-	7,469.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4000-461.36-09	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	9,000.00	100.00	-	-	9,100.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 4000	458,090.00	5,617.00	-	12,000.00	475,707.00	
Expenditures - General Fund - Department - Aquatics							
001-4010-461.26-06	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	8,000.00	548.00	-	-	8,548.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4010-461.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	1,500.00	88.00	-	-	1,588.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4010-461.30-12	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-POOL	5,000.00	2,413.00	-	-	7,413.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4010-461.36-08	DEPARTMENTAL SUPPLIES / CHMCLS/GASES/POOL SUPPLS	10,500.00	12.00	-	-	10,512.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4010-461.36-09	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	1,000.00	13.00	-	-	1,013.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 4010	120,804.00	3,074.00	-	-	123,878.00	
Expenditures - General Fund - Department - Senior Center							
001-4050-461.26-06	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	3,500.00	1,480.00	-	-	4,980.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 4050	85,671.00	1,480.00	-	-	87,151.00	
Expenditures - General Fund - Department - Central Services							
001-4500-412.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	8,500.00	18,831.00	-	-	27,331.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4500-412.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	11,000.00	1,971.00	-	-	12,971.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
001-4500-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	6,400.00	1,674.00	-	9,500.00	17,574.00	Reso 2017-63 Consulting fee - TMG Consulting \$9500 6/30/2017 - carry over to FY18
001-4500-412.47-00	MANAGEMENT AND SUPPORT / CONTINGENCY	-	-	-	150,053.00	150,053.00	Carry forward balance to FY17
	Total Expenditures Fund 001 - Department 4800	1,122,222.00	22,476.00	-	159,553.00	1,304,251.00	
Expenditures - General Fund - Department - Community Enhancement							
001-5400-446.41-36	SUNDRY CHARGES/SPC PRGRMS / STAGECOACH DAYS APPROPR	10,000.00	-	-	20,000.00	30,000.00	Mid-Year Budget Adj 20,000 A05001 - approved by Council in May but intended for this years' event carry forward since Stagecoach days is in September
001-5400-446.41-86	SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTION	25,000.00	5,620.00	-	-	30,620.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 001 - Department 5400	60,000.00	5,620.00	-	20,000.00	85,620.00	
	Total Fund 001 - General Fund - Revenue	16,619,002.00	-	40,448.00	-	16,659,450.00	
	Total Fund 001 - General Fund - Expenditures	16,750,281.00	373,073.00	-	463,580.00	17,586,934.00	
	Net Fund 001 - General Fund Balance	(131,279.00)	(373,073.00)	40,448.00	(463,580.00)	(927,484.00)	

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Fund 002 - Developer Deposit Fund							
Revenue - Developer Deposit Fund - Department - Planning							
002-2800-351.36-01	CHARGES FOR CURRENT SVC / ENVIRONMENTAL REVIEW	35,000.00	-	46,550.00	-	81,550.00	Reso 2017-64 Consultant Fee \$46,550 6/30/2017
	Total Revenue Fund 002 - Department 2800	35,000.00	-	46,550.00	-	81,550.00	
Expenditures - Developer Deposit Fund - Department - Planning							
002-2800-441.33-05	CONTRACT SVC-PROFESSIONAL / ENVIRONMENTAL REVIEW	20,000.00	40,678.00	-	46,550.00	107,228.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 (\$40,678) and Reso 2017-64 Consultant Fee \$46550 6/30/2017
002-2800-441.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	15,000.00	7,063.00	-	-	22,063.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 002 - Department 2800	35,000.00	47,741.00	-	46,550.00	129,291.00	
Fund 005 - SA Admin Fund							
Expenditures - SA Admin Fund - Department - City Manager - Economic Development							
002-3000-442.33-51	CONTRACT SVC-PROFESSIONAL / SPL PROCESSING CONSULTA	-	3,925.00	-	-	3,925.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 002 - Department 3000	-	3,925.00	-	-	3,925.00	
Fund 005 - SA Admin Fund							
Expenditures - SA Admin Fund - Department - City Manager - Economic Development							
	Total Fund 002 - Developer Deposit Fund - Revenue	35,000.00	-	46,550.00	-	81,550.00	
	Total Fund 002 - Developer Deposit Fund - Expenditures	35,000.00	51,666.00	-	46,550.00	133,216.00	
	Net Fund 002 - Developer Deposit Fund Balance	-	(51,666.00)	46,550.00	(46,550.00)	(51,666.00)	
Fund 005 - SA Admin Fund							
Expenditures - SA Admin Fund - Department - City Manager - Economic Development							
005-1210-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	15,000.00	755.00	-	11,429.00	27,184.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 \$755, plus FY17 balance remaining less ENC amount \$11428.75 to cover costs for winding down SA
	Total Expenditures Fund 005 - Department 1210	20,835.00	755.00	-	11,429.00	33,019.00	
	Total Fund 005 - SA Admin Fund - Revenue	250,000.00	-	-	-	250,000.00	
	Total Fund 005 - SA Admin Fund - Expenditures	20,835.00	755.00	-	11,429.00	33,019.00	
	Net Fund 005 - SA Admin Fund Balance	229,165.00	(755.00)	-	(11,429.00)	216,981.00	
Fund 100 - Gas Tax Street Fund							
Revenue - Gas Tax Street Fund - Department - Gas Tax - Street							
100-4900-341.31-16	REVENUE FROM STATE / STATE HIGHWAY GRANTS	-	-	375,700.00	-	375,700.00	Grant related item
100-4900-381.56-16	INTERFUND TRANSFERS / TRANSFR-TRAFFIC CONTROL FD	-	-	80,730.00	-	80,730.00	Grant related item
	Total Revenue Fund 100 - Department 4900	796,785.00	-	456,430.00	-	1,253,215.00	

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Expenditures - Gas Tax Street Fund - Department - Gas Tax - Street							
100-4900-431.30-09	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-TRFFC SIGN	20,000.00	2,293.00	-	-	22,293.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
100-4900-431.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	1,236.00	-	-	1,236.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
100-4900-431.93-27	CAP EXPEND-INFRASTRUCTURE / TRAFFIC SIGNALS/SYNCHRO	-	-	-	403,800.00	403,800.00	Reso 2017-61 Traffic Signal System Improvements on Ramsey \$494469 + 10% contingency - \$543915 - Funded \$404229 from 100-4900-431.93-27 and \$139686 from 101-4900-431.93-16
	Total Expenditures Fund 100 - Department 4900	906,252.00	3,529.00	-	403,800.00	1,313,581.00	
	Total Fund 100 - Gas Tax Street Fund - Revenue	796,785.00	-	456,430.00	-	1,253,215.00	
	Total Fund 100 - Gas Tax Street Fund - Expenditures	906,252.00	3,529.00	-	403,800.00	1,313,581.00	
	Net Fund 100 - Gas Tax Street Fund Balance	(109,467.00)	(3,529.00)	456,430.00	(403,800.00)	(60,366.00)	
Fund 101 - Measure A Street Fund							
Expenditures - Measure A Street Fund - Department - Gas Tax - Street							
101-4900-431.33-53	CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	-	6,090.00	-	-	6,090.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
101-4900-431.93-16	CAP EXPEND-INFRASTRUCTURE / MEASURE A ST IMPROVEMEN	-	86,407.00	-	663,796.00	750,203.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Reso 2017-61 Traffic Signal System Improvements on Ramsey \$494469 + 10% contingency - \$543915 - Funded \$404229 from 100-4900-431.93-27 and \$139686 from 101-4900-431.93-16 - Reduce by Encumbrance/Budget Adj.
	Total Expenditures Fund 101 - Department 4901	1,313,000.00	92,497.00	-	663,796.00	2,069,293.00	
	Total Fund 101 - Measure A Street Fund - Revenue	554,200.00	-	-	-	554,200.00	
	Total Fund 101 - Measure A Street Fund - Expenditures	1,313,000.00	92,497.00	-	663,796.00	2,069,293.00	
	Net Fund 101 - Measure A Street Fund Balance	(758,800.00)	(92,497.00)	-	(663,796.00)	(1,515,093.00)	
Fund 110 - CDBG Fund							
Revenue - CDBG Fund - FY16 Grant							
110-5516-347.34-02	REVENUE FROM FEDERAL / FEDERAL C D B GRANTS	-	-	44,807.00	-	44,807.00	Grant related item
	Total Revenue Fund 110 - Department 5516	-	-	44,807.00	-	44,807.00	
Expenditures - CDBG Fund - FY16 Grant							
110-5516-461.90-82	CAPITAL EXPENDITURES / COMM CENTER REHAB	-	29,370.00	-	15,437.00	44,807.00	Grant related item
	Total Expenditures Fund 110 - Department 5516	-	29,370.00	-	15,437.00	44,807.00	

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Revenue - CDBG Fund - FY17 Grant							
110-5517-347.34-02	REVENUE FROM FEDERAL / FEDERAL C D B GRANTS	-	-	172,331.00	-	172,331.00	Grant related item
	Total Revenue Fund 107 - Department 4900			172,331.00		172,331.00	
Expenditures - CDBG Fund - FY17 Grant							
110-5517-461.90-82	CAPITAL EXPENDITURES / COMM CENTER REHAB	-	-	-	172,331.00	172,331.00	Grant related item
	Total Expenditures Fund 103 - Department 4900				172,331.00	172,331.00	
	Total Fund 110 - CDBG Fund - Revenue			217,138.00	-	217,138.00	
	Total Fund 110 - CDBG Fund - Expenditures		29,370.00	-	187,768.00	217,138.00	
	Net Fund 110 - CDBG Fund Balance		(29,370.00)	217,138.00	(187,768.00)	-	
Fund 111 - Landscape Maintenance							
Expenditures - Landscape Maintenance - Department - Gas Tax - Street							
111-4900-432.30-01	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL	21,400.00	4,066.00	-	-	25,466.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
111-4900-432.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	1,808.00	-	392.00	2,200.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and
111-4900-432.90-33	CAPITAL EXPENDITURES / LANDSCAPE PROJECT	-	-	-	125,000.00	125,000.00	Capital Improvement related item Capital Improvement related item
111-4900-432.90-72	CAPITAL EXPENDITURES / LANDSCAPE MAINT. DESIGN	-	22,993.00	-	26,815.00	49,808.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and
	Total Expenditures Fund 111 - Department 4900	112,700.00	28,867.00	-	152,207.00	293,774.00	Capital Improvement related item
	Total Fund 111 - Landscape Maintenance - Revenue	139,721.00	-	-	-	139,721.00	
	Total Fund 111 - Landscape Maintenance - Expenditures	112,700.00	28,867.00	-	152,207.00	293,774.00	
	Net Fund 111 - Landscape Maintenance Balance	27,021.00	(28,867.00)	-	(152,207.00)	(154,053.00)	
Fund 148 - Supplemental Law Enforcement							
Expenditures - Supplemental Law Enforcement - Department - Police - FY15 Grant							
148-2215-421.32-06	CONTRACTUAL SVCS-RENT/LSE / LEASE/PURCHASE PAYMENTS	-	206.00	-	-	206.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
148-2215-421.36-04	DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	-	1,584.00	-	-	1,584.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
148-2215-421.89-52	NONCAPITALIZED ASSETS / VEHICLES	-	2,735.00	-	-	2,735.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 148 - Department 2215		4,525.00			4,525.00	
Revenue - Supplemental Law Enforcement - Department - Police - FY17 Grant							
148-2217-344.33-12	REVENUE FROM COUNTY / COPS - AB3229	-	-	100,000.00	-	100,000.00	Grant related item
	Total Revenue Fund 148 - Department 2217			100,000.00		100,000.00	
Expenditures - Supplemental Law Enforcement - Department - Police - FY17 Grant							
148-2217-421.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-	-	-	100,000.00	100,000.00	Grant related item
	Total Expenditures Fund 148 - Department 2217				100,000.00	100,000.00	
	Total Fund 148 - Supplemental Law Enforcement - Revenue			100,000.00	-	100,000.00	
	Total Fund 148 - Supplemental Law Enforcement - Expenditures		4,525.00	-	100,000.00	104,525.00	

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Net Fund 148 - Supplemental Law Enforcement Balance		-	(4,525.00)	100,000.00	(100,000.00)	(4,525.00)	

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 201 - Senior Center Activities Fund							
Expenditures - Senior Center Activities Fund - Department - Recreation - Senior Center Advisory Board							
201-4060-446.36-65	DEPARTMENTAL SUPPLIES / SENIOR PROGRAM SUPPLIES	1,500.00	34.00	-	-	1,534.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
201-4060-461.23-24	CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	500.00	175.00	-	-	675.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 201 - Department 4060	7,700.00	209.00	-	-	7,909.00	
	Total Fund 201 - Senior Center Activities Fund - Revenue	7,900.00	-	-	-	7,900.00	
	Total Fund 201 - Senior Center Activities Fund - Expenditures	11,000.00	209.00	-	-	11,209.00	
	Net Fund 201 - Senior Center Activities Fund Balance	(3,100.00)	(209.00)	-	-	(3,309.00)	
Fund 420 - Traffic Control Facility Fund							
Expenditures - Traffic Control Facility Fund - Department - Gas Tax							
420-4900-431.33-53	CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	-	-	-	25,000.00	25,000.00	Previous Approved Continuing Appropriation
420-4900-431.56-04	INTERFUND TRANSFERS / TRANSFER-GAS TAX STREET FD	-	-	-	80,730.00	80,730.00	Previous Approved Continuing Appropriation
	Total Expenditures Fund 420 - Department 4900	-	-	-	105,730.00	105,730.00	
	Total Fund 420 - Traffic Control Facility Fund - Revenue	950.00	-	-	-	950.00	
	Total Fund 420 - Traffic Control Facility Fund - Expenditures	-	-	-	105,730.00	105,730.00	
	Net Fund 420 - Traffic Control Facility Fund Balance	950.00	-	-	(105,730.00)	(104,780.00)	
Fund 430 - General Facilities Fund							
Expenditures - General Facilities Fund - Department - General Facilities							
430-2900-441.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	4,016.00	-	-	4,016.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
430-2900-441.50-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	10,150.00	-	94,994.00	105,144.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Capital Improvement Item
	Total Expenditures Fund 430 - Department 2900	-	14,166.00	-	94,994.00	109,160.00	
	Total Fund 430 - General Facilities Fund - Revenue	800.00	-	-	-	800.00	
	Total Fund 430 - General Facilities Fund - Expenditures	-	14,166.00	-	94,994.00	109,160.00	
	Net Fund 430 - General Facilities Fund Balance	800.00	(14,166.00)	-	(94,994.00)	(108,360.00)	

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Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 441 - Sunset Grade Separation Fund							
Revenue - Sunset Grade Separation Fund - Department - Sunset Grade Separation 441-6500-366.44-21	OTHER REVENUE / TUMF FUNDING	-	-	747,445.00	-	747,445.00	Grant related item
Total Revenue Fund 441 - Department 6500		-	-	747,445.00	-	747,445.00	
Expenditures - Sunset Grade Separation Fund - Department - Sunset Grade Separation							
441-6500-431.99-02	CAP EXPEND-INFRASTRUCTURE / SUNSET GRADE SEPARATION	229,189.00	-	-	253,219.00	482,408.00	Sunset Grade project Relocate Utilities - carry balance forward Reso 2017-03UA - IRWM Plan - A030000 3/14/17 - carry forward to FY2018 \$253219
Total Expenditures Fund 441 - Department 6500		229,189.00	-	-	253,219.00	482,408.00	
Total Fund 441 - Sunset Grade Separation Fund - Revenue		-	-	747,445.00	-	747,445.00	
Total Fund 441 - Sunset Grade Separation Fund - Expenditures		229,189.00	-	-	253,219.00	482,408.00	
Net Fund 441 - Sunset Grade Separation Fund Balance		(229,189.00)	-	747,445.00	(253,219.00)	265,037.00	
Fund 470 - Capital Improvement Fund							
Expenditures - Capital Improvement Fund - Department - Building Maintenance & Recreation							
470-3200-412.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	-	-	120,000.00	120,000.00	Capital Improvement related item
Total Expenditures Fund 470 - Department 3200 & 4000		-	-	-	120,000.00	120,000.00	
Total Fund 470 - Capital Improvement Fund - Revenue		50.00	-	-	-	50.00	
Total Fund 470 - Capital Improvement Fund - Expenditures		-	-	-	120,000.00	120,000.00	
Net Fund 470 - Capital Improvement Fund Balance		50.00	-	-	(120,000.00)	(119,950.00)	
Fund 600 - Airport Fund							
Expenditures							
600-5100-435.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	9,500.00	200.00	-	-	9,700.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
Total Expenditures Fund 600 - Department 5100		186,430.00	200.00	-	-	186,630.00	
Total Fund 600 - Airport Fund - Revenue		178,950.00	-	-	-	178,950.00	
Total Fund 600 - Airport Fund - Expenditures		186,430.00	200.00	-	-	186,630.00	
Net Fund 600 - Airport Fund Balance		(7,480.00)	(200.00)	-	-	(7,680.00)	

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Fund 610 - Transit Fund							
Revenue - Transit Fund							
610-5800-341.31-20	REVENUE FROM STATE / ST REIMB-EMERGENCY SVCS	-	-	19,189.00	-	19,189.00	Grant related - Reso 2017-10 Transit Sys. TCEMA7 (4/30/2017) Continuing appropriation
Total Revenue Fund 610 - Department 5800		1,610,430.00	-	19,189.00	-	1,629,619.00	
Expenditures - Transit Fund							
610-5800-434.23-06	CONTRACTUAL SERVICES / STAFF TRAINING	2,500.00	398.00	-	-	2,898.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
610-5800-434.25-02	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	5,000.00	33.00	-	-	5,033.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
610-5800-434.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	3,500.00	969.00	-	-	4,469.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
610-5800-434.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	-	-	19,189.00	19,189.00	Grant related - Reso 2017-10 Transit Sys. TCEMA7 (4/30/2017) Continuing appropriation
610-5800-434.90-19	CAPITAL EXPENDITURES / PLANT PROPERTY	-	-	-	167,027.00	167,027.00	Capital Improvement related item
610-5800-434.90-48	CAPITAL EXPENDITURES / COMPUTER HARDWARE	-	-	-	53,246.00	53,246.00	Capital Improvement related item
610-5800-434.90-51	CAPITAL EXPENDITURES / AUTOMOTIVE EQUIPMENT	-	464,897.00	-	259,655.00	724,552.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and \$444,334 Proj#TCEMA6, Capital Improvement related item
610-5800-434.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-	-	-	75,976.00	75,976.00	Capital Improvement related item
Total Expenditures Fund 610 - Department 5800		1,576,652.00	466,297.00	-	575,093.00	2,618,042.00	
Revenue - Transit Fund - Department - Dial-A-Ride							
610-5850-341.31-25	REVENUE FROM STATE / CAPITAL GRANT - STA	-	-	132,255.00	-	132,255.00	Grant related item
610-5850-341.31-61	REVENUE FROM STATE / CA EMER MGMT SYSTEM	-	-	120,313.00	-	120,313.00	Grant related item
Total Revenue Fund 610 - Department 5850		239,570.00	-	252,568.00	-	492,138.00	
Expenditures - Transit Fund - Department - Dial-A-Ride							
610-5850-434.33-32	CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	200.00	35.00	-	-	235.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
610-5850-434.90-49	CAPITAL EXPENDITURES / COMPUTER SOFTWARE	-	-	-	25,000.00	25,000.00	Previous Approved Continuing Appropriation - Capital Improvement related item
610-5850-434.90-51	CAPITAL EXPENDITURES / AUTOMOTIVE EQUIPMENT	-	-	-	202,568.00	202,568.00	Previous Approved Continuing Appropriation - Capital Improvement related item
610-5850-434.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-	-	-	25,000.00	25,000.00	Previous Approved Continuing Appropriation - Capital Improvement related item
Total Expenditures Fund 610 - Department 5850		223,584.00	35.00	-	252,568.00	476,187.00	
Total Fund 610 - Transit Fund - Revenue		1,850,000.00	-	271,757.00	-	2,121,757.00	
Total Fund 610 - Transit Fund - Expenditures		1,800,236.00	466,332.00	-	827,661.00	3,094,229.00	
Net Fund 610 - Transit Fund Balance		49,764.00	(466,332.00)	271,757.00	(827,661.00)	(972,472.00)	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 670 - Electric Fund							
Expenditures - Electric Fund - Department - Electric							
670-7000-473.23-17	CONTRACTUAL SERVICES / TREE TRIMMING SERVICE	150,000.00	96,800.00	-	-	246,800.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.23-19	CONTRACTUAL SERVICES / ALARM SERVICE	2,500.00	782.00	-	-	3,282.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.27-11	COST OF GOODS/SVC-RESALE / JOINT POLE EXP	10,000.00	26.00	-	-	10,026.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	10,000.00	2,025.00	-	-	12,025.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	10,000.00	877.00	-	-	10,877.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	35,000.00	7,231.00	-	205,260.00	247,491.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and previously approved continuing appropriation carry forward
670-7000-473.33-32	CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	1,000.00	70.00	-	-	1,070.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.36-00	ELECTRIC / DEPARTMENTAL SUPPLIES	7,000.00	311.00	-	-	7,311.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.45-05	SPECIAL UTILITY COSTS / SUBSTATION EXPENSE	10,000.00	716.00	-	-	10,716.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.45-16	SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	20,000.00	1,818.00	-	-	21,818.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.56-58	INTERFUND TRANSFERS / TRNFR RATE STABILITY FUND	-	-	-	223,038.00	223,038.00	Previous Approved Continuing Appropriation Balance remaining of FY17 budget adjustment carry forward to FY18
670-7000-473.89-46	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	-	-	6,454.00	6,454.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.89-48	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	10,000.00	582.00	-	-	10,582.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
670-7000-473.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	50,000.00	32,300.00	-	119,511.00	201,811.00	Purchase Order carried forward to FY2018 - and Capital expenditure related item (Modifications & improvements to admin building)
670-7000-473.90-48	CAPITAL EXPENDITURES / COMPUTER HARDWARE	5,000.00	-	-	20,000.00	25,000.00	Capital expenditure related item
670-7000-473.90-52	CAPITAL EXPENDITURES / VEHICLES	50,000.00	-	-	410,021.00	460,021.00	Capital expenditure related item
670-7000-473.95-19	SPECIAL UTILITY CAP ITEMS / STREET LIGHTS	15,000.00	-	-	51,449.00	66,449.00	Capital expenditure related item
670-7000-473.95-23	SPECIAL UTILITY CAP ITEMS / SYSTEM IMPROVEMENTS-LAB	25,000.00	-	-	-	25,000.00	Capital expenditure related item
670-7000-473.95-29	SPECIAL UTILITY CAP ITEMS / POLE TESTING & REPLACEMENT	20,000.00	-	-	54,789.00	74,789.00	Capital expenditure related item
Total Expenditures Fund 670 - Department 7000		11,979,113.00	143,538.00	-	1,090,522.00	13,213,173.00	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Expenditures - Electric Fund - Department - Electric - Generation & Transmission							
670-7010-473.27-02	COST OF GOODS/SVC-RESALE / POWER RESOURCES COSTS	-	-	-	5,000.00	5,000.00	Previous Approved Continuing Appropriation
							Budget Amount to cover balance of FY2017
670-7010-473.27-50	COST OF GOODS/SVC-RESALE / CAPACITY	11,914,500.00	5,850.00	-	-	11,920,350.00	Purchase Order carried forward to FY2018
							Budget Amount to cover balance of FY2017
670-7010-473.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	12,000.00	8,032.00	-	-	20,032.00	Purchase Order carried forward to FY2018
	Total Expenditures Fund 670 - Department 7010	18,497,917.00	13,882.00	-	5,000.00	18,516,799.00	
	Total Fund 670 - Electric Fund - Revenue	30,774,000.00	-	-	-	30,774,000.00	
	Total Fund 670 - Electric Fund - Expenditures	30,477,030.00	157,420.00	-	1,095,522.00	31,729,972.00	
	Net Fund 670 - Electric Fund Balance	296,970.00	(157,420.00)	-	(1,095,522.00)	(955,972.00)	
Fund 673 - Electric Improvement Fund							
Revenue - Electric Improvement Fund - Department - Electric							
673-7000-366.44-07	OTHER REVENUE / IN AID OF CONSTRUCTION	-	-	48,000.00	-	48,000.00	Previous Approved Continuing Appropriation
	Total Revenue Fund 673 - Department 7000	121,539.00	-	48,000.00	-	169,539.00	
Expenditures - Electric Improvement Fund - Department - Electric							
673-7000-473.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	22,907.00	-	594,305.00	617,212.00	Budget Amount to cover balance of FY2017
673-7000-473.90-77	CAPITAL EXPENDITURES / ALTERNATIVE FUELING PROJ	-	-	-	184,455.00	184,455.00	Purchase Order carried forward to FY2018 - and Capital expenditure related item
							Budget Amount to cover balance of FY2017
673-7000-473.93-02	CAP EXPEND-INFRASTRUCTURE / SUNSET GRADE SEPARATION	-	6,400.00	-	380,968.00	387,368.00	Purchase Order carried forward to FY2018 - and Capital expenditure related item
							Budget Amount to cover balance of FY2017
673-7000-473.95-31	SPECIAL UTILITY CAP ITEMS / SMART METER PROJECT	750,000.00	375,536.00	-	1,939,522.00	3,065,058.00	Purchase Order carried forward to FY2018 - and Capital expenditure related item
							Budget Amount to cover balance of FY2017
673-7000-473.96-34	SPL UTIL CAP-SPL PROJECTS / HYDRO REBUILD	-	950.00	-	306,218.00	307,168.00	Purchase Order carried forward to FY2018 - and Capital expenditure related item
							Budget Amount to cover balance of FY2017
673-7000-473.96-36	SPL UTIL CAP-SPL PROJECTS / UNDGR ELEC @ BARBOUR ST	-	42,307.00	-	(9,682.00)	32,625.00	Purchase Order carried forward to FY2018 - and Capital expenditure related item
	Total Expenditures Fund 673 - Department 7000	1,435,000.00	448,100.00	-	3,395,786.00	5,278,886.00	
	Total Fund 673 - Electric Improvement Fund - Revenue	121,539.00	-	48,000.00	-	169,539.00	
	Total Fund 673 - Electric Improvement Fund - Expenditures	1,435,000.00	448,100.00	-	3,395,786.00	5,278,886.00	
	Net Fund 673 - Electric Improvement Fund Balance	(1,313,461.00)	(448,100.00)	48,000.00	(3,395,786.00)	(5,109,347.00)	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 674 - Electric Revenue Bond Project Fund							
Revenue - Electric Revenue Bond Project Fund - Department - Electric							
674-7000-381.56-61	INTERFUND TRANSFERS / TRNSFR-ELECTRIC IMPROV FD	-	-	1,471,707.00	-	1,471,707.00	Capital expenditure related item
Total Revenue Fund 674 - Department 7000		688,050.00	-	1,471,707.00	-	2,159,757.00	
Expenditures - Electric Revenue Bond Project Fund - Department - Electric							
674-7000-473.96-12	SPL UTIL CAP-SPL PROJECTS / MIDWAY SUBSTATION	-	50,000.00	-	450,000.00	500,000.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
674-7000-473.96-18	SPL UTIL CAP-SPL PROJECTS / SUNSET SUBSTATION	1,850,000.00	146,300.00	-	50,000.00	2,046,300.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
674-7000-473.96-29	SPL UTIL CAP-SPL PROJECTS / D.T. UG CONV/DEC LIGHTI	-	167,042.00	-	326,112.00	493,154.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
674-7000-473.96-32	SPL UTIL CAP-SPL PROJECTS / ALOLA SUBSTATION	-	1,300,371.00	-	807,806.00	2,108,177.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
674-7000-473.96-33	SPL UTIL CAP-SPL PROJECTS / AIRPORT SUBSTATION	-	425,807.00	-	-	425,807.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
Total Expenditures Fund 674 - Department 7000		2,150,000.00	2,097,776.00	-	1,633,918.00	5,881,694.00	
Total Fund 674 - Electric Revenue Bond Project Fund - Revenue		688,050.00	-	1,471,707.00	-	2,159,757.00	
Total Fund 674 - Electric Revenue Bond Project Fund - Expenditures		2,150,000.00	2,097,776.00	-	1,633,918.00	5,881,694.00	
Net Fund 674 - Electric Revenue Bond Project Fund Balance		(1,461,950.00)	(2,097,776.00)	1,471,707.00	(1,633,918.00)	(3,721,937.00)	
Fund 675 - Public Benefit Fund							
Expenditures - Public Benefit Fund - Department - Electric - Public Benefit Program							
675-7020-473.41-46	SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS	9,000.00	2,017.00	-	-	11,017.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
Total Expenditures Fund 675 - Department 7020		799,879.00	2,017.00	-	-	801,896.00	
Total Fund 675 - Public Benefit Fund - Revenue		784,250.00	-	-	-	784,250.00	
Total Fund 675 - Public Benefit Fund - Expenditures		799,879.00	2,017.00	-	-	801,896.00	
Net Fund 675 - Public Benefit Fund Balance		(15,629.00)	(2,017.00)	-	-	(17,646.00)	

City of Banning
 2017 12 12 Continuing Appropriations for Council Approval
 FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 702 - Fleet Maintenance Fund							
Expenditures - Fleet Maintenance Fund - Department - Fleet Maintenance							
702-3800-480.33-49	CONTRACTUAL SERVICES / RECYCLING SERVICES	3,000.00	93.00	-	-	3,093.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
702-3800-480.30-05	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-VEHICLES	100,000.00	351.00	-	-	100,351.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
702-3800-480.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	50,000.00	1,006.00	-	-	51,006.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
702-3800-480.38-52	SUPPLIES-TECHNICAL SPLS / AUTO PARTS	135,000.00	2,079.00	-	-	137,079.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
702-3800-480.90-77	CAPITAL EXPENDITURES / ALTERNATE FUELING SYSTEM	-	33,095.00	-	-	33,095.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 702 - Department 3800	1,415,247.00	36,624.00	-	-	1,451,871.00	
	Total Fund 702 - Fleet Maintenance Fund - Revenue	1,309,847.00	-	-	-	1,309,847.00	
	Total Fund 702 - Fleet Maintenance Fund - Expenditures	1,415,247.00	36,624.00	-	-	1,451,871.00	
	Net Fund 702 - Fleet Maintenance Fund Balance	(105,400.00)	(36,624.00)	-	-	(142,024.00)	
Fund 703 - Information Systems Services Fund							
Expenditures - Information Systems Services Fund - Department - Information Systems Services							
703-3700-480.30-19	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-HDWRE-CNTR	15,000.00	1,952.00	-	-	16,952.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
703-3700-480.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	13,300.00	1,113.00	-	-	14,413.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
703-3700-480.89-48	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	5,000.00	224.00	-	-	5,224.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
	Total Expenditures Fund 703 - Department 3700	789,798.00	3,289.00	-	-	793,087.00	
	Total Fund 703 - Information Systems Services Fund - Revenue	790,098.00	-	-	-	790,098.00	
	Total Fund 703 - Information Systems Services Fund - Expenditures	789,798.00	3,289.00	-	-	793,087.00	
		300.00	(3,289.00)	-	-	(2,989.00)	

City of Banning
2017 12 12 Continuing Appropriations for Council Approval
FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 761 - Utility Billing Administration Fund							
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service							
761-3100-480.23-04	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	68,000.00	11,809.00	-	-	79,809.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
761-3100-480.23-43	CONTRACTUAL SERVICES / COURIER SERVICES	6,300.00	2,066.00	-	-	8,366.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
761-3100-480.23-52	CONTRACTUAL SERVICES / CREDIT CARD FEES	146,000.00	303.00	-	-	146,303.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
761-3100-480.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	3,500.00	1,326.00	-	-	4,826.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
761-3100-480.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	2,220.00	99.00	-	-	2,319.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
761-3100-480.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	14,000.00	694.00	-	17,755.00	32,449.00	Carry balance forward as done previously less ENC/BA
761-3100-480.33-12	CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	30,000.00	-	-	11,947.00	41,947.00	Carry balance forward as done previously
761-3100-480.90-49	CAPITAL EXPENDITURES / COMPUTER SOFTWARE	-	-	-	5,930.00	5,930.00	Capital expenditure related item FY17 Budgeted Fusion Software, Carry forward to FY18
761-3100-480.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-	-	-	12,000.00	12,000.00	Capital expenditure related item - Replacement folder/stuffer machine for entire city use - all departments utilize this machine, carry balance forward - purchased in FY18
Total Expenditures Fund 761 - Department 3100		1,724,711.00	16,297.00	-	47,632.00	1,788,640.00	
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service							
761-3110-480.90-52	CAPITAL EXPENDITURES / VEHICLES	27,500.00	80,125.00	-	-	107,625.00	
Total Expenditures Fund 761 - Department 3110		673,575.00	80,125.00	-	-	753,700.00	
Total Fund 761 - Utility Billing Administration Fund - Revenue		2,398,286.00	-	-	-	2,398,286.00	
Total Fund 761 - Utility Billing Administration Fund - Expenditures		2,398,286.00	96,422.00	-	47,632.00	2,542,340.00	
Net Fund 761 - Utility Billing Administration Fund Balance		-	(96,422.00)	-	(47,632.00)	(144,054.00)	
Fund 855 - 2007 TABS Bond Proceeds Fund							
Expenditures - 2007 TABS Bond Proceeds Fund - Department - Tax Allocation Bonds							
855-9500-490.90-30	CAPITAL EXPENDITURES / ROOSEVELT WMS PARK IMPROV	-	17,165.00	-	2,770,423.00	2,787,588.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Capital expenditure related item
855-9500-490.93-15	CAP EXPEND-INFRASTRUCTURE / STREET IMPROVEMENTS	-	-	-	2,700,452.00	2,700,452.00	Capital expenditure related item
855-9500-490.93-30	CAP EXPEND-INFRASTRUCTURE / RAMSEY ST IMPROVEMENTS	-	32,136.00	-	-	32,136.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
Total Expenditures Fund 855 - Department 9500		-	49,301.00	-	5,470,875.00	5,520,176.00	
Total Fund 855 - 2007 TABS Bond Proceeds Fund - Revenue		4,313.00	-	-	-	4,313.00	
Total Fund 855 - 2007 TABS Bond Proceeds Fund - Expenditures		-	49,301.00	-	5,470,875.00	5,520,176.00	
Net Fund 855 - 2007 TABS Bond Proceeds Fund Balance		4,313.00	(49,301.00)	-	(5,470,875.00)	(5,515,863.00)	

City of Banning
 2017 12 12 Continuing Appropriations for Council Approval
 FY 18 CITY RESO 2017-119

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 856 - 2003 TABS Bond Proceeds Fund							
Expenditures - 2003 TABS Bond Proceeds Fund - Department - Tax Allocation Bonds							
856-9500-490.93-15	CAP EXPEND-INFRASTRUCTURE / STREET IMPROVEMENTS	-	132,621.00	-	85,552.00	218,173.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Capital expenditure related item
	Total Expenditures Fund 856 - Department 9500	-	132,621.00	-	85,552.00	218,173.00	
	Total Fund 856 - 2003 TABS Bond Proceeds Fund - Revenue	33,274.00	-	-	-	33,274.00	
	Total Fund 856 - 2003 TABS Bond Proceeds Fund - Expenditures	-	132,621.00	-	85,552.00	218,173.00	
	Net Fund 856 - 2003 TABS Bond Proceeds Fund Balance	33,274.00	(132,621.00)	-	(85,552.00)	(184,899.00)	

ATTACHMENT 3

RESOLUTION 2017-21 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING AUTHORIZING AMENDMENTS OF THE FISCAL YEAR 2017-18 WATER AND WASTEWATER BUDGETS TO INCLUDE ENCUMBRANCE CARRYOVERS AND CONTINUING APPROPRIATIONS OF CERTAIN UNEXPENDED FISCAL YEAR 2016-17 APPROPRIATIONS.

WHEREAS, the Authority desires to ensure continuity in accomplishing multi-year objectives by continuing unspent approved Fiscal Year 2016-17 budgeted items and/or services into Fiscal Year 2017-18; and

WHEREAS, after including the requested encumbrance carryovers and continuing appropriations, water and wastewater appropriations are within their approved budget amounts and the items or services were previously approved in the Fiscal Year 2016-17 Budget; and

WHEREAS, adequate balances are available in all funds to support the recommended changes;

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority that the water and wastewater budgets for the fiscal year ended June 30, 2018, are amended to include Encumbrance Carryovers and Continuing Appropriations as reflected in Exhibit "A", and by this reference incorporated herein as though set forth in full.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary
Banning Utility Authority

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

Kevin G. Ennis, 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 2017-21 UA, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Secretary
Banning Utility Authority
City of Banning, California

ATTACHMENT 4

Banning Utility Authority
Continuing Appropriations for Council Approval
FY 18 BUE RESO 2017-XX UA

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 660 - Water Fund							
Revenue - Water Fund - Department - Water							
660-6300-341.31-11	REVENUE FROM STATE / CA DEPT OF WATER RESOURCE	-	-	1,000,000.00	-	1,000,000.00	Reso 2017-03UA - IRWM Plan - A03000 3/14/17 - carry forward to FY2018
660-6300-342.32-04	REV FROM OTHER AGENCIES / SAN GORGONIO WATER PA	-	-	26,635.00	-	26,635.00	Reso 2017-03UA - IRWM Plan - A03000 3/14/17 - carry forward to FY2018
660-6300-344.33-04	REVENUE FROM COUNTY / RIV CO FLOOD CONTROL	-	-	26,635.00	-	26,635.00	Reso 2017-03UA - IRWM Plan - A03000 3/14/17 - carry forward to FY2018
Total Revenue Fund 660 - Department 6300		8,644,850.00	-	1,053,270.00	-	9,698,120.00	
Expenditures - Water Fund - Department - Water							
660-6300-471.23-32	CONTRACTUAL SERVICES / LABORATORY SERVICES	65,000.00	15,825.00			80,825.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	8,500.00	805.00			9,305.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	16,000.00	67.00			16,067.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	1,700.00	732.00			2,432.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	30,000.00	884,569.00		76,119.00	990,688.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Reso 2017-03UA - IRWM Plan - A03000 3/14/17 - carry forward to FY2018 \$1079905.00; Reso 2016-18UA Amendment \$102777 Reso 2017-63 Consulting \$6700 -
660-6300-471.33-32	CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	300.00	35.00			335.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.36-00	WATER / DEPARTMENTAL SUPPLIES	4,000.00	1,022.00			5,022.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.36-08	DEPARTMENTAL SUPPLIES / CHEMLS/GASES/POOL SUP/DRG	35,000.00	1,713.00			36,713.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.45-06	SPECIAL UTILITY COSTS / WELLS/PUMP EQUIP EXPENSE	75,000.00	12,226.00			87,226.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.45-07	SPECIAL UTILITY COSTS / RESERVOIR EXPENSES	29,000.00	3,815.00		40,405.00	73,220.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Notes for FY2018 states 31500 for cleaning reservoirs but only 9000 was posted to the budget. Moving balance of FY2017 over less Encumbrance of \$3815

Banning Utility Authority
 Continuing Appropriations for Council Approval
 FY 18 BUE RESO 2017-XX UA

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
660-6300-471.45-08	SPECIAL UTILITY COSTS / WTR DISTRIBUTION SYS EXP	250,000.00	82,329.00			332,329.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.45-16	SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	12,500.00	48.00			12,548.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
660-6300-471.45-17	SPECIAL UTILITY COSTS / AGGREGATE/ASPHALT	35,000.00	1,487.00			36,487.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 Capital Expenditure Related Item - Budget amount for FY17 is \$80000 for a Water Well Enclosure - No activity in FY 17 - so carry forward to FY18
660-6300-471.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	25,000.00			80,000.00	105,000.00	
660-6300-471.90-51	CAPITAL EXPENDITURES / AUTOMOTIVE EQUIPMENT	75,000.00			125,000.00	200,000.00	Capital Expenditure Related Item - budget increased to \$125000 for a Dump Truck, previously approved continuing appropriation
660-6300-471.90-52	CAPITAL EXPENDITURES / VEHICLES	15,000.00			50,000.00	65,000.00	Capital Expenditure related item - FY17 budget \$50K for work truck - carry forward to FY18
660-6300-471.90-53	CAPITAL EXPENDITURES / RADIO EQUIPMENT/RADIOS	-			-	-	
660-6300-471.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-			-	-	
660-6300-471.90-57	CAPITAL EXPENDITURES / INTERFUND SVC-ENG/INSP	-			-	-	Enc/BA \$55284.14 remaining balance less ENC/BA carry over \$209486 (original FY17 \$230000 budget - City Facilities assessment \$20000, Jacinto view water main \$30000 CR-6 Pilot study \$180000)
660-6300-471.90-78	CAPITAL EXPENDITURES / PLANNING/DESIGN-CAPITAL	757,500.00	55,284.00		211,312.00	1,024,096.00	
660-6300-471.95-27	SPECIAL UTILITY CAP ITEMS / SCADDA/TELEMETRY	-			248,678.00	248,678.00	Capital Expenditure related item - Budget in FY17 \$250000 for SCADDA /TELEMETRY - Previously approved continuing appropriation - carry balance forward
Total Expenditures Fund 660 - Department 6300		10,014,975.00	1,059,957.00	-	831,514.00	11,906,446.00	
Total Fund 660 - Water Fund - Revenue		8,644,850.00	-	1,053,270.00	-	9,698,120.00	
Total Fund 660 - Water Fund - Expenditures		10,014,975.00	1,059,957.00	-	831,514.00	11,906,446.00	
Net Fund 660 - Water Fund Balance		(1,370,125.00)	(1,059,957.00)	1,053,270.00	(831,514.00)	(2,208,326.00)	

Banning Utility Authority
Continuing Appropriations for Council Approval
FY 18 BUE RESO 2017-XX UA

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 661 - Water Capital Facilities Fund							
Expenditures - Water Capital Facilities Fund - Department - Water							
661-6300-471.90-12	CAPITAL EXPENDITURES / BUILDING CONSTRUCTION	-	-	-	593,469.00	593,469.00	Capital expenditure related item and previously approved continuing appropriation
661-6300-471.90-78	CAPITAL EXPENDITURES / PLANNING/DESIGN-CAPITAL	175,000.00	100,092.00	-	-	275,092.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Capital Expenditure related item - FY17 has budget amount of \$750000 Pilot Well in Cabazon SU,
661-6300-471.95-08	SPECIAL UTILITY CAP ITEMS / WELLS/PUMPING EQUIPMENT	696,613.00	18,228.00	-	750,000.00	1,454,841.00	
661-6300-471.95-10	SPECIAL UTILITY CAP ITEMS / WATER MAINS	-	-	-	975,000.00	975,000.00	Capital expenditure related item and previously approved continuing appropriation
	Total Expenditures Fund 661 - Department 6300	1,071,613.00	118,320.00	-	2,318,469.00	3,508,402.00	
	Total Fund 661 - Water Capital Facilities Fund - Revenue	41,000.00	-	-	-	41,000.00	
	Total Fund 661 - Water Capital Facilities Fund - Expenditures	1,071,613.00	118,320.00	-	2,318,469.00	3,508,402.00	
	Net Fund 661 - Water Capital Facilities Fund Balance	(1,030,613.00)	(118,320.00)	-	(2,318,469.00)	(3,467,402.00)	
Fund 662 - Water Irrigation Fund							
Revenue - Water Irrigation Fund - Department - Water							
662-6300-381.56-66	INTERFUND TRANSFERS / TRNFR-WSTWTR TERTIARY FD	-	-	4,380,459.00	-	4,380,459.00	Previous Approved Continuing Appropriation
	Total Revenue Fund 662 - Department 6300	2,500.00	-	4,380,459.00	-	4,382,959.00	
Expenditures - Water Irrigation Fund - Department - Water							
662-6300-471.90-10	CAPITAL EXPENDITURES / PLANNING/ENGINEERING SVC	75,000.00	76,241.00	-	137,093.00	288,334.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 and Reso 2016-19 UA Prof Serv \$142343 (less Encumbrance)
662-6300-471.95-10	SPECIAL UTILITY CAP ITEMS / WATER MAINS	-	-	-	2,500,000.00	2,500,000.00	Previous Approved Continuing Appropriation
	Total Expenditures Fund 662 - Department 6300	75,000.00	76,241.00	-	2,637,093.00	2,788,334.00	
	Total Fund 662 - Water Irrigation Fund - Revenue	2,500.00	-	4,380,459.00	-	4,382,959.00	
	Total Fund 662 - Water Irrigation Fund - Expenditures	75,000.00	76,241.00	-	2,637,093.00	2,788,334.00	
	Net Fund 662 - Water Irrigation Fund Balance	(72,500.00)	(76,241.00)	4,380,459.00	(2,637,093.00)	1,594,625.00	

Banning Utility Authority
Continuing Appropriations for Council Approval
FY 18 BUE RESO 2017-XX UA

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
Fund 663 - BUA Water Capital Project Fund							
Expenditures - BUA Water Capital Project Fund - Department - Water							
663-6300-471.90-78	CAPITAL EXPENDITURES / PLANNING/DESIGN-CAPITAL	-	41,583.00	-	-	41,583.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
663-6300-471.95-10	SPECIAL UTILITY CAP ITEMS / WATER MAINS	-	-	-	250,000.00	250,000.00	Capital Expenditure related item budgeted \$250000 for Water Mains, carry over to F18
663-6300-471.96-35	SPL UTIL CAP-SPL PROJECTS / FLUME RESTORATION PROJE	300,000.00	12,586.00	-	300,000.00	612,586.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 \$12,586 and Capital Expenditure related item FY17 budget \$300,000 for Flume Restoration project carry forward to FY18
	Total Expenditures Fund 663 - Department 6300	300,000.00	54,169.00	-	550,000.00	904,169.00	
	Total Fund 663 - BUA Water Capital Project Fund - Revenue	2,900.00	-	-	-	2,900.00	
	Total Fund 663 - BUA Water Capital Project Fund - Expenditures	300,000.00	54,169.00	-	550,000.00	904,169.00	
	Net Fund 663 - BUA Water Capital Project Fund Balance	(297,100.00)	(54,169.00)	-	(550,000.00)	(901,269.00)	
Fund 680 - Wastewater Fund							
Expenditures - Wastewater Fund - Department - Wastewater							
680-8000-454.23-32	CONTRACTUAL SERVICES / LABORATORY SERVICES	12,000.00	480.00	-	-	12,480.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.23-36	CONTRACTUAL SERVICES / SLUDGE HAULING	25,000.00	4,190.00	-	-	29,190.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.23-37	CONTRACTUAL SERVICES / NPDES STORM WATER EXPENSE	25,000.00	4,659.00	-	-	29,659.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.30-02	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	9,500.00	1,620.00	-	-	11,120.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	9,000.00	67.00	-	-	9,067.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018, Reso 2017-63, Reso 2106-18UA, and previously approved continuing appropriations.
680-8000-454.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	40,000.00	17,639.00	-	167,933.00	225,572.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.36-00	SEWERS / DEPARTMENTAL SUPPLIES	1,000.00	500.00	-	-	1,500.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.45-09	SPECIAL UTILITY COSTS / SEWER COLL SYSTEM EXPENSE	85,000.00	103.00	-	-	85,103.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018

Banning Utility Authority
Continuing Appropriations for Council Approval
FY 18 BUE RESO 2017-XX UA

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
680-8000-454.45-16	SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	5,500.00	17.00			5,517.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 Capital expenditure related item - amount budgeted for Fencing in 2017 \$75,000 plus Reso 2017-10 UA Fencing in the amount of \$16206to FY2018
680-8000-454.90-22	CAPITAL EXPENDITURES / FENCING IMPROVEMENTS	-			91,206.00	91,206.00	
680-8000-454.90-78	CAPITAL EXPENDITURES / PLANNING/DESIGN-CAPITAL	-	2,679.00			2,679.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018
680-8000-454.95-12	SPECIAL UTILITY CAP ITEMS / TREATMENT PLANT IMPROV	25,000.00	57,591.00		18,501.00	101,092.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
	Total Expenditures Fund 680 - Department 8000	3,219,914.00	89,545.00		277,640.00	3,587,099.00	
	Total Fund 680 - Wastewater Fund - Revenue	3,222,104.00				3,222,104.00	
	Total Fund 680 - Wastewater Fund - Expenditures	3,219,914.00	89,545.00		277,640.00	3,587,099.00	
	Net Fund 680 - Wastewater Fund Balance	2,190.00	(89,545.00)		(277,640.00)	(364,995.00)	
Fund 681 - Wastewater Capacity Facility Fund							
Expenditures - Wastewater Capacity Facility Fund - Department - Wastewater							
681-8000-454.90-78	CAPITAL EXPENDITURES / PLANNING/DESIGN-CAPITAL	75,000.00	92,794.00		111,308.00	279,102.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
681-8000-454.95-14	SPECIAL UTILITY CAP ITEMS / SEWER MAINS & COLL SYST	750,000.00			525,000.00	1,275,000.00	Previous Approved Continuing Appropriation
	Total Expenditures Fund 681 - Department 8000	825,000.00	92,794.00		636,308.00	1,554,102.00	
	Total Fund 681 - Wastewater Capacity Facility Fund - Revenue	38,000.00				38,000.00	
	Total Fund 681 - Wastewater Capacity Facility Fund - Expenditures	825,000.00	92,794.00		636,308.00	1,554,102.00	
	Net Fund 681 - Wastewater Capacity Facility Fund Balance	(787,000.00)	(92,794.00)		(636,308.00)	(1,516,102.00)	
Fund 682 - Wastewater Tertiary Fund							
Expenditures - Wastewater Tertiary Fund - Department - Wastewater - Tertiary Reserves							
682-8050-454.56-55	INTERFUND TRANSFERS / TRNSFR-IRRIGATION WTR FD	-			4,380,459.00	4,380,459.00	Previous Approved Continuing Appropriation
	Total Expenditures Fund 682 - Department 8050				4,380,459.00	4,380,459.00	
	Total Fund 682 - Wastewater Tertiary Fund - Revenue	362,500.00				362,500.00	
	Total Fund 682 - Wastewater Tertiary Fund - Expenditures	-			4,380,459.00	4,380,459.00	
	Net Fund 682 - Wastewater Tertiary Fund Balance	362,500.00			(4,380,459.00)	(4,017,959.00)	

Banning Utility Authority
 Continuing Appropriations for Council Approval
 FY 18 BUE RESO 2017-XX UA

Account	Description	Amended FY2018 Budget - Includes Council Approved Adj (Reso 2017-67 & 2017 13UA)	Encumbrance / PO Carry Overs	Proposed Continuing Appropriation Revenue	Proposed Continuing Appropriation Expenditure	Proposed Revised FY 2018 Budget	Continuing Appropriation Comments
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Fund 683 - BUA Wastewater Capital Project Fund
Expenditures - BUA Wastewater Capital Project Fund - Department - Wastewater

683-8000-454,90-78	CAPITAL EXPENDITURES / PLANNING/DESIGN-CAPITAL	1,500,000.00	228,408.00	-	241,739.00	1,970,147.00	Budget Amount to cover balance of FY2017 Purchase Order carried forward to FY2018 - and Capital expenditure related item
	Total Expenditures Fund 683 - Department 8000	1,500,000.00	228,408.00	-	241,739.00	1,970,147.00	
	Total Fund 683 - BUA Wastewater Capital Project Fund - Revenue	1,300.00	-	-	-	1,300.00	
	Total Fund 683 - BUA Wastewater Capital Project Fund - Expenditures	1,500,000.00	228,408.00	-	241,739.00	1,970,147.00	
	Net Fund 683 - BUA Wastewater Capital Project Fund Balance	(1,498,700.00)	(228,408.00)	-	(241,739.00)	(1,968,847.00)	

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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, Director of Public Works

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution No. 2017-19UA, Approving the Submittal of an Amended Water Order to the San Gorgonio Pass Water Agency Reducing the 2018 Imported Water Order from 1,000 Acre-Feet to 500 Acre-Feet

RECOMMENDED ACTION:

Discuss and consider adopting Resolution No. 2017-19UA, approving the submittal of an amended water order to the San Gorgonio Pass Water Agency (SGPWA) reducing the 2018 imported water order from 1,000 acre-feet to 500 acre-feet.

BACKGROUND:

The SGPWA is one (1) of twenty nine (29) state contractors responsible for the importation of water through the State Water Project into its service area. The SGPWA sells this imported water to local water retailers in an effort to reduce local groundwater overdraft. Currently, the SGPWA is selling water to the Yucaipa Valley Water District, the Beaumont Cherry Valley Water District (BCVWD) and the City of Banning (City).

Water purchased by the City is delivered to the BCVWD Noble Creek Recharge Facilities located on Beaumont Avenue between Cherry Valley Boulevard and Brookside Avenue and “banked” in the Beaumont Basin for extraction when needed. The City began purchasing imported water from the SGPWA in 2008 and has since purchased and stored a total of 12,910.20 acre-feet.

Through September, 2017 the City of Banning has 51,308.80 acre-feet of water stored in the Beaumont Basin. This amount is made up of water purchased from the SGPWA and temporary surplus water credited to the City of Banning as required by the Beaumont Basin Stipulated Judgement.

Since 2003, the City has extracted an average of 2,026 acre-feet per year out of the Beaumont Basin.

As a point of reference, the City's 2017 water demand was 7,035 acre-feet.

The City pays SGPWA \$317 per acre-foot of water and also pays BCVWD \$61.14 per acre-foot of water to use their recharge facility. The total cost per acre-foot is therefore \$378.14.

Annually, SGPWA requests that for those local water retailers that wish to have deliveries of imported water submit a Water Order. The City submitted a water order to the SGPWA for a delivery of 1,000 acre-feet in 2018. It should be noted that the fulfillment of water orders by the SGPWA is highly dependent on the availability of water and during dry years water orders may not be fulfilled.

JUSTIFICATION:

As part of the approved fiscal year budget the City allocated \$575,000 for the purchase of imported water from SGPWA. The Budget and Finance Committee has discussed the water purchase and recommends that City Council approve an amendment to the 2018 water order from 1,000 acre-feet to 500 acre-feet for the purpose of reducing operating expenditures.

FISCAL IMPACT:

The original water order of 1,000 acre-feet would cost the City \$378,140. An amended water order for the purchase 500 acre-feet (50 percent reduction) would provide a savings of \$189,070 to the Water Fund.

ALTERNATIVES:

1. Reject Resolution 2017-19UA and provided staff with alternative direction such as: revise the proposed water order reduction or to not amend the 2018 water order.

ATTACHMENTS:

1. Resolution 2017-19UA

Approved by:



Alejandro Diaz
Acting City Manager

ATTACHMENT 1

(Resolution No. 2017-19UA)

RESOLUTION 2017-19UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING THE SUBMITTAL OF AN AMENDED WATER ORDER TO THE SAN GORGONIO PASS WATER AGENCY REDUCING THE 2018 IMPORTED WATER ORDER FROM 1,000 ACRE-FEET TO 500 ACRE-FEET

WHEREAS, the San Gorgonio Pass Water Agency, a state water contractor, sells imported water to local water retailers in an effort to reduce local groundwater overdraft. Currently, the SGPWA is selling water to the Yucaipa Valley Water District, the Beaumont Cherry Valley Water District (BCVWD) and the City of Banning (City); and

WHEREAS, the City currently has 51,308.80 acre-feet of water stored and available to meet the City's water supply needs in the Beaumont Basin; and

WHEREAS, the City pays SGPWA \$317 per acre-foot of water and also pays BCVWD \$61.14 per acre-foot of water to use their Noble Creek recharge facility, the total cost per acre-foot is therefore \$378.14; and

WHEREAS, the City's 2018 Water Order includes a request for 1,000 acre-feet of water which equates to an expenditure of \$378,140; and

WHEREAS, the Budget and Finance Committee of the City recommends that the City Council approve the reduction of the 2018 Water Order from 1,000 acre-feet to 500 acre-feet, therefore reducing water operating expenses by \$189,070.

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

The Banning Utility Authority adopts Resolution No. 2017-19UA approving the submittal of an amended 2018 Water Order to the San Gorgonio Pass Water Agency reducing the 2018 Water Order from 1,000 acre-feet to 500 acre-feet.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary

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

Kevin G. Ennis, Esq., City Attorney
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 No. 2017-19UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Secretary
Banning Utility Authority



**CITY OF BANNING
CITY COUNCIL AND SUCCESSOR AGENCY REPORT**

TO: CITY COUNCIL
SUCCESSOR AGENCY BOARD

FROM: Alejandro Diaz, Interim City Manager/Executive Director

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: December 12, 2017

SUBJECT: Discuss and Consider Adopting Resolution No. 2017-03 SA,
Approving Termination of Regulatory Agreement for Marshall
Nickles and Marlene Tatum

RECOMMENDED ACTION:

That the City Council/Successor Agency Board consider: 1) Adopting Resolution No. 2017-03 SA, approving Termination of Regulatory Agreement, and 2) Cancellation of Promissory Note and Forgiveness of Loan.

BACKGROUND:

In 2008, the Banning Community Redevelopment Agency ("CRA") established and funded a Façade Improvement Program (CRA Resolution 2008-19). Projects were reviewed and approved in the downtown area, with the primary goal of alleviating blight by revitalizing the area through aesthetic appearance improvements of commercial structures.

On January 11, 2011, the CRA approved several projects, including a Façade Improvement Agreement with Marshall Nickles and Marlene Tatum ("Nickles and Tatum") for an existing commercial structure located at 74 W. Ramsey Street. The agreement provided for Nickles and Tatum to improve their façade as described in Attachment "B" to the Agreement (Attachment 2). The terms of the Agreement included a five (5) year forgivable loan, in the amount of one hundred forty eight thousand dollars (\$148,000) to construct and complete façade improvements and maintain commercial tenants during the period.

The City issued a 'Notice to Proceed' on January 9, 2012 with construction of improvements. Construction began in early March 2012 with a final building inspection occurring on July 10, 2012. To date, the project totaled \$135,359.46. Nickles and Tatum have complied with construction and occupancy requirements for the term of the agreement, as the Black Tiger Academy has occupied the facility from May 15, 2001 to date. The term effectively expired as of July 2017 and the ownership has recently requested the termination of the Regulatory Agreement and cancellation of the Promissory Note.

JUSTIFICATION:

Pursuant to Section 2.1 of the Façade Improvement Agreement between the former Community Redevelopment Agency (CRA) and Marshall Nickles and Marlene Tatum, the City agreed to loan and thereafter forgive up to \$148,000 (\$135,359.46 expended) for the aesthetic rehabilitation of their commercial property located at 74 W. Ramsey Street. The Participants have fully complied with the terms of the Agreement.

FISCAL IMPACT:

None.

OPTIONS:

1. Approve as recommended
2. Reject the Termination of the Regulatory Agreement and direct staff as appropriate. Nickles and Tatum have met all requirements of the agreement. By denying this request, the Participants could initiate legal recourse against the City.

ATTACHMENTS:

1. Resolution No. 2017
2. Façade Improvement Agreement and SA Report (June 21, 2011)
3. Notice to Proceed (January 9, 2012)
4. Termination of Regulatory Agreement

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution No. 2017-03 SA

RESOLUTION 2017-03 SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR AN AMOUNT OF \$75,000 THROUGH FISCAL YEAR 2017/2018 FOR SERVICES TO THE PUBLIC WORKS DEPARTMENT

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

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

WHEREAS, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, the HSC provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies; and

WHEREAS, HSC § 33220 authorizes a city to aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, the former Community Redevelopment Agency of the City of Banning entered into a Façade Improvement Agreement ("Agreement") with Marshall Nickles and Marlene Tatum ("Nickles and Tatum") executed on June 21, 2011; and

WHEREAS, the Agreement provided construction funds to renovate a debilitated commercial structure, in an amount not to exceed \$148,000.00; and

WHEREAS, the Agreement further required Nickles and Tatum, upon completion of construction, to retain ownership and maintain occupancy of the commercial building for a term of no less than five years; and

WHEREAS, Nickles and Tatum fulfilled their contractual obligations in July 2017 and recently requested termination of the agreement, with all loan balances forgiven according to the provisions of the Agreement.

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

SECTION 1. Resolution No. 2017-03 SA is approved authorizing the Termination of Regulatory Agreement; Cancellation of Promissory Note; and Forgiveness of Loan for Marshall Nickles and Marlene Tatum.

SECTION 2. The Successor Agency Board authorizes the Executive Director to execute such documents necessary to effectuate the intent of this Resolution, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of December, 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 2017-03 SA, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Façade Improvement Agreement and SA Report (June 21, 2011)

**COMMUNITY REDEVELOPMENT AGENCY MEETING
REPORT OF OFFICERS**

DATE: January 11, 2011
TO: Community Redevelopment Agency Board
FROM: Zai Abu Bakar, Community Development Director
SUBJECT: Recommendation to Fund Downtown Façade Improvement Projects

RECOMMENDATION:

That the Community Redevelopment Agency Board concur with the recommendation of the Executive Director to fund Downtown Façade Improvement Projects and approve CRA Resolution No. 2011-01.

JUSTIFICATION:

Following a recommendation by the Executive Director, the Agency Board has final approval authority for funding awards for Downtown Façade Improvement Projects.

BACKGROUND:

On December 10, 2008, the Agency Board approved updated policies and procedures for the Façade Improvement Program, which included an adjustment of the boundaries for the program. The boundaries for the program are Fourth Street to the West, Livingston Street to the South, Alessandro Road to the East and Williams to the North. In addition, an appropriation of \$2,500,000 was approved and funds were allocated for a number of redevelopment projects; included in the appropriation was funding for the Façade Improvement Program.

On July 14, 2009, the Agency Board approved the funding of four façade projects in the table below. The amount approved was \$470,000. Of the four, Quang Luu had withdrawn from the project list and the remaining three have been completed.

Project Address	Property Owner	Amount Approved	Actual Cost
111 N. San Gorgonio	Arts District Holdings LLC	\$75,000	\$25,155
141 N. San Gorgonio	Martha Hunt	\$80,000	\$69,400
240 W. Ramsey St.	Harold Hill	\$225,000	\$205,524
55 W. Ramsey St.	Quang Luu	\$90,000	Withdrew
	Total Amount	\$470,000	\$300,079

On September 16, 2010, the Façade Review Committee met to evaluate additional projects not yet approved to consider them for the next round Façade Improvement Program. Recommendations/comments were forwarded back to the applicant for review.

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DISCUSSION:

The scope of work of the selected projects varies from project to project, ranging from paint, redecoration and light refurbishment to significant alteration and improvement of the building facades with new architectural elevations, details, roof lines, weather protection entrances, windows, parking lot, and landscape.

The recommendation includes a mix of projects of varying scope so as to complete smaller projects more quickly, improve strategically located properties, and to undertake large scale, transformation of other key properties.

The total estimated cost for the seven recommended projects is, not to exceed, \$1,151,000. This amount is subject to change/reduction following the development of final construction drawings and complete bidding.

Of the previously approved projects, two of the completed projects came under budget. The savings was \$30,076; it is recommended the funds be reallocated toward the new projects.

In addition, the owners of the property located at 111 N. San Gorgonio Avenue, which completed the project under budget, have purchased the property next door located at 127 N. San Gorgonio Avenue. It is recommended to transfer the remaining approved funds from the 111 N. San Gorgonio Avenue account to the 127 N. San Gorgonio Avenue façade project. The total amount to be transferred is \$49,845.

Recommended Projects:

Project Address	Property Owner	Amount Recommended
✓ 225 W. Ramsey Street	Fred Lawson	\$230,000.00
✓ 74 W. Ramsey Street	Marshall Nickels	\$148,000.00
65 W. Ramsey Street	Robert Rochelle	\$200,000.00
41 W. Ramsey Street	Thomas Mehas	\$204,000.00
65 S. 2nd Street	Moon Yoo	\$35,000.00
57 S. 2nd Street	Moon Yoo	\$140,000.00
✓ 171 N. San Gorgonio Ave.	Williams Willens	\$194,000.00
✓ 127 N. San Gorgonio Ave.	Arts District Holding LLC	\$49,845.00
	Total Amount	\$1,200,845.00

FISCAL DATA:

Funding for this program was authorized by CRA Resolution 2008-19. It's funded through the \$2.5 million CRA 2007 Bond Proceeds Allocated for the Façade Program. Of the \$2.5 million approved for various projects, approximately \$481,728 is available and uncommitted; it is recommended to use these funds for the façade program. In addition, \$700,000.00 was set aside for new façade projects. It will also include reallocating the

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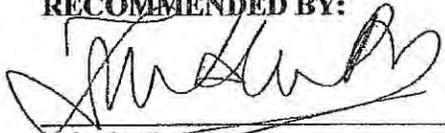
\$30,076 savings from the previously completed projects to the new projects and to transfer \$49,845 from 111 N. San Gorgonio Avenue to the new project at 127 N. San Gorgonio Avenue. Approval of this report will authorize the individual expenditures associated with each project. The total estimated cost for the eight recommend projects is \$1,200,845.00.

Approval of the façade projects is consistent with the 2010-2014 Five Year Implementation Plan, which states the Agency provide financing pursuant to a commercial facade improvement program to eligible commercial property owners to beautify and improve their building facades.

CONCLUSION:

That the Community Redevelopment Agency Board concur with the recommendation of the Executive Director to fund Downtown Façade Improvement Projects.

RECOMMENDED BY:


Zai Abu Bakar
Community Development Director

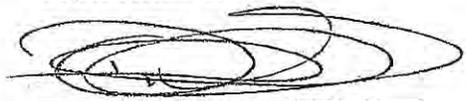
APPROVED BY:


Andrew J. Takata
Executive Director

REVIEWED BY:


June Overholt
Administrative Services Director

PREPARED BY:


Dirk Voss
Redevelopment Project Coordinator

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Minutes

Motion Botts/Machisic that Consent Items 1 through 3 be approved. Chairman Robinson asked if there were any public comments. There were none. Motion carried, all in favor.

REPORTS OF OFFICERS

1. Recommendation to Fund Downtown Façade Improvement Projects
Staff Report – Zai Abu Bakar, Community Development Director and
Dirk Voss, Redevelopment Project Coordinator)

Community Development Director stated that this program is one of the programs that the Agency has in addition to First Time Homebuyers Program, the Exterior Rehab Program and also public improvements for example what Public Works is doing in the downtown redevelopment area which is installation of the water lines. The Façade Program has been in place for about six years and the funds to fund this project came from 2003 Tax Allocation Bond and also the 2007 Tax Allocation Bond. A number of projects have been completed and staff is asking the Agency Board to fund the remaining projects that were recommended in the previous phase and the funding is coming from the 2007 Tax Allocation Bond. These projects before the Board this evening it would complete the entire downtown based on staff's opinion. This will compliment what you have done in the downtown area. She turned the meeting over to Dirk Voss who managed this project.

Dirk Voss addressed the Agency Board giving a power-point presentation of where we are at today and what the recommendation is going to be (see Exhibit "A"). Mr. Voss said that staff believes with the exception of a few properties this really fulfills the vision that the Agency Board wanted. He said it is their goal, if the Agency Board approves these, to pursue them very rigorously and have them completed before the courthouse is here so when people are driving through they will see completed projects and lease signs and full buildings and say what a great downtown. He said that all these properties were on a tentative approved kind of a list that was reviewed back in 2009 when the initial group was so it wasn't like we went out and forgot those folks. We actually wanted to complete that game plan and vision that was there. It is also consistent with the Five Year Implementation Plan which was recently approved by the Agency Board.

There was Agency Board and staff discussion in regards to these buildings as to the renovations, prevailing wage, conduit concerns at 225 W. Ramsey, use of government dollars, parking lot improvements included in contracts, criteria for accepting facades, facades on vacant buildings, and consideration of other criteria for facades.

Boardmember Machisic said as he looks at these amounts we used to have a maximum of \$100,000.00 and there was some suggestion that this sounded like a lot of money and someone said if we put in on a formula the chances are we won't spend \$100,000.00. As he looks at this list it looks like the average is \$164,000.00. So with the formula we have increased the cost approximately \$64,000 per unit.

Mr. Voss said remember the cap was removed in December of 2008. Also in this specific group of recommendations you have a couple of very large projects that are multiple buildings which if you broke them down individually would be far less.

Boardmember Machisic said he has no problem with businesses that have multiple addresses and also we agreed to do two sides if they were a corner building so that drives the cost up. If he eliminates all of those, is he within \$100,000.00. Mr. Voss said if you separated those individually you are going to find each one of those is quite a bit less than \$100,000.00.

Boardmember Hanna said in regards to the building on 65 W. Ramsey where the mural of Pat Siva is located would this be part of the façade. Mr. Voss said there was some discussion on that with Mr. Rochelle and he wanted to talk to the Mural Committee about it and wanted to see how it could be incorporated into the project. Mr. Voss said he will make note of it.

Boardmember Hanna said in regards to the two buildings on Second Street she said it looks very 50's or 60's to her and will you keep that look and not change it. Mr. Voss said that they would like to and also made note of this.

Boardmember Franklin said when she looks at the total amount that we are talking about here the amount of money is less than the amount that is totally being asked for when she added the figures. Also, once this money is used how much money is left in the bonds and for the facades?

Mr. Voss said he didn't have an answer for the bonds. For the facades he believes that they had approximately \$30,000 to \$35,000 remaining. If there is any funding that is saved, then it is at your pleasure if you want to spend the remaining funds or try to get some others or have further discussion.

Boardmember Franklin said that she brought this up before and she is taking it from the discussion that there is no interest in switching any of these to loans as opposed to grants because once this money is gone it is gone.

Mr. Voss said yes and no. It is if they stay in the property for five years they would not owe any money and if they sell the property anytime before five years then they would owe some money.

Boardmember Franklin asked if we have gotten any money back. Mr. Voss said not from any of the facades that he has participated in.

Boardmember Botts said it is fair to say that this is money that we have set a side for facades; separate budgeted item unrelated to money for east Hargrave or east Ramsey. Mr. Voss said yes. Boardmember Botts said he doesn't know that we need all those numbers but there is bond money in other pots but he recalls that for four years, every year or twice a year sometimes, we visited that matrix to say do we want to shift dollars and at this point what we are allocating tonight is out of the façade portion that we have had for a number of years. Mr. Voss said that is correct.

Boardmember Franklin said when she asks questions about asking about money she thinks that she has a right to ask those questions. Also, she thinks the public needs to know in regards to talking about bonds where we are because this is a limited amount of money and she really doesn't appreciate comments being made whether or not we should ask those questions. Everybody has a right to ask questions.

Chairman Robinson opened the item for public comments.

The following people spoke in favor or against or had some questions or concerns or general comments in regards to this item (*any written comments handed to the Agency Secretary will be attached as an exhibit to the minutes*):

Don Smith
Fred Sakurai
Dr. Ernest Siva

Motion Botts/Machisic that the Agency Board concur with the recommendations of the Executive Director to fund Downtown Façade Improvement Projects and approve CRA Resolution No. 2011-01. Motion carried, all in favor.

EXECUTIVE DIRECTOR'S REPORT

None at this time.

ITEMS FOR FUTURE AGENDAS

New Items- None

Pending Items --

1. Housing Element to the General Plan
2. Reevaluate First Time Homebuyer and Exterior Rehabilitation Grant

ADJOURNMENT

By common consent the meeting adjourned at 8:16 p.m.

Marie A. Calderon, Secretary

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

CRA RESOLUTION NO. 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO APPROPRIATE FUNDS FOR THE FAÇADE IMPROVEMENT PROGRAM

WHEREAS, poorly maintained or outdated commercial building facades and frontages can detract from the appearance of local businesses and hinder the ability to attract customers and tenants and future investors; and

WHEREAS, many downtown commercial property owners require financial assistance to improve and modernize their property; and

WHEREAS, the Community Redevelopment Agency (CRA) Board desires to assist in revitalizing commercial building facades and frontages within the Banning Redevelopment Project Area; and

WHEREAS, the CRA Board created a Façade Improvement Program to provide financial incentives to commercial property owners to rehabilitate commercial buildings in the approved program areas; and

WHEREAS, at this time the CRA Board desires to improve and enhance the program by expanding the number of projects participating in the program by providing assistance to owners with façade and frontage improvements within the approved program area.

NOW, THEREFORE, the Community Redevelopment Agency of the City of Banning does hereby resolve, determine and order as follows:

Section 1.

That the CRA Board hereby approves continuing the Façade Improvement program and allocating funds for the listed projects.

Section 2.

That the Agency remain consistent with the 2010-2014 Five Year Implementation Plan, which states the Agency provide financing pursuant to a commercial facade improvement program to eligible commercial property owners to beautify and improve their building facades.

Section 3.

That \$30,076 in remaining funds from previously completed projects be reallocated toward the new projects and that \$49,845 be transferred from 111 N. San Geronio Avenue to 127 N. San Geronio Avenue.

Section 4.

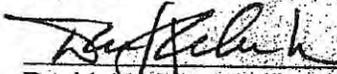
That an appropriation of \$1,200,845.00 from the 2007 Bond Proceeds is approved for funding of the program and to be allocated to account number 855-9500-490-90-70.

PASSED, APPROVED AND ADOPTED this 11th day of January, 2011.



Don Robinson, Chairman
Community Redevelopment Agency

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



David Aleshire, Agency Counsel
Aleshire & Wynder, LLP

ATTEST:



Marie A. Calderon, Secretary

CERTIFICATION

I, Marie A. Calderon, Secretary of the Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing CRA Resolution No. 2011-01 was duly adopted by the Community Redevelopment Agency of the City of Banning, California, at a regular meeting thereof held on the 11th day of January 2011, by the following vote, to wit:

AYES: Boardmembers Botts, Franklin, Hanna, Machisic, Chairman Robinson

NOES: None

ABSTAIN: None

ABSENT: None



Marie A. Calderon, Secretary
Community Redevelopment Agency
City of Banning, California

FAÇADE IMPROVEMENT AGREEMENT

74 W. Ramsey Street, Banning, CA

by and between

the

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

and

Marshall Nickles & Marlene Tatum

Dated June 21, 2011

FACADE IMPROVEMENT AGREEMENT

74 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 Marshall Nickles & Marlene Tatum, (“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 74 W. Ramsey Street, in the City of Banning, County of Riverside, California, commonly known as Assessor’s Parcel Number 540-204-011 (“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 11, 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.** Marshall Nickles and Marlene Tatum 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.** Zai Abu Bakar, Community Development Director 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 \$148,000 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 \$14,800 (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 \$148,000 (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 18th day of April, 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: June 21, 2011
(effective date)

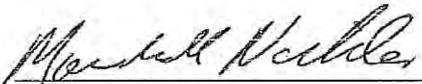
ATTESTATION

By: 
Marie Calderon
Agency Secretary

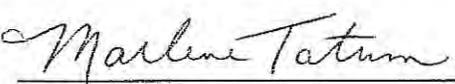
APPROVED AS TO FORM

By: 
David J. Aleshire
Agency Counsel

OWNER:

By: 
Marshall Nickles
Owner

OWNER:

By: 
Marlene Tatum
Owner

Dated: 6/29/11

Attachment "A"
LEGAL DESCRIPTION

Assessor's Parcel Number: 540-204-011

.15 ACRES NET IN PAR 1 PM 103/097 PM 18291.

Parcel 1 of Parcel Map 18291, in the City of Banning, County of Riverside, State of California, as per map recorded in Book 103, Page 97 of Parcel Maps, in the office of the County Recorder of said County.

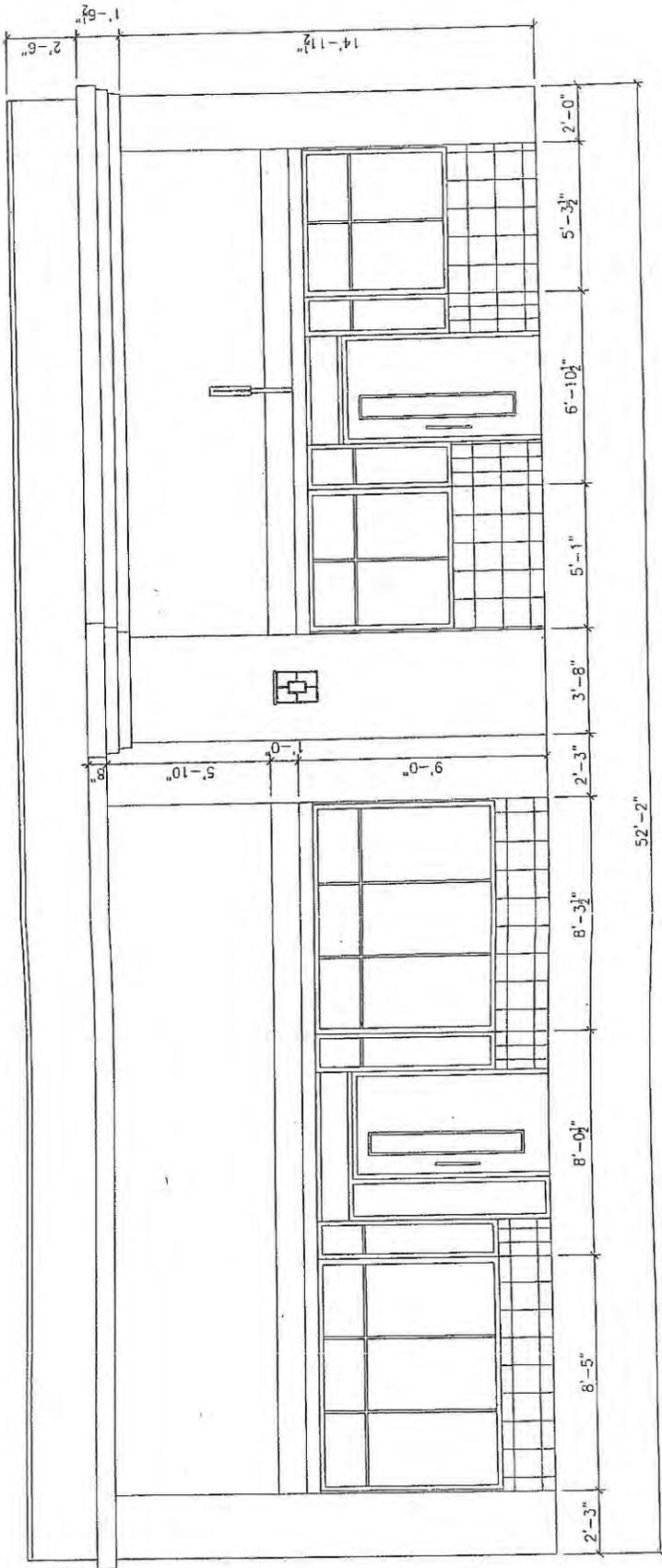
Attachment "B"
FAÇADE IMPROVEMENTS

The façade improvements to the building located at 74 W. Ramsey Street, Banning, California, will include the following scope of work:

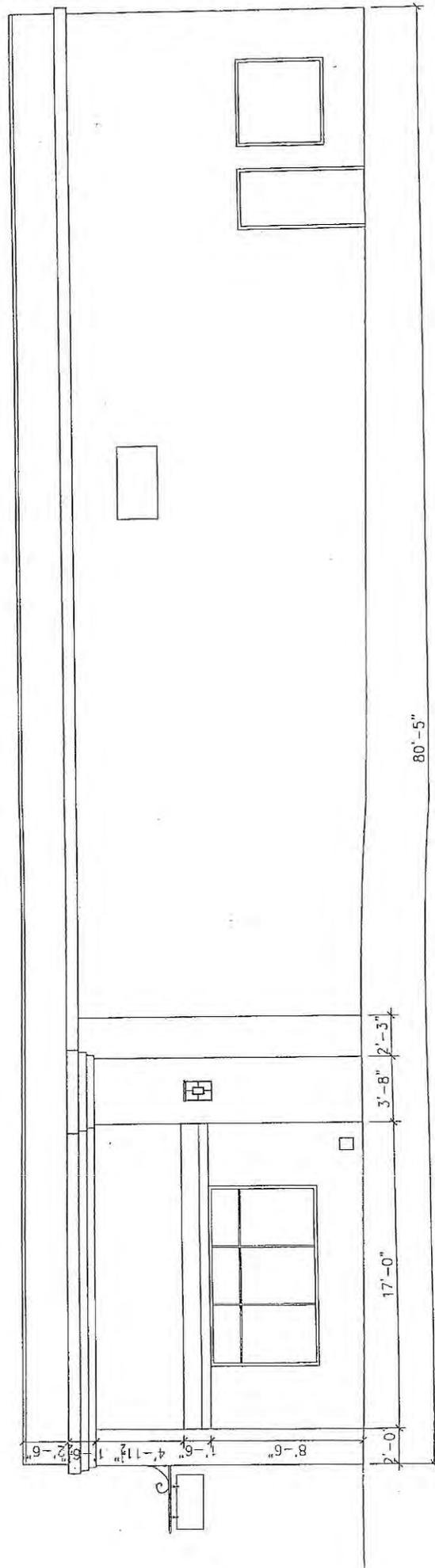
- Preparation of architectural plans for construction drawings to be submitted to the City of Banning Building Division for plan check for building and electrical permits.
- Project Management and Supervision from start to completion of the project
- Demolition of existing structure that includes removal of _____, _____, and _____.
- Repair of metal window grid repair, rough carpentry, weather proof caulking and installation of sheet metal wall flashings.
- Install new store front doors
- Fixed existing windows
- Replace an existing man door
- Stucco and brown coating for the facade
- Patch interior drywall
- Install exterior dry wall
- Painting the building exterior
- Install tenant signage
- Install exterior building lighting

The foregoing amount constitutes the Project Budget and is the full amount of Assistance available for the Project. Americans with Disability Act (ADA) requirements must be addressed as part of receiving the loan. The above items and the ADA 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.

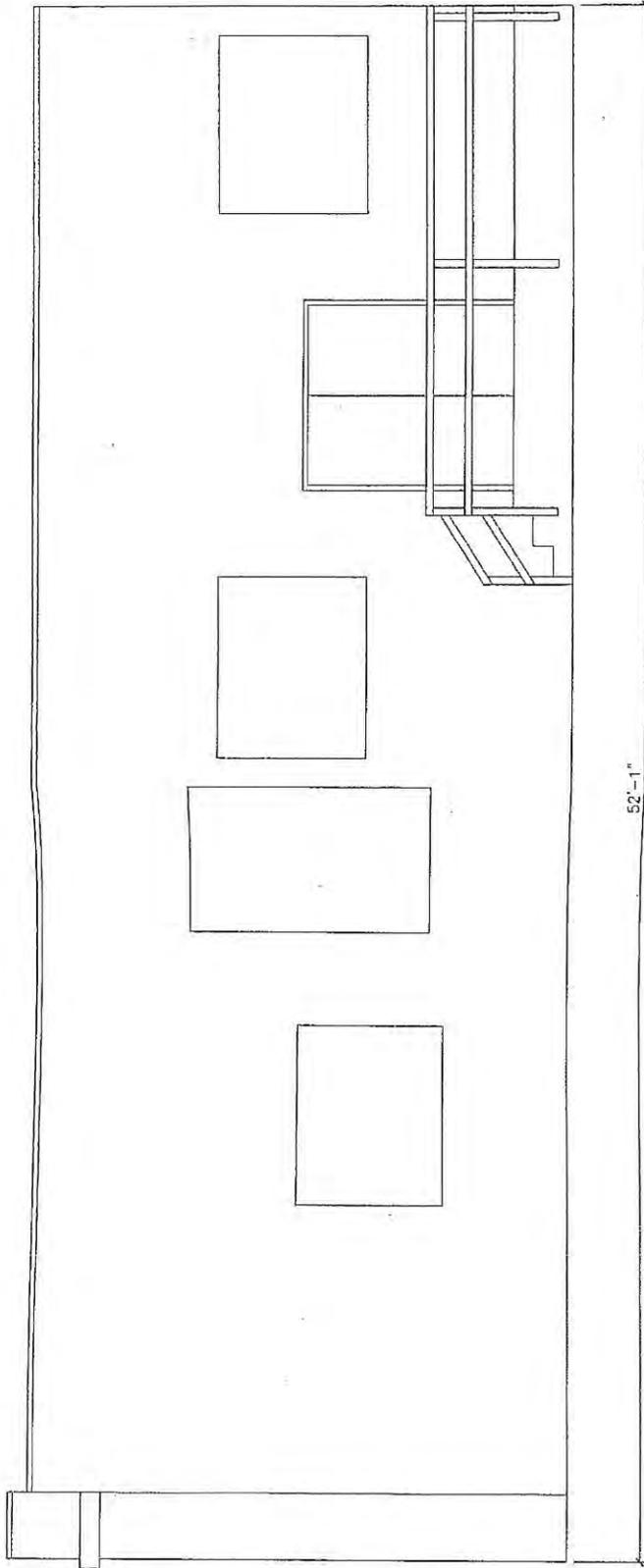
It is the Owner's responsibility to keep all costs within the Project Budget. In the event of any change orders or adjustments that increase the cost of the Project, Owner shall be solely responsible for paying such costs, whether the changes arise from known or unknown conditions; changes in the costs 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.



1/4" SCALE



3/16" SCALE



52'-1"

1/4" SCALE

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: Marshall Nickles
Marshall Nickles
Owner

By: Marlene Tatum
Marlene Tatum
Owner

Attachment "D"

Project Budget

The façade improvements to the building located at 74 W. Ramsey Street, Banning, California, will include the following:

Improvements	Cost
1. Liability & Builders Risk	\$4,296
2. Business License	\$250
3. Building Permits	\$300
4. Electrical Permits	\$250
5. Architect Plans	\$12,000
6. General Conditions	\$25,000
7. Demolition	\$9,000
8. Site Concrete	\$1,500
9. Misc. Metals	\$1,750
10. Rough Carpentry/Misc. Improvements	\$3,500
11. Caulking	\$450
12. Exterior Sheet Metal Flashings	\$4,500
13. Storefront Systems & Windows	\$20,984
14. Doors, Frames & Hardware	\$1,500
15. Stucco	\$15,000
16. Interior Drywall Patch & Paint	\$1,500
17. Exterior Tile	\$9,000
18. Exterior Painting	\$4,500
19. Signage	\$1,000
20. Electrical	\$2,000
21. Contingency – 10%	\$14,785
22. Builders Fee	\$14,785
TOTAL	\$147,850

Attachment "E"

Promissory Note

PROMISSORY NOTE SECURED BY DEED OF TRUST

Borrower: Marshall Nickles & Marlene Tatum 932 W. Riviera Drive Santa Ana, California 92706		Lender: Banning Community Redevelopment Agency 99 East Ramsey Street Banning, California 92220	
\$148,000	May 23, 2011	Banning, California	

1. For value received, Marshall Nickles & Marlene Tatum (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 \$148,000 (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 June 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: Marshall Nickles
Marshall Nickles

Marlene Tatum
Marlene Tatum

Date: 6/30/11

Date: + 6/29/11

Attachment "F"

Deed of Trust

DEED OF TRUST

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

Banning Redevelopment Agency
Attn: Executive Director
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 June 21, 2011, between Marshall Nickles & Marlene Tatum, herein called TRUSTOR, whose mailing address is 932 W. Riviera Drive, Santa Ana, California 92706, 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 \$148,000 (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 May 10, 2011 (hereinafter referred to as the "Agreement"), and that Regulatory Agreement executed by Trustor and dated May 10, 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 May 10, 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
- (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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)
Orange

On June 27, 2011, before me, Claudia Arias, a Notary Public, personally appeared Marshall David Nickles, 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.



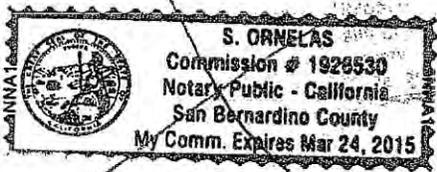
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)
San Bernardino

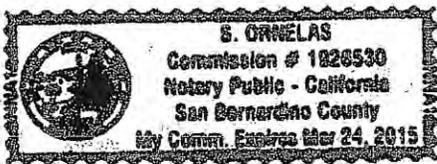
On June 29, 2011, before me, Sandra Ornelas, a Notary Public, personally appeared Marlene Tatum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 [Handwritten Signature] (Seal)



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: Marshall Nickles
Marshall Nickles

By: Marlene Tatum
Marlene Tatum

[requires notary's acknowledgement]

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)

DOC # 2011-0342647

08/04/2011 03:59P Fee:NC

Page 1 of 13

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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SPACE ABOVE THIS LINE FOR RECORDING USE

REGULATORY AGREEMENT

Between

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING

And

MARSHALL NICKLES/MARLENE TATUM

This Regulatory Agreement ("Regulatory Agreement"), executed on or about May 23, 2011, is made and entered into by and between Marshall Nickles & Marlene Tatum ("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 May 23, 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 540-204-011, generally located at 74 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. Commercial Retail. The ground floor of the Site shall be used for commercial 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-retail uses shall be permitted as a tenant on the Site. The foregoing shall not be deemed to disallow commercial tenants from including within their leased space an office that is sized to serve the needs of the commercial business conducted therein.
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.

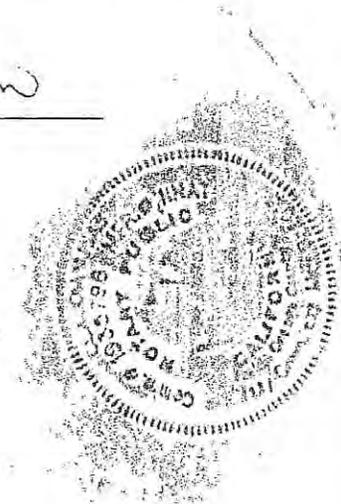
IN WITNESS WHEREOF, the Owner has caused this instrument to be executed by themselves or by their respective officers duly authorized this ____ day of May, 2011. The Owner hereby approves each of the Covenants set forth in this Regulatory Agreement.

"Owner"

By: Marshall Nickles
Marshall Nickles

By: Marlene Tatum
Marlene Tatum

[All "Owner" signatures must be notarized]



"Agency"

**BANNING REDEVELOPMENT
AGENCY,
a public corporation**

By: Andrew J. Takata
Andrew J. Takata, Executive Director

APPROVED AS TO FORM:

By: David J. Aleshire
David J. Aleshire
Agency Counsel

EXHIBIT A

Description of Property

Assessor's Parcel Number: 540-204-011

.15 ACRES NET IN PAR 1 PM 103/097 PM 18291.

Parcel 1 of Parcel Map 18291, in the City of Banning, County of Riverside, State of California, as per map recorded in Book 103, Page 97 of Parcel Maps, in the office of the County Recorder of said County.

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)
Orange

On June 27, 2011, before me, Claudia Arias, a Notary Public, personally appeared Marshall David Nickles, 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.

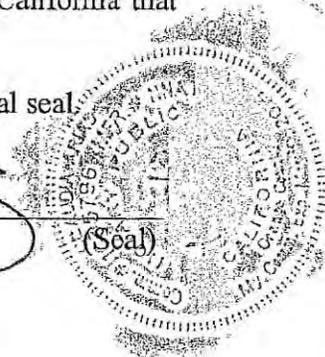
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature

[Handwritten Signature]

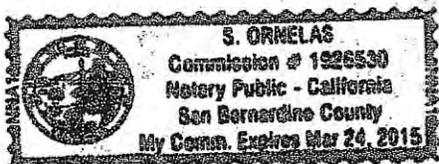


STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)
San Bernardino

On June 29, 2011, before me, Sandra Ornelas, a Notary Public, personally appeared Marlene Tatum, 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

[Handwritten Signature]

(Seal)

RELEASE AND INDEMNITY AGREEMENT BY TENANT AND OWNER

This Release and Indemnity Agreement by Tenant and Owner (“Agreement”) is hereby entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, a public body, corporate and politic (“Agency”), Marshall Nickles and Marlene Tatum (“Owner”), and Angel A. Velazquez and Melissa Horman (“Tenant”), as follows:

RECITALS

WHEREAS, 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;

WHEREAS, Marshall Nickles and Marlene Tatum (“Owner”) is the owner of that certain real property, including all buildings and structures situated thereon, located at 74. W. Ramsey Street, in the City of Banning, County of Riverside, California, commonly known as Assessor’s Parcel Number 540-204-011 (“Site”), as more particularly described in the “Legal Description of Site” attached hereto and incorporated herein by reference as Attachment “A.” Angel A. Velazquez and Melissa Horman posse a leasehold interest in that portion of the Site designated as the “Premises” in that certain lease dated February 5, 2002 (the “Lease”).

WHEREAS, Owner and Agency have entered into that certain Façade Improvement Agreement dated June 21, 2011, (the “Façade Improvement Agreement”) providing for the Owner’s carrying out of the “Project,” which is the construction, installation, and maintenance of façade improvements (the “Façade Improvements”) to the Site, which Façade Improvements are more particularly described in the “Description of Façade Improvements,” attached hereto and incorporated herein by reference as Attachment “B”;

WHEREAS, Tenant desires, and stands to benefit from, the performance of the terms and conditions of said Façade Improvement Agreement, including the construction, installation, and maintenance of said Façade Improvements;

WHEREAS, the construction of the Façade Improvements will occur over the following period: 90 days from execution date and although the Project will cause some inconvenience to Tenant, access will be maintained by Owner to Tenant’s Premises, except for such times as may be agreed by the parties. Tenant will not be displaced or relocated by the Project;

WHEREAS, prior to the disbursement of funds for the Façade Improvement project, Tenant and Owner are required to be in agreement as to the hours and days of

construction, work schedule and scheduled completion date; steps taken to assure access to the business during hours of operation, the construction phases of the project and requirements for each phase; and the ongoing maintenance and clean-up of the site until the project is completed. In the case of a disagreement or dispute between tenant and landlord regarding these matters after the agreement has been signed, disbursement of funds for the project may be discontinued until there is resolution and both parties agree. By entering into this agreement, both parties are in agreement on these items and to these terms; and

WHEREAS, Tenant and Agency desire to enter into this Agreement to set forth the terms and conditions of: Tenant's release of all claims related to the performance of the terms and conditions of the Façade Improvement Agreement, including all claims related to the construction, installation, and maintenance of the Façade Improvements; and Tenant's indemnification of Agency and the City of Banning ("City") for all claims related to the performance of the terms and conditions of the Façade Improvement Agreement, including all claims related to the construction, installation, and maintenance of the Façade Improvements.

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:

1. **Tenant's Representations.**

(a) Tenant has had the opportunity to review Façade Improvement plans and drawings and have them reviewed by Tenant's consultants;

(b) Tenant has had the opportunity to discuss with Owner and Owner's contractor(s) how the Project will be carried out; the Project schedule; how access will be provided to the Premises; visibility and signage issues; construction hours, noise, dust, and other impacts; and the opportunity to consult with design, contractor, and legal advisors concerning the Project;

(c) Tenant understands that Agency is solely providing financial assistance to Owner to carry out the Project. Agency has no interest in the Site, has no contract with Owner's contractor(s), and is not undertaking or directing the performance, phasing, or scheduling of the work. Any issues arising from the manner in which the Project is carried out must be directed to the Owner for satisfaction.

2. **Tenant's Release.** Tenant 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 Tenant may have, or that may hereafter accrue to Tenant, including but not limited to:

(a) Any claims arising from, or which are in any way related to, any adverse effect the Façade Improvements may have on the Site, including the building to which

they are affixed, disruption of business, loss of goodwill, displacement or relocation, or other monetary damages arising from, or in any way related to, interference with the business of Tenant;

(b) Any claims concerning the validity of the Agency's loaning of financial assistance, execution of this Agreement, execution of the Façade Improvement 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

(c) Any claims disputing the rights and privileges granted by Agency in this Agreement or in the Façade Improvement Agreement.

3. **Tenant's Waiver of Civil Code Section 1542.** Tenant 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."

Tenant 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 2. Tenant understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

4. **Tenant's Indemnification of Agency and City.** Tenant acknowledges the provisions of this Agreement, and Tenant 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 invitee to Tenant's premises, whether such invitee is a person, firm, or entity, 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:

(a) Tenant 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) Tenant will promptly pay any judgment rendered against the Agency or the City, their officers, agents or employees for any such claims or liabilities asserted by

any invitee to the Tenant's Premises; and Tenant agrees to save and hold the Agency, the City, their officers, agents, and employees harmless there from;

(c) 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 Tenant for such damages or other claims asserted by any of Tenant's invitees, Tenant 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.

5. **Owner's Indemnification of Agency and City.** Owner acknowledges the provisions of this Agreement and 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's contractors, subcontractors, their agents, employees, subcontractors, or invitees, provided for in the Façade Improvement Agreement, or arising from Owner's, contractors', or subcontractors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement or the Façade Improvement Agreement, or arising from any and all claims or liabilities that may be asserted or claimed by Tenant or by invitees to Tenant's Premises, 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:

- (a) 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;
- (b) 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 Tenant, Owner, contractors, or subcontractors hereunder; and Owner agrees to save and hold the Agency, the City, their officers, agents, and employees harmless there from;
- (c) 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 Tenant, Owner, contractors, 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 Tenant, Owner, contractors, or subcontractors under this Agreement or under the Façade Improvement Agreement, 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.

6. **Additional Insureds.** Tenant and its successors-in-interest shall add Agency and City as additional insureds on its general liability insurance policy for any claims that could be brought for any activity related to the construction of the Façade Improvements or the performance of the terms and conditions of this Agreement or the Façade Improvement Agreement.

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

8. **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.

9. **Attorneys' Fees.** In the event of the bringing of an action, arbitration or suit by a party hereto against another party hereunder by reason of a breach of any of the covenants, conditions, agreements or provisions by the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party or parties reasonable attorneys' fees and all costs and expenses of such action, arbitration or suit, including, without limitation, expert witness fees.

10. **Authorization.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) such person is 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.

11. **Effective Date.** The effective date of this Agreement shall be the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2011.

AGENCY:

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BANNING

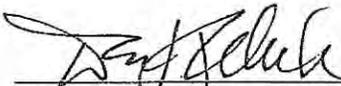
By: _____
Andrew J. Takata
Executive Director

Dated: June 21, 2011
(the Effective Date)

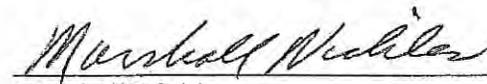
ATTESTATION

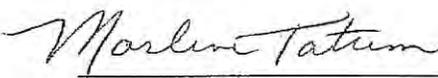
By: _____
Marie Calderon
Agency Secretary

APPROVED AS TO FORM

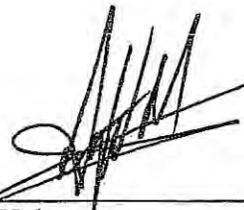
By: 
David J. Aleshire
Agency Counsel

OWNER:

By: 
Marshall Nickles
Date: 6/30/11


Marlene Tatum
Date: 6/29/11

TENANT:

By: 
Angel A. Velazquez
Dated: 06 30 11


Melana Horman
Date: 6-30-11

Attachment "A"
LEGAL DESCRIPTION

Assessor's Parcel Number: 540-204-011

.15 ACRES NET IN PAR 1 PM 103/097 PM 18291.

Parcel 1 of Parcel Map 18291, in the City of Banning, County of Riverside, State of California, as per map recorded in Book 103, Page 97 of Parcel Maps, in the office of the County Recorder of said County.

Attachment "B"
DESCRIPTION OF FAÇADE IMPROVEMENTS

The Scope of Work for the building located at 74 W. Ramsey Avenue, Banning, California, will include the following:

- Preparation of architectural plans for construction drawings to be submitted to the City of Banning Building Division for plan check for building and electrical permits.
- Project Management and Supervision from start to completion of the project
- Demolition of existing structure that includes removal of stone veneer, glass doors and windows.
- Repair of metal window grid repair, rough carpentry, weather proof caulking and installation of sheet metal wall flashings.
- Install new store front doors
- Fixed existing windows
- Replace an existing man door south side of building
- Stucco and brown coating for the facade
- Patch and paint interior drywall
- Painting the building exterior
- Install tenant signage
- Install exterior building lighting

ATTACHMENT 3

Notice to Proceed (January 9, 2012)



City of Banning

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

COMMUNITY REDEVELOPMENT AGENCY

January 9, 2012

Marshall Nickles and Marlene Tatum
P.O. Box 6067
Santa Ana, CA 92706

Subject: Façade Agreement and Authorization to Proceed

Dear Mr. Nickles and Ms. Tatum:

The purpose of this letter to give you an authorization to proceed on your façade improvement project. Please reference your Vendor No. 6415 and Purchase Order No. 025081 (attached) on all your correspondence and invoices. All of the requests for reimbursement must be in accordance with Section 1.6 and Subsections 1.6.1 through 1.6.7 of the Agreement. The request must be submitted to my attention as I am the Project Manager assigned for your project. Attached is a copy of the signed agreement for your reference.

Please call me at (951) 922-3107 if you have any questions.

Sincerely,

Bill Manis
Economic Development/Redevelopment Director

Attachments:

1. Copy of the Purchase Order Information
2. A copy of the signed Façade Agreement

CITY OF BANNING
Purchase Order

PAGE: 1
 P.O. NO.: 025081
 DATE: 12/28/11

Invoice To: City of Banning - Finance Department
 P.O. Box 998, Banning, CA 92220
 (951) 922-3113 • Fax (951) 922-3165

TO: MARSHALL D NICKLES AND
 MARLENE TATUM
 PO BOX 6067
 SANTA ANA, CA 92706

SHIP TO: CITY OF BANNING
 99 E RAMSEY ST
 PO BOX 998
 BANNING, CA 92220

VENDOR NO. 6415		<i>All purchases are subject to the terms and conditions on the reverse side of this form.</i>						
DELIVER BY 03/20/12		SHIP VIA		F.O.B.		TERMS NET		
CONFIRM BY MARSHALL NICKLES			CONFIRM TO PAMELA D' SPAIN			REQUISITIONED BY GLS		
FREIGHT		CONTRACT NO.	ACCOUNT NO. 85595004909070		PROJECT	REQ. NO. 23285	REQ. DATE 07/20/11	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

1	148000.00	EA	FACADE AGREEMENT - 74 W. RAMSEY PER THE AGREEMENT DATED JUNE 21, 2011			1.0000	148000.00
						SUB-TOTAL	148000.00
						TOTAL	148000.00

AUTHORIZED BY *Michelle Green*
 PURCHASING OFFICER

ATTACHMENT 4

Termination of Regulatory Agreement

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:

Marshall Nickles & Marlene Tatum
932 W. Riviera Drive
Santa Ana, CA 92706

With a copy to:

City of Banning
99 East Ramsay Street
Banning, CA 92220
Attn: City Clerk

APN: 540-204-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF REGULATORY AGREEMENT

THIS TERMINATION OF REGULATORY AGREEMENT ("Termination") is dated as of _____, 2017, and is executed by the CITY OF BANNING IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF BANNING ("City") and MARSHALL NICKLES and MARLENE TATUM (collectively, "Owner").

RECITALS

A. The Community Redevelopment Agency of the City of Banning ("Agency") and Owner entered into a Regulatory Agreement for 74 West Ramsay Street, Banning, CA dated May 23, 2011 which was recorded in the Official Records of Riverside County on August 11, 2011 as Document No. 2011-0342647 (the "Regulatory Agreement").

B. The Agency has been dissolved by operation of law, and the City has succeeded to the assets of the Agency, including the Regulatory Agreement.

C. The Regulatory Agreement has expired, and Owner desires to terminate it of record.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, City and Owner hereby terminate the Regulatory Agreement as of the date on which this Termination is recorded in the Official Records of Riverside County, California.

CITY:

OWNER:

CITY OF BANNING IN ITS CAPACITY AS
SUCCESSOR AGENCY TO THE DISSOLVED
REDEVELOPMENT AGENCY OF THE CITY
OF BANNING

Marshall Nickles

By: _____
Print Name: _____
Title: _____

Marlene Tatum

ATTEST:

_____, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Philip Southard, Public Information Officer

MEETING DATE: December 12, 2017

SUBJECT: Public, Educational, and Governmental (“PEG”) Programming Access Support Fee Reauthorization Ordinances

RECOMMENDED ACTION:

That the City Council:

1. Adopt the urgency ordinance 1517 entitled “An Urgency Ordinance of the City of Banning Reauthorizing the City’s Public, Educational, and Governmental Access Support Fee” by four-fifths vote by title only; and
2. Adopt the ordinance 1519 entitled “An Ordinance of the City of Banning Reauthorizing and Readopting the City’s Public, Educational, and Governmental Access Support Fee” by title only..

GOAL STATEMENT:

This item supports the City Council’s “Strategic Communications” goal to maximize the use of the City’s Government Access Channel.

BACKGROUND:

In accordance with state law, the City imposes a 1% Public, Educational and Governmental (“PEG”) access fee on all state franchised video service providers operating within the City to support PEG programming facilities. Unless this ordinance is reauthorized, the 1% PEG access fee will expire on January 2, 2018.

JUSTIFICATION:

In 2006, the California Legislature adopted the Digital Infrastructure and Video Competition Act ("DIVCA"), which changed the manner in which video services are regulated by replacing local franchising with a state franchising system administered by the Public Utilities Commission.

DIVCA requires state franchise holders to offer at least three PEG channels to each community in which they operate. DIVCA also authorizes cities to adopt an ordinance imposing a fee on state franchise holders to support PEG programming facilities.

The City Council established such a fee by adopting Ordinance No. 1379 to require video service providers who have been issued state franchises to pay the City a PEG access fee of 1% of the video service provider's gross revenues.

DIVCA also provides, however, that any ordinance adopting a PEG access fee "shall expire, and may be reauthorized, upon the expiration of the state franchise." Public Utilities Code section 5870.

Time Warner Cable Pacific West LLC d/b/a Charter Communications received a state video franchise to operate within the City on January 2, 2008. This franchise will expire on January 2, 2018.

The City's PEG fee will therefore expire on January 2, 2018 unless the City Council reauthorizes the fee.

The proposed Urgency Ordinance and the Ordinance would reauthorize the City's PEG fee and therefore preserve funding available to support PEG programming facilities.

Staff believes that an urgency ordinance is necessary for the immediate preservation of the public peace, health and safety because the City depends upon the PEG fee to support PEG access channel facilities, which are essential to providing city residents with important civic programming including emergency alerts and community and governmental news. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its second reading, funding for City PEG facilities could lapse causing residents who rely on PEG channels for emergency broadcasts and news updates to lose a vital source of City information. Any lapse in funding may also lead to confusion with the state video franchisee operating within the City regarding the payment of PEG access fee leading the City to incur additional costs to recover any overdue fees. The Urgency Ordinance will also bridge the gap between the expiration of the Time Warner Pacific West franchise and the adoption of the permanent ordinance which will occur 30 days following its adoption.

FISCAL IMPACT:

The Ordinance will reauthorize a one percent PEG access support fee that the City currently receives. If the City Council does not reauthorize the PEG access support fee, the City will not receive further PEG access fees from video service providers operating under state franchises within the City. PEG access fees are passed from the provider along to the consumer.

ALTERNATIVES:

1. Reject staff's recommendation, as a result City's PEG access fee will expire.

ATTACHMENTS:

1. Urgency Ordinance 1517
2. Ordinance 1519

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

(Urgency Ordinance 1517)

ORDINANCE NO. 1517

AN URGENCY ORDINANCE OF THE CITY OF BANNING REAUTHORIZING THE CITY'S PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS SUPPORT FEE

WHEREAS, Section 5870(n) of the Public Utilities Code, which was enacted as part of the Digital Infrastructure and Video Competition Act of 2006, authorized the City adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") access channel facilities; and

WHEREAS, the City adopted Ordinance No. 1379 establishing such a fee, which is codified in Section 5.18.020 of the Banning Municipal Code; and

WHEREAS, Section 5870(n) of the Public Utilities Code states that such an ordinance shall expire, and may be reauthorized, upon the expiration of a state franchise; and

WHEREAS, California Video Franchise Certificate Franchise No. 0020 granted to Time Warner Cable Pacific West LLC d/b/a Charter Communications will expire on January 2, 2018;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

Section 1. Urgency Findings. The City Council finds as follows:

(a) Currently, the City depends upon the PEG access fee to support PEG access channel facilities, which are essential to providing city residents with important civic programming including emergency alerts and community and governmental news. Pursuant to Public Utilities Code Section 5870(n), the City's PEG access fee codified in Section 5.18.020 of the Municipal Code shall expire upon the expiration of a state franchise. The first state franchise to include the City, California Video Franchise Certificate Franchise No. 0020 granted to Time Warner Cable Pacific West LLC d/b/a Charter Communications will expire on January 2, 2018. If this fee is not reauthorized immediately, the City will lose funding for its PEG programming facilities. Any loss of funding would jeopardize a trustworthy, reliable and immediate means by which the City communicates with its residents. Any lapse in funding may also lead to confusion among state video franchisees operating within the City regarding the payment of PEG access fee leading the City to incur additional costs to recover any overdue fees.

(b) Therefore, the City Council finds and determines that the immediate preservation of the public peace, health and safety requires that this ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36937(b) and take effect immediately upon adoption. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its second reading, funding for City PEG facilities could lapse causing residents who rely on PEG channels for emergency broadcasts and news updates to lose a vital source of City information.

Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health and safety and its urgency is hereby declared.

Section 2. The City Council hereby reauthorizes the fee on state-franchised video service providers to support public, educational, and governmental channel facilities codified in Section 5.18.020 of the Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers.

Section 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED this 12th day of December, 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 Urgency Ordinance No. 1517 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 12th day of December, 2017, and was duly adopted at a regular meeting of said City Council on the 12th day of December, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

(Ordinance 1519)

ORDINANCE NO. 1519

**AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA,
REAUTHORIZING AND READOPTING THE CITY'S PUBLIC,
EDUCATIONAL, AND GOVERNMENTAL ACCESS SUPPORT FEE.**

WHEREAS, Section 5870(n) of the Public Utilities Code, which was enacted as part of the as the Digital Infrastructure and Video Competition Act of 2006, authorized the City to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") access channel facilities; and

WHEREAS, the City adopted such a fee, which is codified in Section 5.18.020 of the Banning Municipal Code; and

WHEREAS, Section 5870(n) of the Public Utilities Code states that such an ordinance shall expire, and may be reauthorized, upon the expiration of a state franchise, and that a fee may be adopted at any time; and

WHEREAS, California Video Franchise Certificate Franchise No. 0020 granted to Time Warner Cable Pacific West LLC d/b/a Charter Communications will expire on January 2, 2018;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby reauthorizes and readopts the fee on state-franchised video service providers to support public, educational, and governmental channel facilities codified in Section 5.18.020 of the Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers.

Section 2. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of January, 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 Ordinance No. 1519 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 12th day of December, 2017, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 20____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California