

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

January 9, 2018
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

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

Per City Council Resolution No. 2016-44 matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- Invocation – Merle Malland, Police Chaplain
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. PRESENTATION

1. Riverside County Fair & National Date Festival Queen & Court **ORAL**
2. Introduction of New Employees (*Interim City Manager Alex Diaz*) **ORAL**

IV. PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

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

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

V. APPOINTMENTS

1. City Council Committee Assignments and Form 806 Requirements
(Mayor Moyer)..... **1**

VI. CONSENT ITEMS

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

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

1. Approval of Minutes – Special Meeting – 12/12/2017 (Closed Session)..... **3**
2. Approval of Minutes – Regular Meeting – 12/12/2017 (Regular Meeting) **5**
3. Receive and File List of Contracts Signed Under the City Manager's
Signature Authority..... **23**
4. Ordinance 1519 - 2nd Reading - Reauthorizing the City's Public,
Educational, and Governmental Access Support Fee **27**
5. Discuss and Consider Adopting Resolution No. 2018-05 Formally
Accepting Ownership of a Lot Offered for Dedication to the City
(Assessor's Parcel Number 537-211-010) and Located at 3900 West
Wilson Street **31**
6. Discuss and Consider Resolution No. 2018-03 Establishing a Vendor
List and Blanket Purchase Orders for the Purchase of Auto and
Equipment Parts "Not to Exceed" and Annual Aggregate of 60,000 **55**
7. Approval and Ratification of Accounts Payable and Payroll Warrants
Issued in the Month of November 2017 **81**
8. Adoption of Resolution 2017-101, including Sections one (1)
through seven (7), Approving the Maximum Compensation and
Benefits in City Executive Department Director Employment Contracts ... **123**
9. Receive and File the Impact of the Parks Maintenance Division
transfer to the Community Services Department from the Public Works
Department..... **143**
10. Adoption of Resolution 2018-11, Authorizing the Purchase of One (1)
2017 Starcraft Allstar Bus from Creative Bus Sales, Utilizing the
California Association for Coordinated Transportation (CalACT)
Competitive bid award for a total of \$102,177.96 **147**

- Open Consent Items for Public Comments
- Make Motion

VII. REPORTS OF OFFICERS

1. Resolution 2018-06, Approving a Legal Representation Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C. for Pitchess Motions and legal advice on incidents involving the “Use of Force” 167

(Staff Report – Alex Diaz, Interim City Manager/Chief of Police)

Recommendation: **Discuss and consider adopting Resolution 2018-06;**

1) Approving a Legal Representations Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., a Professional Corporation, in an amount not-to-exceed \$8,000 for the remainder of Fiscal Year 2017/2018 and in an amount not-to exceed \$16,000 for Fiscal Year 2018/2019 with the option to renew for one (1) additional single year period. 2) Authorizing the City Manager to execute the Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, Sherman, A.P.C., for the remainder of Fiscal Year 2017/2018 and Fiscal Year 2018/2019 with the option to renew for one (1) additional single year.

2. Reclassification of the Administrative Sergeant position to Administrative Lieutenant, the Addition of Two (2) Code Enforcement Officers, and the Creation of a Police Cadet Program. 199

(Staff Report – Alex Diaz, Interim City Manager/Chief of Police)

Recommendation: **Discuss and consider approving the reclassification of the Administrative Sergeant position to Administrative Lieutenant, the addition of two Code Enforcement Officers, and the creation of a Police Cadet Program.**

3. Resolution 2018-09, Approving the Allocation of the Voter Approved Mining Tax Revenue and other Revenue Received from Robertson’s Ready Mix, Ltd. 209

(Staff Report – Rochelle Clayton, Deputy City Manager)

Recommendation: **Discuss and consider adopting Resolution 2018-09; approving the allocation of the voter approved Mining Tax revenue and other revenue received from Robertson’s Ready Mix, Ltd. (Robertson’s) as indicated in the Memorandum of Understanding (MOU) between Robertson’s and the City of Banning, adopted on September 19, 2016.**

4. Recommendation from the Planning Commission to Consider Adding a Highland Home Road/I-10 Interchange to the City's General Plan Circulation Element During the Next General Plan Update 247
(Report – Patty Nevins, Community Development Director)
Recommendation: **1) Receive and File the Planning Commission's recommendation for consideration during the City's next General Plan update; or, 2) Discuss the Planning Commission's recommendation and direct staff to return to City Council with information on feasibility and cost.**
5. Recommendation from Cannabis Ad-Hoc Committee to Amend the Municipal Code to Allow, Regulate and Zone for Indoor Commercial Cultivation of Cannabis and to Prepare a Ballot Measure to Impose a Municipal Tax on Such Activity. 255
(Staff Report – Patty Nevins, Community Development Director)
Recommendation: **Discuss and consider the recommendations of the Cannabis Ad-Hoc Committee formed to discuss cannabis regulations and provide direction to staff regarding desired Municipal Code amendments to allow, regulate and zone for indoor commercial cannabis cultivation and to prepare a ballot measure to impose a municipal tax on such activity.**
6. Resolution 2018-12, Approving an Agreement for Landscape Maintenance of City Parks 281
(Staff Report – Art Vela, Public Works Director)
Recommendation: **Discuss and consider adopting Resolution 2018-12, approving an Agreement with Service Scape of Alta Loma, California, in an amount not-to-exceed \$39,270 for the remainder of the Fiscal Year 2017/2018 with the option for annual renewals for up to three (3) additional single year periods.**
7. Resolution 2018-04, Approving an Agreement for Electrical Substation Equipment Maintenance Testing 405
(Staff Report – Stephen Badgett, Interim Electric Utility Director)
Recommendation: **Discuss and consider adopting Resolution 2018-04, approving the Agreement for Maintenance Services for RFP 17-020 Electrical Substation Equipment Maintenance Testing between the City of Banning and Electrical Powers Systems, Inc., with a contract sum not-to-exceed \$150,535 and a contract term of three (3) years.**

VIII. 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. Resolution 2018-10, Vacating 25 Feet of Public Right-of-Way Fronting 1233 East Ramsey Street and Approving the Conveyance of the Land to the Abutting Property Owner **529**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Discuss and consider adopting Resolution 2018-10, vacating 25 feet of public right-of-way fronting 1233 E. Ramsey Street and approve the conveyance of the land to the abutting property owner.**

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

BANNING UTILITY AUTHORITY

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

I. CONSENT ITEMS

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

Motion: Approve Consent item 1: Item ____ to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the Banning Utility Authority)*

1. Accept Project 2017-02W - Tank Inspections and Cleaning as Complete, Authorize the City Manager to Sign, and Direct the City Clerk to Record the Notice of Completion..... **543**

BUA ADJOURNMENT - Next regular meeting: Tuesday January 23, 2018

Adjourn Joint Meeting and reconvene the regular City Council Meeting.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

IX. ITEMS FOR FUTURE AGENDAS

New items –

Pending Items – City Council

1. Information Technology – Media Room/Production Set
2. Penalty for Illegal Fireworks
3. Update on Armory Lease
4. Joint Meeting with Planning Commission Regarding New Housing Bills

X. 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.

COMMITTEE ASSIGNMENTS FOR - 2018

CITY COUNCIL CITY OF BANNING

NAME OF COMMITTEE	DAY & TIME OF MEETING	ASSIGNMENT	ALTERNATE	STAFF MEMBER
Western Riverside Council of Governments (WRCOG) <i>(receive stipend) (\$150.00)</i>	1 st Monday of each month.	Franklin	Moyer	City Manager
Riverside Transit Agency (RTA) <i>(receive stipend) (\$150.00)</i> <i>(plus round-trip mileage)</i>	4 th Thurs. of each month – 2:00 p.m. (Dark-August) (Nov. & Dec. 3 rd . Thursday)	Welch	Moyer	Heidi Meraz, Community Services Director
Riverside County Transportation Commission (RCTC) <i>(receive stipend) (\$100.00)</i>	2 nd Wednesday of each month - 10:00 a.m.	Franklin	Welch	Art Vela, Public Works Director and Heidi Meraz, Community Services Director
Pass Area Transportation NOW Committee	1 st Friday of each month at Noon	Welch	Moyer	Heidi Meraz, Community Services Director
Regional Conservation Authority (RCA) <i>(receive stipend) (\$100.00 plus mileage)</i>	1 st Monday of each month.	Andrade	Moyer	Staff: Patty Nevins, Community Development Director

GOVERNMENT ACCESS CHANNEL COMMITTEE <i>(as needed)</i>	PUBLIC UTILITY ADVISORY COMMITTEE FOR CITY OF BANNING (4/25/06) <i>(as needed)</i>	OVERSIGHT BOARD to Successor Agency of Dissolved CRA <i>(as needed)</i>	PUBLIC WORKS ADVISORY COMMITTEE 1/12/16 (Reso. 2016-07) <i>(as needed)</i>	COMMUNITY ADVISORY COMMITTEE
Peterson Welch Staff: Public Information Officer	Moyer Welch Staff: Art Vela, Public Works Director	Welch, Appt. Franklin, Alt. Staff: Patty Nevins, Community Development Director	Peterson Moyer Staff: Art Vela, Public Works Director	Moyer Andrade Staff: City Manager

Assignments - 2018 (Continued)

TUMF ZONE COMMITTEE	LEAGUE OF CALIF. CITIES – Contact and Executive Board Representative	LEAGUE OF CALIFORNIA CITIES (External Group)	SAN GORGONIO PASS WATER AGENCY (External Group)	COMMUNITY ACTION AGENCY (External Group) <i>3rd Thurs. of each month at 7:00 p.m.</i>
Franklin Peterson, Alt.	Moyer (Mayor)	City Council	Franklin Moyer, Alt. Staff: Art Vela, Public Works Director	Moyer Andrade, Alt.

2 x 2 COUNCIL WORKING GROUPS

Groups meet as needed.

BANNING UNIFIED SCHOOL DIST.	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	INTER-GOVERNMENTAL – LOBBYING (Reso. 2012-89)	
Moyer Franklin Staff: City Manager	Moyer Welch Staff: City Manager	Peterson Andrade Staff: City Manager	Moyer Franklin Staff: City Manager	

SAN GORGONIO MEMORIAL HOSPITAL	AD HOC BUDGET & FINANCE	AD HOC ECONOMIC DEVELOPMENT COMMITTEE	CITY OF BEAUMONT	HEALTHY LIVING CITY
Andrade Welch Staff: City Manager	Moyer Peterson McQuown Staff: Deputy City Manager, Clayton	Welch Peterson Staff: Ted Shove	Moyer Franklin Staff: City Manager	Franklin Andrade Staff: Heidi Meraz, Community Services Director

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

12/12/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on December 12, 2017, at 4:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

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

CLOSED SESSION

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

City Attorney 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 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 Joshua Palmer Way and Highland Springs Avenue. City Negotiator Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: BMW Management, Juan Carlos Trejo, Corners Inc., Smith Food and Drug Centers, Inc., and David E. Cohee; Under Negotiation: Price and Terms. 3) 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: BRAD Partners, LLC.; Under Negotiation: Price and Terms.

The Meeting went into closed session at 4:02 p.m. and reconvened to open session at 5:04 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 5:04 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

12/12/2017
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Moyer on November 14, 2017, at 5:10 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/City Engineer
Jennifer McCoy, Purchasing Manager
Ted Shove, Economic Development Manager
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 Police Chaplain Merle Malland. Council Member Andrade led the audience in the Pledge of Allegiance to the Flag.

Mayor Moyer recessed the Regular Meeting and called 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

REPORT ON CLOSED SESSION

City Attorney Ennis indicated there were three items on the Closed Session Agenda, which include the following : 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). There was no reportable action. 2) 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 Joshua Palmer Way and Highland Springs Avenue. City Negotiator Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager –

Negotiating Parties: BMW Management, Juan Carlos Trejo, Corners Inc., Smith Food and Drug Centers, Inc., and David E. Cohee; Under Negotiation: Price and Terms. There was no final and reportable action. 3) 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: BRAD Partners, LLC.; Under Negotiation: Price and Terms. There was no reportable action.

PRESENTATION

Interim City Manager Alex Diaz presented Mayor George Moyer with a plaque recognizing his service as Mayor from December 12, 2016 through December 12, 2017.

REORGANIZATION OF CITY COUNCIL

1. City Council Reorganization

Mayor Moyer conducted the reorganization of the City Council. Council Member Franklin nominated George Moyer for Mayor seconded by Council Member Welch. Nominations were closed and George Moyer was elected as Mayor for a term of one year. Mayor Moyer nominated Council Member Peterson for Mayor Pro Tem. Nominations were closed and Don Peterson was elected as Mayor Pro Tem for a term of one year.

Mayor Moyer reconvened the Regular city Council Meeting.

PRESENTATIONS

1. Stagecoach Days Queens

Amy Pippinger thanked everyone for their generous donations. September 7-9, 2018 will be the dates for the next Stagecoach Days. She introduced the 2017 Stagecoach Days Rodeo Queens. Ashley Pippinger, 2017 Stagecoach Days Rodeo Queen, introduced herself to the Council. Kalyssa Martinez, Jr. Rodeo Queen was not able to attend, Salem Pingree, Little Rodeo Queen, introduced herself to the Council, and Grace Haag, Tiny Rodeo Queen, introduced herself to the Council. Ashley Pippinger presented each of the City Council Members with a Stagecoach Days jacket as a thank you gift.

2. Innovative Federal Strategies

Leticia White with Innovative Federal Strategies provided the Council with an update at the federal level of government. She noted it is not nearly as contentious in Washington as it sounds. There is a lot of bipartisan work taking place. A lot of focus is on the tax bill at the moment. They are watching the Community Development Block Grant funding closely. They are also closely watching the supplemental funding for the wildfires. She assured the Council that things are moving in Washington a lot faster than the media presents and there is a lot more bipartisanship going on.

Council Member Franklin asked about the Sand to Snow Monument. Ms. White explained that is pending in Diane Feinstein's Bill and unfortunately, she hasn't been able to get a bill mark-up hasn't been scheduled.

Council Member Franklin also asked about the Net Neutrality issue and where it goes if the FCC votes it down. Ms. White explained it could potentially be resurrected in Congress. She will include more information in their next Weekly Report.

3. Recycling All Stars

Barbara Jimenez, Inland Empire Recycling Representative for Waste Management, addressed the Council. She recognized the recycling efforts for both commercial and residential. McDonald's was the commercial all-star and the manager, Daniel Mejia, was presented with a certificate and gift. Dane and Kate Davis were the residential recycling all-stars, but were not present.

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 will be in Banning on December on the 14th and 15th at Repplier Park between the Aquatic Center and the Skate Park. There is no appointment required for shots or microchips. There are no appointments available for spay/neuter, but appointments for January 16 and 17, 2018 can be made by calling (760) 366-1100. She informed the Council their pictures with Santa was a great success.

Maggie Scott asked about the project on Hargrave and why they only paved one side of the street.

Public Works Director Vela explained that the Riverside County Flood Control District only repair areas they disturb.

Interim City Manager Diaz advised that staff will add this to their list of street projects.

Seeing no further comments, Mayor Moyer closed public comment.

CORRESPONDENCE

The City Clerk read correspondence from Michelle Green (Exhibit "A").

ANNOUNCEMENTS & REPORTS

Council Member Franklin

- At the Chamber Mixer done last month there was a presentation by Riverside County Supervisor Ashley and staff presented on the I-10 Bypass (I-10 Lifeline) being done on a regional level.
- Southern California Association of Governments (SCAG) will be offering interns for two weeks for every local entity that needs assistance to meet the regional transportation requirements. SB1000 requires disadvantaged communities to have information in their General Plan regarding environmental justice and there is no funding for this. They also had a presentation regarding the College Promise, which is for high school students to have a plan in place when graduating. This information will be shared with the 2x2 with the School District.
- The College Promise was also discussed at the WRCOG Meeting with Judy White.
- She attended the Pass Water Alliance Meeting where they discussed forecast for water prices. She advised these meetings are open to the public and people are encouraged to attend.

Council Member Andrade

- Did not attend any committee meetings this past month.
- A community member approached her about the street condition on Hargrave and she went to see the situation. She expressed her dissatisfaction with the situation as well.

Council Member Welch

- Did not attend any committee meetings this past month.
- The Vet Expo will be held on January 23, 2018, which is the fourth Saturday in January, at the Beaumont Civic Center from 10:00 a.m. until 2:00 p.m.

Council Member Peterson

- The Ad Hoc Committee for Cannabis recommends the ordinance be changed to allow cultivation only in industrial areas and indoor growth only. The City Attorney recommended putting on the January 9, 2018, City Council Meeting Agenda.
- After the last City Council Meeting a resident contacted him regarding an 83 year Hispanic resident. He explained that he sent an email (Exhibit "B") to Rick Bishop, Debbie Franklin, the Record Gazette, CBS, KTLA, and the Press Enterprise. As a Council Member of the City of Banning he does not want the program endorsed in the City.

REPORT BY CITY ATTORNEY

City Attorney Ennis reported that this is the time of the year that his office reviews enacted legislation. They are currently providing staff with some advice letters.

Council Member Franklin asked if there would be a joint meeting with the Planning Commission.

REPORT BY CITY MANAGER

Interim City Manager Diaz introduced Richard Griswald, the appointed Receiver for the Banning Business Center.

Mr. Griswald provided the Council with a quick update since he took control of the property in November. The property has been secured and is under 24 hour surveillance. He is now working on marketing the site.

Council Member Franklin asked if it would be sold as is. MR. Griswald confirmed.

Council Member Peterson mentioned that he saw the property for sale on a site and asked if that was Mr. Griswald's. Mr. Griswald informed him that it was not.

Interim City Manager Diaz reported they held their 10th Annual Shop with a Cop event and it was a success. They hope to continue this in the future.

CONSENT ITEMS

Mayor Moyer indicated that item 7 was being pulled for discussion.

1. Minutes – Special Meeting – 11/14/17 (Closed Session)

Recommendation: Approve the Minutes from the November 14, 2017 Special Meeting of the Banning City Council (Closed Session)

2. Minutes – Regular Meeting – 11/14/17

Recommendation: Approve the Minutes from the November 14, 2017 Regular Meeting of the Banning City Council

3. Approval of Accounts Payable and Payroll Warrants (October 2017)

Recommendation: Approve A/P and Payroll Warrants for October 2017

4. Resolution 2017-108 Rejecting All Bids for Project No. 2017-01, Community Center and Senior Center Tenant Improvements

Recommendation: Adopt Resolution 2017-108

5. Resolution 2017-120 Initiating the Proceedings to Vacate 25 Feet of Public Right-of-Way Fronting 1233 East Ramsey Street

Recommendation: Adopt Resolution 2017-109

Mayor Moyer opened the consent items for public comment.

Inge Schuler explained they have been on a committee to discuss the animal shelter and their December 4th meeting was canceled because there was nothing to discuss. Now they are blindsided by an agreement to have a donkey rescue with no fees. She doesn't feel this is a nice way of treating people and the public.

Seeing no further comments, the Mayor closed public comment.

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

6. Resolution 2017-117 Approving a License Agreement with Long Ear Donkey Rescue for Use of Grounds Located at 2242 E. Charles Street.

Council Member Andrade expressed her concern with allowing a non-profit or any organization using City owned property for free.

Economic Development Manager Shove presented the Staff Report for this item.

Council Member Franklin asked if this item could be pulled so the Animal Services Committee could weigh in.

Mr. Shove explained that would not be a problem.

Council Member Peterson concurred with Council Member Franklin and Ms. Schuler and this item should be referred to the ad hoc committee.

Mayor Moyer has no issues with referring back to the committee for recommendations and taking back to the January City Council Meeting.

Motion Franklin/Welch to refer Item 6 to the Animal Services Ad Hoc Committee for review and recommendation. Motion carried, 5-0.

REPORTS OF OFFICERS

1. Resolution 2017-116, Amending the Support Services Agreement with Planetbids, Inc. for Additional Procurement Management Software Solution User Licenses

Purchasing Manager, Jennifer McCoy presented the Staff Report for this item.

Council Member Andrade asked if this is the same company that provides all of the City's software. Ms. McCoy explained this is only the e-procurement software.

Council Member Franklin asked if other employees are able to view the information, what this would do for the City. Ms. McCoy explained that the individual departments would be able to view and track specific items, for example insurance.

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

Motion Welch/Franklin to adopt Resolution 2017-116; 1) Amending the Support Services Agreement with Planetbids, Inc. of Woodland Hills, California, for a three-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. in an amount of \$22,125. Motion carried, 5-0.

2. Resolution 2017-110, Approving Amendment #1 to Professional Services Agreement with Capital Realty Analysts

Economic Development Manager Shove presented the Staff report for this item.

The Mayor clarified that there would be no General Fund money used for this item.

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

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

3. Resolution 2017-114, Purchase and Sale and Escrow Instructions Agreement for 270 W. Ramsey Street

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. Seeing none, closed public comment.

Motion Welch/Franklin to approve Resolution 2017-114, approving the Purchase and Sale and Escrow Instructions Agreement for 270 W. Ramsey Street. Motion carried, 4-0, with Council Member Peterson abstaining.

4. Resolution 2017-113, Awarding a Construction Agreement to Econo Fence, Inc. for Project No. 2017-14, Lions Park Ballfield Fencing

Public Works Director Art Vela presented the staff report as provided in the agenda packet.

Council Member Peterson asked if this could come from the block grant. Director Vela explained it could be listed as a future project

Council Member Welch asked why it couldn't be part of the Lions Park project already under CDBG. Director Vela recommended the Lions Park project that money has been programmed for will need all of that money.

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

Motion Peterson/Franklin to adopt Resolution 2017-113; 1) Awarding a Construction Agreement to Econo Fence, Inc., of Riverside California, for Project No. 2017-14, 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 execute the Construction Agreement. Motion carried, 5-0.

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 Realignment).

Public Works Director Art Vela 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.

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

Motion Welch/Franklin to 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 authorizing the Interim City Manager to sign the agreement on behalf of the City. Motion carried, 5-0.

6. Resolution 2017-118, Approving the Banning Municipal Airport's Airport Capital Improvement Plan (ACIP) for 2019-2023.

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

Council Member Franklin asked about any safety concerns. Director Vela explained that the Department of Transportation comes out annually and any items identified in the previous inspection have been taken care of.

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

Motion Peterson/Franklin to adopt Resolution 2017-118; adopting Resolution 2017-118 approving the Five Year (2019-2023) ACIP and directing staff to submit the ACIP to the Federal Aviation Administration (FAA). Motion carried, 5-0.

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

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

7. Resolutions and 2017-119 and 2017-21 UA, Approving the 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 Appropriations.

Administrative Services Director/Deputy City Manager Rochelle Clayton provided the staff report as contained in the agenda packet.

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

Motion Franklin/Welch to adopt Resolutions 2017-119 and 2017-21 UA; 1) Approving the 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 Appropriations. 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations, and transfers. Motion carried, 5-0.

The Mayor recessed the Joint Meeting of the Banning City Council and the Banning Utility Authority

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

CONSENT ITEMS

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

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

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

Motion Franklin/Peterson to approve Consent Item 1. Motion carried, 5-0.

REPORTS OF OFFICERS

1. Resolution 2017-19 UA, Approving the Submittal of an Amended Water Order to the San Geronio Pass Water Agency, Reducing the 2018 Imported Water Order from 1,000 Acre Feet to 500 Acre Feet.

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

Council Member Franklin suggested that when we write the new request we clarify that it in the future we may want to add to accommodate new construction.

Council Member Peterson asked about the well drilled in Cabazon making up the difference.

Director Vela explained that it could temporarily. However, when the City begins to develop it will need to access all of its resources.

Council Member Welch asked if we are reducing our purchasing contract beginning now, and not doing away with the water we have stored.

Director Vela confirmed.

Council Member Peterson asked the Mayor to explain why we are doing this.

Mayor Moyer explained that the Water report indicated we should have a water rate increase over the next five years. Due to that indication, it was determined that this amendment to the water order would save the City \$189,000 for the year.

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

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

The Mayor Adjourned the Meeting of the Banning Utility Authority and called to Order a Joint Meeting of the Banning City Council and the City Council sitting in its capacity of a Successor Agency.

REPORTS OF OFFICERS

1. Resolution 2017-03 SA, Approving Termination of Regulatory Agreement for Marshall Nickles and Marlene Tatum.

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

Council Member Franklin shared that she believes this is a good example of what the Community Redevelopment Agency was for.

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

Motion Welch/Franklin to adopt Resolution 2017-03 SA; 1) Approving the termination of Regulatory Agreement, and 2) Cancellation of Promissory Note and Forgiveness of Loan.

The Mayor adjourned the Joint Meeting and reconvened the regular City Council Meeting.

PUBLIC HEARING

1. Ordinance 1517, an Urgency Ordinance of the City of Banning Reauthorizing the City's Public, Educational, and Government Access Support Fee.

Public Information Officer provided the staff report as contained in the agenda packet.

Council Member Franklin asked how much money is received.

Mr. Southard explained that approximately \$48,000 is received from Time Warner Cable and approximately \$12,000 for the government access channel.

Mayor Moyer opened the Public Hearing; seeing none, closed the Public Hearing.

Mayor Moyer asked the City Clerk to read the title of Ordinance 1517

The City Clerk read "Ordinance 1517, an Urgency Ordinance of the City of Banning, Reauthorizing the City's Public, Educational, and Governmental Access Support Fee."

Motion Andrade/Franklin to waive further reading of Ordinance 1517. Motion carried, 5-0.

Motion Welch/Franklin that Ordinance 1517 be adopted. Motion carried, 5-0.

2. Ordinance 1519, an Ordinance of the City of Banning Reauthorizing the City's Public, Educational, and Government Access Support Fee.

Public Information Officer provided the staff report as contained in the agenda packet.

Mayor Moyer opened the Public Hearing; seeing none, closed the Public Hearing.

Mayor Moyer asked the City Clerk to read the title of Ordinance 1519

The City Clerk read "Ordinance 1519, an Ordinance of the City of Banning, Reauthorizing the City's Public, Educational, and Governmental Access Support Fee."

Motion Franklin/Andrade to waive further reading of Ordinance 1519. Motion carried, 5-0.

Motion Franklin/Andrade that Ordinance 1519 pass its first reading. Motion carried, 5-0.

ITEMS FOR FUTURE AGENDAS

Council Member Peterson asked about the Planned Unit Development Ordinance. Community Development Director Nevins informed the Council that a report will be going to the Planning Commission in January and she expects they will make a recommendation and staff will move forward with their recommendation.

Council Member Franklin asked when the Fee Study would be coming before the Council. Interim City Manager Diaz informed the Council that it should be on the January 23rd City Council Meeting Agenda.

Council Member Andrade would like the City Attorney to bring information back to the Council regarding electing a Mayor At Large.

ADJOURNMENT

By common consent the meeting was adjourned 7:08 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=Tyb6ML8nqKtH> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

EXHIBIT A

Michelle M. Green
Banning resident and former City of Banning employee
December 12, 2017



I recently attended the November 14th Council meeting, but had to leave early before having a chance to address the Council, that is the reason for my letter today.

I want to say first of all that my attendance at the November 14th Council meeting was bittersweet. I was in attendance to receive a proclamation from the City of Banning recognizing my 27 years of service. I retired from the City on January 17th and as the mayor said it only took them 10 months to get it to me. Nevertheless, I was very happy to receive it.

A few items later on the agenda a rather lively discussion broke out between Councilman Peterson and the Administrative Services Director. Their discussion revolved around requested title changes. The ASD was requesting to change the titles of the Accounting Manager and the Human Resources Manager positions to Deputy Finance Director and Deputy Human Resources Director, respectively. The reason given for the change in the staff report was that "previous city management changed the titles for these positions and now they were being reverted to the previous titles which are commensurate with the level of responsibility, duties and salary of those positions".

Councilman Peterson was disturbed by this explanation and he had no trouble expressing his concerns. He asked the question, why is it that when the two long term employees that originally filled these positions were here their titles were stripped, (basically a slap in their face) but now that they had retired it was decided that those titles were suddenly appropriate? I wondered the same thing, since I was one of the two employees being discussed.

At this point it got a little more personal. I wondered if the people in the audience, both in the council chambers and at home, had figured out that they were talking about me and my previous position; whether they were saying wait...wasn't she just getting a proclamation for 27 years of dedicated service and now they are arguing about how unfairly they had treated her!

I listened to the ASD's response "she could not go against her direct supervisor (prior City Manager Michael Rock)", "she did not agree with the decision", etc. To this Councilman Peterson asked how clear and transparent do we want to come? He stated that the prior City Manager basically told him that he wanted to get rid of the Deputy Finance Director and the Deputy Human Resources Director (me and Rita Chapparosa) and he had ways to make them retire and this was one of those ways. Councilman Peterson felt this request was basically a public admission of guilt and I would have to agree.

First of all as a matter of clarification – when the ASD told us our titles were going to be stripped we mentioned that there had been discussions of title changes BUT they were as part of a citywide reorganization. We kept waiting for this big reorganization (that somehow never took place) and then all of the sudden just Ms. Chapparosa's and my titles changes were taken to

council before we even knew what happened. We were dead set against this and felt it was unfair due to the level of responsibilities and duties we were assigned (as attested to by the ASD herself).

In response to the ASD's claims....funny, she says she did not support the decision, claims she is now trying to "correct what she didn't agree with", yet she did not attempt to revert the titles in the months after Mr. Rock's departure, before Ms. Chapparosa's retirement. And as for her other claims..."you cannot disobey your direct supervisor" -- you can always go above your direct supervisor, (and should) especially if they are doing something that may be unethical (like targeting and harassing specific employees, possibly unlawfully). Does she mean to say if the City Manager had been embezzling funds, her excuse for just going with the flow would have been that she couldn't go against her direct supervisor? Hardly the level of ethical behavior I would expect from a high level director.

As for her claim that she took the title changes to Council and they were approved...On June 28, 2016 on page 242 of a 397 page agenda in Resolution 2016-61, section 2 it asks that the City Council approve new and revised job descriptions for 9 job titles. Nowhere in the staff report, the reso or the exhibits does it mention which of the 9 listed job titles was new or revised, what titles they were taking the place of or whether there were incumbents in these positions. This was all part of the two-year budget report which, in itself, was 134 pages. One might argue that the changes were buried and the related information was not forthcoming.

Second, in the months since I have retired I have been told by at least two council members that they knew the previous city manager had been targeting Ms. Chapparosa and me (for that matter how do I know they all weren't aware?). No apologies given, no attempts to put a stop to this unethical behavior, just admissions of their knowledge of this unwarranted (and possibly unlawful) attack upon Rita and myself. This brings into question (at least in my mind) the ethics of various council members. How could they allow this person to target or harass two long term employees who had provided so many years of loyal, dedicated service to the city, often putting the needs of the city above their own personal needs?

Over the years I listened to members of the public, meeting after meeting, bashing members of the Council for various reasons. Previously I defended the council, now I feel victimized by the City, and in part, by the Council.

Had Ms. Chapparosa and I known that we were targets maybe we would have handled the situation differently, made different choices. Maybe we could have retired on our own terms instead of feeling forced to do so by some egotistical, self-serving city manager.

At the end of the staff report on this item Ms. Chapparosa addressed the council (very calmly, I don't know that I could have been as calm) and the Council approved the title changes. I had already left.

In closing, the meeting of November 14th has given me much food for thought; I only hope I don't choke on the massive mouthful of hurt and betrayal that was dished out.

Michelle M. Green

EXHIBIT B

*Received
12-12-17
Council Reports*

----- Original Message -----

Subject: HERO Program

From: <don@donpeterson.org>

Date: Mon, November 20, 2017 6:23 pm

To: "Rick Bishop" <rbishop@wrcog.us>, "Debbie Franklin"

<debbiefranklin4u@hotmail.com>

Cc: jfolmer@recordgazette.net, "Craig Shultz" <cshultz@scng.com>,

ktla@ktla.com, "Alex Diaz" <adiaz@ci.banning.ca.us>, goldsteininvestigates@cbs.com

Mr. Bishop,

On Friday Nov. 17th, I received a call from a local resident, who had watched our Council Meeting on TV regarding the HERO Program. The resident said: They are crooks, and that he had fallen victim to their Predatory Lending, and he needed my help to get out of this program.

Seems a Door to Door Salesman for the HERO Program had convinced our 83-year-old Hispanic resident to go into debt for \$70,000, and purchase solar for his home. The salesman told the resident that, he will NEVER have to pay for electricity again. This contact by HERO follows their predatory reputation: Senior Citizens of Hispanic decent.

Please take a look at the attachment, and you tell me if the HERO Program is good for our Citizens ? Where is the 2.85% interest your Staff bragged about? Your Staff says: this type of predatory lending only happens in LA. Really ? This is Banning, not LA. Did KTLA lie, and put out Fake News like your Staff said on video? Trust me, KTLA did not lie, you and your Staff lied !

What I see is, a BIG problem, a really BIG problem, and WRCOG and you Rick Bishop are right in the middle of it.

I guess it does not matter to WRCOG and to you Mr. Bishop if our Citizens are buried in debt at 83 years of age, as long as you are comfortable. Since you receive \$400k per yr in salary, and live in a \$1.1 million dollar home in Fullerton, I guess you really don't care. Nor does it matter to Banning Councilwoman and WRCOG Executive Chairwoman Debbie Franklin who promotes this awful and disgusting program. (Talk about a conflict)

Honestly, I don't know how you people sleep at nights! Really over 60% of the payback is interest.....

If any of you in the Media would like more information, please send me an email, or call me at the number below.

Don Peterson, Councilman
City of Banning, CA
562-755-1123



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Laurie Sampson, Executive Assistant

MEETING DATE: January 9, 2018

SUBJECT: Receive and File List of Contracts Approved Under the City Manager's Signature Authority

RECOMMENDATION:

Receive and file the list of Contracts approved under the City Manager's signature authority of \$25,000 or less.

BACKGROUND:

City Council requested regular reports of contracts signed under the City Manager's signature authority of \$25,000 or less.

ATTACHMENT:

- 1) List of Contracts approved by City Manager

Reviewed and Approved by:

Alejandro Diaz, Interim City Manager

ATTACHMENT 1

(List of Contracts)

Contracts Approved Under City Manager Signature Authority					
Date	Department	Vendor/Contractor	Amount	Services Provided	
1-Dec	Finance	Cost Recovery Systems, Inc.	\$ 8,000	State Mandated Reimbursement Claims	
6-Dec	Police	International Business Information Technologies	\$ 18,000	Annual METR Managing Employees Training Records Applications	
15-Dec	Public Works	Mitsubishi Electric US, Inc	\$ 5,574	Elevator Maintenance for Police Department	
18-Dec	Public Works	A&A Fence Co. Inc.	\$ 11,117	Chain Link Fence and Supplies	

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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, 2018.

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 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:

ABSTAIN:

ABSENT:

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

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: January 9, 2018

SUBJECT: Discuss and Consider Adopting Resolution No. 2018-05, Formally Accepting Ownership of a Lot offered for Dedication to the City (Assessor's Parcel Map Number 537-211-010) and located at 3900 West Wilson Street, Making Findings in Connection Therewith, including a Finding of Exemption under CEQA and Approving Certificate of Acceptance

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2018-05, formally accepting ownership of a lot offered for dedication to the City and which is known as Assessor Parcel No. 537-211-010 and located at 3900 West Wilson Street, making findings, including a finding the acceptance is exempt from CEQA and approving a Certificate of Acceptance in connection therewith.

BACKGROUND:

On December 5, 1979, the City Council approved Tentative Tract Map (TTM) 13605 and Conditional Use Permit 79-10, for a mobile home subdivision of up to 397 units on approximately 68 acres of land. The site is generally situated between Wilson Street on the north, Jacinto View Road on the South, Mountain Avenue on the West, and McGovern Avenue on the East.

One of the Conditions of Approval required the subdivider to dedicate a lot within the proposed subdivision for a future fire station. Specifically, the conditions of tentative map approval (Attachment 2), located on page 3 under the category of "Fire Department," provided as item 5: "Location of future fire station shall be as shown on Tentative Tract Map."

The Final Map for Tract No. 13605 was approved by the City and then was recorded by the Riverside County Recorder on June 5, 1980 (Attachment 3) showing the lot for the proposed fire station as Lot RR. However, on the Certificates page of the Final Map, the subdivider's offer to the City of Lot RR (Attachment 4) was not clearly accepted by the City of Banning at the time of Final Map approval. Since then, a Fire Station Administration Building was constructed on the parcel and is currently in use by the Fire Department, located at 3900 W. Wilson Street.

Pursuant to Government Code Section 66477.2(b), an offer to dedicate property for public use, when provided on a final subdivision map, remains open indefinitely as long as certain factors apply. City staff and the City Attorney's Office have reviewed the facts and evaluated the factors and determined that the City still has the ability to accept the offer of dedication because the property has been used by the City for a public use since the lot's creation. Pursuant to Government Code Section 66477.3, the City may accept the dedication by resolution, and its acceptance will become effective once the resolution is filed with the County Recorder.

Pursuant to Government Code Section 65402, before the City acquires property, the City's Planning Commission must find that the acquisition is consistent with the General Plan. When the Planning Commission approved Tentative Tract Map No. 13605, the Commission found the subdivision to be consistent with the General Plan, including the Land Use Element. Therefore, this requirement was satisfied in 1979. In addition, City staff has evaluated the acquisition under the California Environmental Quality Act (CEQA) and determined that because the lot is already being used by the City as a fire station, that the mere acceptance of the offer of dedication will not have any potential for having a physical change to the environment. Therefore, City staff has determined that the acquisition is exempt from CEQA on the basis that the action will have no potential for having a significant effect on the environment pursuant to Public Resources Code Section 21065 (a) and 14 Cal. Code of Regs. Section 15378 (b)(5).

JUSTIFICATION:

The developer dedicated Lot RR (Attachment 4 – under *Owner's Certificate*) for public use as a condition of approval by the City Council in December 1979 for the mobile home park development. Since that time, the final map was recorded and a fire station facility was constructed on the land. If the Council intends to preserve its security in the capital investment of the facility, this item should be approved.

FISCAL IMPACT:

None.


OPTIONS:

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

ATTACHMENTS:

1. Resolution 2018-05 and Certificate of Acceptance
2. Staff Report and Attachments – December 5, 1979
3. Tract No. 13605 - Page 1
4. Assessor's Map Bk 537 Pg. 21

Approved by:

 for A. DIAZ

Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

Resolution 2018-05 and Certificate of Acceptance

RESOLUTION NO. 2018-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ACCEPTING THE OFFER OF DEDICATION FOR LOT RR ON FINAL MAP NO. 13605 IDENTIFIED AS ASSESSOR PARCEL NO. 537-211-010 AND LOCATED AT 3900 WEST WILSON STREET; MAKING FINDINGS, INCLUDING A FINDING OF EXEMPTION UNDER CEQA; AND APPROVING A CERTIFICATE OF ACCEPTANCE IN CONNECTION THEREWITH

WHEREAS, On December 5, 1979, the City Council approved Tentative Tract Map (TTM) 13605 and Conditional Use Permit 79-10, for a mobile home subdivision of up to 397 units on approximately 68 acres of land; and

WHEREAS, The site of TTM 13605 is generally bounded between Wilson Street on the north, Jacinto View Road on the South, Mountain Avenue on the West, and McGovern Avenue on the East; and

WHEREAS, Condition No. 5 of the City's Fire Department conditions of approval of TTM 13605 required the subdivider to dedicate a lot within the proposed subdivision for a future fire station; and

WHEREAS, The Final Map for Tract No. 13605 was approved by the City and then was recorded by the Riverside County Recorder on June 5, 1980 as document number 104009 showing the lot for the proposed fire station as Lot RR; and

WHEREAS, The certificates page of the Final Map for Tract No. 13605 included the subdivider's offer to dedicate Lot RR to the City for public use, but that offer was not clearly accepted in the wording of the City's certificate statement at the time of Final Map approval; and

WHEREAS, A fire station administration building was constructed on the Lot RR which is currently in use by the Fire Department and which Lot has been assigned an Assessor Parcel Number of 537-211-010 and a street address of 3900 W. Wilson Street; and

WHEREAS, Pursuant to Government Code Section 66477.2(b), an offer to dedicate property for public use, when provided on a final subdivision map, remains open indefinitely, and the City has determined that because the property has been used as a fire station, that the offer of dedication has not expired; and

WHEREAS, Pursuant to Government Code Section 66477.3, the City may accept the dedication by resolution, and its acceptance will become effective once the resolution is filed with the County Recorder; and

WHEREAS, Pursuant to Government Code Section 65402, the City's Planning Commission found the proposed dedication and the subdivision consistent with the

General Plan at the time the Planning Commission approved Tentative Tract Map No. 13605; and

WHEREAS, City staff has evaluated the acquisition under the California Environmental Quality Act (CEQA) and determined that because the lot is already being used by the City as a fire station, that the mere acceptance of the offer of dedication will not have any potential for having a physical change to the environment and that the acquisition is exempt from CEQA on the basis that the action will have no potential for having a significant effect on the environment pursuant to Public Resources Code Section 21065 (a) and 14 Cal. Code of Regs. Section 15378 (b)(5).

**NOW, THEREFORE, THE CITY COUNCIL TO THE CITY OF BANNING
HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council concurs with City Staff's determination that the mere acceptance of the offer of dedication will not have any potential for having a physical change to the environment and that the acceptance is exempt from CEQA on the basis that the action will have no potential for having a significant effect on the environment pursuant to Public Resources Code Section 21065 (a) and 14 Cal. Code of Regs. Section 15378 (b)(5).

Section 3. The City Council hereby accepts the offer of dedication of Lot RR, known as Assessor Parcel No. 537-211-010 and which is located at 3900 West Wilson Street, that was provided by the subdivider on the Certificates Page of Tract No. 13605.

Section 4. The Mayor is hereby authorized and directed to execute an appropriate certificate of acceptance for Lot RR and cause such Certificate to be recorded in the Official Records of the Riverside County Recorder's Office.

Section 5. The City Clerk shall cause this Resolution to be recorded in the Riverside County Recorder's Office together with the attached Certificate of Acceptance.

Section 6. The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the consummation of the City's ownership of Lot RR.

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 2018-05, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the ninth day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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, _____,
(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)

EXHIBIT A

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property identified as Lot RR on Final Map 13605 which was recorded on June 5, 1980 as Document No. 104009, and which lot has been identified as Assessor Parcel Map No. 537-211-010 and located at 3900 West Wilson Street, 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 January 9, 2018, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: January 9, 2018

George Moyer, Mayor

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

State of California)
County of _____)

On _____, before me, _____,
(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)

ATTACHMENT 2

Staff Report and Attachments – December 5, 1979

December 5, 1979

COUNCIL MEETING
December 10, 1979

TO: City Manager

FROM: Assistant Planner

SUBJECT: Tentative Tract Map 13605, Lot Split 79-16 (CUP 79-10), Pulliam
(340)

At the December 3, 1979 Planning Commission Meeting the Planning Commission approved Tentative Tract 13605, CUP 79-10. The City Council has the authority to review and approve or deny the Tentative Tract. However, the granting of a Conditional Use Permit shall become final once a Report of Decision is approved by the Planning Commission.

The attached Conditions of Approval for Tentative Tract 13605 are identical to the Conditions of Approval for CUP 79-10.

Tentative Tract 13605 is the first Mobile Home Subdivision in the City of Banning approved by the Planning Commission.


The Mobile Home Subdivision was processed under the Residential Planned Development Ordinance, and a Tract Map must also be approved by the City Council.

RECOMMENDATION:

Staff recommends the City Council take the following action:

- 1) If the City Council approves Tentative Tract 13605 the City Council must find that Tentative Tract 13605, with the Conditions of Approval as amended, together with the provisions for its design and improvement, is consistent with the City's General Plan and applicable specific plans; that none of the conditions provided for in Section 66474 of the California Government Code exists as to this proposed subdivision; and that the discharge of waste from this proposed subdivision into the City's sewer will not result in a violation of the Regional Board requirements.
- 2) If the City Council approves Tentative Tract 13605 with substantial changes to the Conditions of Approval, the applicant must appeal the Report of Decision for Conditional Use Permit 79-10.
- 3) If the City Council denies Tentative Tract 13605, it must make findings to substantiate such decision.

Jeffrey Kudlac
Assistant Planner

Reviewed: 

Action: 

Attachments: Staff Report CUP 79-10/L.S. 79-16

Land division matters

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November 28, 1979

TO: Planning Commission
FROM: Building and Planning Staff
SUBJECT: Lot Split 79-16, Conditional Use Permit 79-10, Tentative Tract 13605, Pulliam

C. Norman Pulliam has submitted an application for a Conditional Use Permit and Lot Split for a mobile home subdivision on property located south of Wilson Street between McGovern Avenue and 40th Street.

On November 5, 1979 the Planning Commission continued this item until the December 3, 1979 regular Planning Commission meeting. This item was originally continued to give the Planning Commission additional time to study the concept of developing mobile home subdivisions in Banning. A Planning Commission Study Committee was held on November 14, 1979 with Staff, developer and Commission members, Nelson and Chairman Strebe.

A number of concerned citizens at the Public Hearing held on November 5, 1979 brought up a series of questions relating to projected traffic volumes that could be generated by the proposed project. A group of citizens living on Nicolet Street discussed the possibility of closing the entrance to the Mobile home subdivision on Nicolet. Attached to this staff report is a copy of the Traffic Engineering Analysis performed by Herman Kimmel and Associates, Inc. which discusses existing and future traffic conditions in the vicinity of the proposed project. Also attached is a copy of a petition signed by concerned parents and residents of Nicolet Street requesting the Planning Commission to close the gate of the Mobile home subdivision on Nicolet and redirect traffic to the other entrances of the subdivision.

The proposed mobile home subdivision is located on property described as: The west 70 acres of the east 100 acres of Lot 1 of the Ginzel Montgomery Tract as shown in Map Book 8-64 of Riverside County Records excepting the northeast 1.98 acres; and is also shown as parcel 537-050-001 on the Riverside County Assessor's Records, consisting of \pm 67.78 gross acres.

Owner of the property is:

C. Norman Pulliam
1517 North Fairview
Santa Ana, Ca. 92706

The subject property is zoned R-A and R-3. Property to the north is zoned R-A; to the east R-1; to the south C-2; and to the west R-1 and R-3.

The subject property has been dry farmed for many years since the U.S. Navy stopped using the property as a convalescent hospital. Several deteriorating buildings once used by the Navy are located on the northwest portion of the property.

Land use to the south and north of the subject property is mostly vacant; to the east there exists a convalescent hospital, mobile home park, single and multi-family units; and to the west are single family homes and a 7th Day Adventist School.

The Land Use Element of the Banning General Plan designates the subject property as Low Density Residential (2 to 7 dwelling units per net acre).

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The proposed mobile home subdivision will consist of the following:

1. A 12,000 square foot club house and administration building, including recreational facilities such as, swimming pool, tennis courts, sauna, jacuzzi, shuffleboard and parking for recreational facilities.
2. All structures will be one story in height. All coaches will be single story, numbering a proposed 397 units.
3. Approximately 38.12 acres of mobile home lots, approximately 24 acres of paved roads, and approximately 6 acres of recreation and green areas.
4. Approximately 6 acres of open space which includes; 4 acres of recreation area, plus Lot 406 will have 40,300 square feet of green area, Lot 405 will have 6,400 square feet of green area, and Lot 402 will have 24,000 square feet of green area.
5. The proposed 397 lots will be phased into four distinct phases. Phase one will consist of 107 lots, plus the recreation clubhouse and administration building.

Notice of the Public Hearing has been published and property owners within 300 feet of the perimeter of the property have been notified by mail.

Environmental review has been completed and a Negative Declaration has been prepared. Staff has reviewed the applications for conformance with City Codes and State Laws; and the project is consistent with the General Plan.

Staff Analysis

The applicant has applied for a Conditional Use Permit to convert an approved non-existing mobile home park into a mobile home subdivision. The mobile home park was approved under C.U.P. 78-10 on July 17, 1979.

The proposed mobile home subdivision is being processed under the Residential Planned Development Ordinance. The Residential Planned Development (R.P.D.) Ordinance has development standards which shall apply to every residential plan development. Briefly these standards cover the following general areas: site area, density, site coverage, building height, types of structures, parking requirements, size of yards, and access to the site. In addition to development standards RPD developments must meet specific objectives and open space requirements as outlined in the City Code.

At present the City of Banning has no guidelines for mobile home subdivisions. In reviewing this application the planning staff has used the City's mobile home park guidelines and the mobile home subdivision standards of the County of Riverside to develop the attached conditions of approval.

STAFF RECOMMENDATION

Staff recommends the Planning Commission take the following action:

- 1) Reopen the Public Hearing
- 2) Hear all testimony "for" and "against".
- 3) Close the Public Hearing.
- 4) Approve, approve with changes, or deny C.U.P. 79-10, TT 13605
- 5) If the Planning Commission should decide to approve C.U.P. 79-10, TT 13605 the following four separate sets of findings must be made.
 - a. Variance Findings
The proposed development does not meet the RPD standard of 30% common open space or two car garages. If the Planning Commission desires to waive these standards the Commission must find because of special circumstances applicable to the parcel of property (such as size, shape, topography, location or surroundings),

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strict application of the ordinance would deprive the parcel of privileges enjoyed by others in the immediate vicinity and zone.

- b. Residential Planned Development Ordinance Findings
 - 1) The proposed mobilehome subdivision is consistent with the purpose of the Residential Planned Development Ordinance.
 - 2) The proposed mobile home subdivision satisfies the specific objectives for Residential Planned Developments stated in Section 9116.18 of the Banning Zoning Ordinances.
- c. C.U.P. 79-10 Findings
 - 1) The granting of the C.U.P. will not conflict with the purposes and requirements of a C.U.P. as stated in Section 9116.5 of the Banning Zoning Ordinances.
 - 2) The C.U.P. is consistent with the General Plan.
- d. Tentative Tract 13605 (Lot Split 79-16) Findings
 - 1) The Planning Commission finds that Tentative Tract 13605, with the Conditions of Approval, together with the provision for its design and improvement, is consistent with the City General Plan and applicable specific plans; that none of the conditions provided for in Section 66474 of the California Government Code exists as to this proposed subdivision; and that the discharge of waste from this proposed subdivision into the City's sewer will not result in a violation of the Regional Board requirements.

PULLIAM R-3
CUG 79-10
LS 79-16

107-10
A-1

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por 10 Ac. $\frac{1}{11} \text{ Ac.}$

$$\frac{\infty}{s}$$
$$M''_8$$

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② 1.59 ± Ac.

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CONDITIONS OF APPROVAL

Building and Planning Department

1. The density shall not exceed 5.8 mobile homes per gross acre; a maximum of 397 mobile home sites.
2. Each mobile home site shall have a minimum of 3500 square feet with a minimum width of fifty (50) feet.
3. A six-foot high, decorative block wall shall be constructed along Wilson Street, McGovern Avenue, and Jacinto View Road; and the wall shall be constructed along the boundaries indicated on the Tentative Tract Map.
4. A six-foot high, concrete block wall shall be constructed:
 - a. adjacent to the convalescent hospital;
 - b. at property line on the western boundary of the proposed mobile home subdivision; and
 - c. adjacent to the future fire station site.
5. The green belt areas along Wilson Street, McGovern Avenue and Jacinto View Road shall include a 5 foot wide sidewalk adjacent to the curb. The width and location of the sidewalk shall vary to provide for the placement of hydrants, street lights, power poles, mailboxes and other street furniture. The exact location and width of the sidewalk shall be subject to the approval of the City Engineer.
6. The greenbelt areas along Wilson Street, McGovern Avenue, and Jacinto View Road shall be improved with permanent landscaping, including trees and automatic irrigation systems. Landscaping shall extend to the interior edge of the sidewalk. All landscaping shall be maintained by the homeowners association.
7. Recreational areas shall be provided as shown in Exhibit "A".
8. All recreation, open space and interior greenbelt areas shall be improved with permanent landscaping to include trees and automatic irrigation system. Landscaping plans and water systems shall be approved by the Building and Planning Administrator.
9. Two trees per mobile home site shall be installed within the mobile home subdivision. Tree size shall be 15 gallon minimum with species as determined by the Building and Planning Administrator.
10. Mobile home plus accessory buildings or structures shall not cover more than 60 percent of the lot. The remaining vacant area of lot shall be in live landscaping. Some minimal crushed rock may be interspersed with live landscaping. However, no complete rock landscaping, paved-over rock landscaping, painted, coated-over rock landscaping or artificial turf shall be used as a substitute for live landscaping.
11. Refuse collection shall be by individual "curb side" pick up.
12. Interior streets shall be 36 feet in width with parking on one side; and 40 feet with parking on both sides. Width of the main entrance shall be at least 60 feet; 40 feet for secondary entrances.
13. A map and directory of the mobile home subdivision shall be installed at the Wilson Street, McGovern Avenue and Jacinto View Road entrances. Said sign shall be equipped with lights so as to be visible during darkness.
14. A recreational vehicle storage area shall be provided as shown on Tentative Tract Map. Appropriate fencing and screening shall be as required by the Building and Planning Administrator.

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15. Radio or television antennae shall not be permitted on the exterior of any mobile home. A central antenna shall be provided and shall be connected to each mobile home by underground wiring. Power, telephone and antennae connection shall be underground.
16. Visitor parking shall be provided as shown in Exhibit "A".
17. All interior pathways shall be landscaped, including trees and automatic irrigation. Landscape plans must be submitted and approved by the Building and Planning Administrator which must show location of the following:
 - a. subdivision setbacks
 - b. recreation, administration center
 - c. open space and greenbelt areas
 - d. interior pathways
 - e. additional areas as determined by the Building and Planning Administrator
18. The mobile home subdivision shall be adequately lighted as follows:
 - a. at all intersections of interior roads;
 - b. at all guest parking areas;
 - c. around all buildings containing group recreational facilities.

The design and required location of interior lighting shall be as approved by the City Electric Superintendent.
19. The design and location of all signs shall be submitted to the Building and Planning Administrator for approval, subject to the following limitations:
 - a. One (1) 20 square foot identification sign for each street frontage.
 - b. Incidental directional signs not to exceed 4 square feet in area per sign with a height limit of 4 feet. Such signs shall be located behind setback lines.
20. Each coach must comply with the following setbacks within its lot:
 - a. Front - Front setback shall vary but never be less than 5 feet.
 - b. Side - 5 feet
 - c. Rear - 5 feet
21. The following prohibitions shall be complied with:
 - a. No mobile home may be used for any purpose not permitted in the R-1 zone
 - b. Recreational facilities shall be limited to use by property owners and their guests.
 - c. No commercial operations shall be permitted except those uses which are approved by the Planning Commission.
22. A concrete slab not less than 8 feet by 20 feet in size shall be provided for each trailer site. A wooden porch or deck may be constructed adjacent to the mobile home in lieu of a concrete slab, which shall be not less than 8 feet by 20 feet in size, and shall meet the structural and safety requirements of Section 16409 and 16410 of the State Requirements for Mobilehomes and with Section 2517 of the Uniform Building Code.
23. All conditions, covenants and restrictions shall be submitted to and approved by the Planning Commission as a condition of approval prior to filing of the Final Map with the City Council. The CC & R's shall be recorded with the County Recorder.

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24. Two (2) paved parking spaces 10 by 20 feet adjoining each mobile home site shall be provided. The number of required guest and accessory parking spaces shall be as approved by the Building and Planning Administrator.
25. The development of the mobile home subdivision shall comply with other applicable State and City regulations.
26. Approved CUP 78-10 for a mobile home park shall become null and void if Tentative Tract Map 13605, CUP 79-10 are approved.
27. All recreation facilities shall be built in conjunction with Phase I development.
28. Property lines of Lots 363 thru 385 shall extend to western property line of mobile home subdivision.

ELECTRIC DEPARTMENT

1. Utility easements, underground line extensions and street lights will be required.

FIRE DEPARTMENT

1. Placement and type of fire hydrants shall be as determined by the Fire Chief.
2. Water mains will be required to supply said hydrants as required by City Engineer and Fire Chief.
3. Fire protection equipment shall be provided in the recreational vehicle storage area as required by the Fire Chief.
4. Provide fire protection facilities and access roads prior to and during construction as the Fire Chief may require per Section 13.301 of the Uniform Fire Code.
5. Location of future fire station shall be as shown on Tentative Tract Map.
6. Fire protection facilities for the Recreation Center shall be as approved by the Fire Chief.

ENGINEERING DEPARTMENT

1. Deed to the City of Banning the following widths of property along the streets listed to provide the half-width streets shown:

<u>Street</u>	<u>Width to be Deeded</u>	<u>Half-width</u>
Wilson Street	10	40
McGovern Avenue	30	30
Jacinto View Road	30	30

2. Improve Wilson Street, McGovern Avenue and Jacinto View Road to their respective centerlines with paving, curb and gutter and sidewalk, all to City standards and in accordance with Building and Planning Conditions 6 and 7.

3. Pay to the City, engineering plan check fees in accordance with the fee schedule in effect at the time the plans are submitted for approval. Unit prices for estimating purposes shall be those used by the City for subdivisions. The quantities shall include all on-site and off-site facilities.

4. No grading or other construction permits will be issued until bonding in the full amounts listed below, is provided. If construction is phased, bonding may be reduced a proportionate amount as each phase is completed.

Bonding required: Faithful Performance: 100% of the estimate as provided in Condition 3, above.

Labor and Material: 50% of the above estimate

Survey Monument Installation: First 10: \$750 each
Each Additional: \$350
Maximum Bond: \$15,000

5. Provide base flood elevation as required by Ordinance No. 714.

6. A storm drain of adequate size and capacity, and approval by the City Engineer, shall be constructed in the easements already accepted by the City Council, from Jacinto View Road to the existing 48-inch pipe under the Freeway. This drain shall include a crossing under Ramsey Street. A permit is required from the City for the Ramsey Street crossing, and a permit is required from Cal Trans for work in the right-of-way for the connection to the 48" drain. Permits for the construction of this drain shall be obtained at the same time as the grading permit, and construction shall start and be prosecuted to completion as soon as possible thereafter. The drainage studies already completed by the developer's engineer may be used as a basis for the design of the above storm drain.

7. Provide a Flood Hazard Report from Riverside County Flood Control and Water Conservation District, at developer's expense.

8. Provide a grading plan for City approval.

9. Provide a soil and geology report which shall include information for street design, including "R" value.

10. Provide and install traffic control signs, devices and pavement markings as required by the City.

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ENGINEERING DEPARTMENT (continued)

11. Provide as-built drawings of all public improvements to City Engineer.
12. All interior streets will be privately owned and shall be maintained by the Homeowners Association, in perpetuity. The structural sections of the streets, the roll concrete curbs and the concrete cross gutters and spandrels all shall be built to City standards. Curb heights shall be as approved by the City Engineer.
13. All interior water and sewer lines shall be built to City standards and owned and maintained by the Homeowners Association, in perpetuity.
14. An 8-inch sewer line shall be constructed across the entire Jacinto View Drive frontage or the parallel street in the development to the north of the development and shall be a public sewer. This sewer shall be the outlet for all interior sewers.
15. Each mobile home lot shall be individually metered for water and electric. Electric meters shall be placed on meter posts near the rear of each lot. Water meters shall be located near the respective electric meters. A paved easement shall be provided along the rear lot lines for easy access by the meter readers.
16. The water distribution system shall be designed such that it can be easily switched to the foothill pressure system, when it is implemented. In order to provide looping and system reliability, a minimum of 8-inch lines, or their hydraulic equivalent, shall be constructed in Jacinto View Drive or the parallel street in the development to the north and in the north-south streets approximately at the center of the tract. An 18 inch water main shall be constructed in Wilson Street, across the entire frontage of the development. In accordance with City Council Resolution 1979-38, the developer will receive credits against his water connection fees for all water lines larger than 10 inches.
17. Water and sewer fees shall be required in accordance with City Council Resolutions 1979-38 and 1979-44.

ATTACHMENT 3

Tract No. 13605 - Page 1

ATTACHMENT 4

Assessor's Map Bk 537 Pg. 21

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

NOV 14 2011

POR. NE 1/4 SEC. 7, T. 3S., R. 1E.
CITY OF BANNING

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537-21

537-05





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: January 9, 2018

SUBJECT: Discuss and Consider Resolution 2018-03, Establishing a Vendor List and Blanket Purchase Orders for the Purchase of Auto and Equipment Parts "Not to Exceed" an Annual Aggregate of \$60,000

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2018-03:

1. Establishing Fiscal Year 2018 blanket orders for the purchase of Auto and Equipment Parts for an annual aggregate amount "not to exceed" \$60,000.
2. Authorizing the Interim City Manager or his designee to renew blanket orders for Fiscal Years 2019, 2020, and 2021 upon satisfactory annual review of an annual aggregate "not to exceed" \$60,000.

BACKGROUND:

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

Bids were solicited through Planet Bids on June 15, 2017 from two hundred fifty-eight (258) vendors, eight (8) were local. Three (3) vendors responded to this solicitation as listed below (vendors 1-3). In addition to these vendor responses, staff reviewed approved cooperative agreements through National Joint Powers Alliance (NJPA) and determined Napa Auto Parts was a awarded cooperative agreement, Contract #

062916-GPC. As a result, staff recommends a pre-approved vendor list be established utilizing the following four (4) vendors:

Vendor

1. Parts Authority Metro, LLC
2. O'Reilly Auto Enterprises, LLC, DBA O'Reilly Auto Parts
3. Elliot Auto Supply Co., Inc. AKA Factory Motor Parts
4. NAPA Auto Parts (NJPA Contract #062916-GPC)

Allocations for each vendor may be adjusted to be increased or decreased as deemed necessary as long as the aggregate dollar amount does not exceed \$60,000. At the time of procurement of parts, vendors will be selected based upon prices, availability and lead time.

JUSTIFICATION:

Establishing a pre-approved vendor list with multiple vendors will streamline the process and allow staff to procure parts from various vendors based on immediate need, price, availability and lead time.

FISCAL IMPACT:

The Fleet Division operational budget will fund the acquisition of automobile and equipment parts, Account No. 702-3800-480.38-52 (Auto Parts).

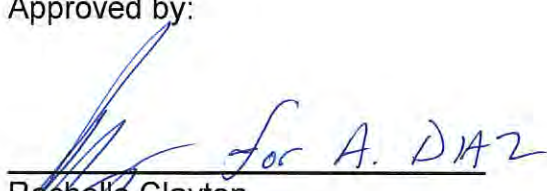
ALTERNATIVE:

1. Reject Resolution 2018-03.

ATTACHMENTS:

1. Resolution 2018-03
2. Bid Summary

Approved by:



Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

RESOLUTION 2018-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING A VENDOR LIST AND BLANKET PURCHASE ORDERS FOR THE PURCHASE OF AUTO AND EQUIPMENT PARTS "NOT TO EXCEED" AN ANNUAL AGGREGATE OF \$60,000

WHEREAS, the Public Works Department, Fleet Division, procures auto and equipment parts to maintain the City's fleet and assets that are necessary for daily operations of the City; and

WHEREAS, under approval of this resolution a pre-approved vendor list is established for the procurement of auto and equipment parts from the following vendors:

1. Parts Authority Metro, LLC
2. O'Reilly Auto Enterprises, LLC, DBA O'Reilly Auto Parts
3. Elliot Auto Supply Co., Inc. AKA Factory Motor Parts
4. NAPA Auto Parts (NJPA Contract #062916-GPC)

WHEREAS, allocations for each vendor may be adjusted to be increased or decreased as deemed necessary as long as the aggregate dollar amount does not exceed \$60,000 and at the time of procurement of parts, vendors will be selected based upon prices, availability and lead time; and

WHEREAS, approval of the resolution allows for the renewal of blanket orders upon satisfactory annual review for Fiscal Years 2019, 2020, and 2021 for an annual aggregate amount "not to exceed" \$60,000.

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

SECTION 1. The Banning City Council adopts Resolution 2018-03 establishing a vendor list and blanket orders for the purchase of auto and equipment parts "not to exceed" an annual aggregate of \$60,000.

SECTION 2. The City Manager is authorized to renew blanket orders for Fiscal Years 2019, 2020, and 2021 upon satisfactory annual review for an annual aggregate "not to exceed" \$60,000.

PASSED, APPROVED AND ADOPTED this 9th day of January, 2018.

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 2018-03, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Bid Results for Project Miscellaneous Vehicle Equipment Parts (17-088)
 Issued on 06/15/2017
 Bid Due on June 26, 2017 10:00 AM (Pacific)
 Exported on 07/13/2017

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Manufacturer	Model/Num	Brand Requirement	Brand/Spec	Unit of Measure	Quantity	O'Reilly Auto Enterprises LLC - Line Total	O'Reilly Auto Authority - Line Total	Parts Authority - Line Total	Supply to Inc - Line Total	Comment
1	Auto Parts	A/C Seal Kit	Murray Climate Control	26779	Equivalent	Murray Climate Control	Each	1	\$12.98	\$12.98	\$6.54	\$6.44	elliott auto supply co inc - four seasons 26779
2	Auto Parts	Accumulator	NAPA	408574	Equivalent	WIX	Each	1	\$59.72	\$59.72	\$36.35	\$36.35	elliott auto supply co inc - four seasons 26779
3	Auto Parts	Air Filter	WIX	42487	Equivalent	WIX	Each	1	\$11.92	\$11.92	\$11.12	\$11.12	elliott auto supply co inc - four seasons 26779
4	Auto Parts	Air Filter	WIX	46514	Equivalent	WIX	Each	1	\$10.33	\$10.33	\$9.64	\$9.64	elliott auto supply co inc - four seasons 26779
5	Auto Parts	Air Filter	WIX	9873	Equivalent	WIX	Each	1	\$14.31	\$14.31	\$13.17	\$13.17	elliott auto supply co inc - four seasons 26779
6	Auto Parts	Air Filter	WIX	26814	Equivalent	WIX	Each	1	\$10.33	\$10.33	\$9.64	\$9.64	elliott auto supply co inc - four seasons 26779
7	Auto Parts	Air Filter	WIX	8514	Equivalent	WIX	Each	1	\$10.33	\$10.33	\$9.64	\$9.64	elliott auto supply co inc - four seasons 26779
8	Auto Parts	Brake Disc	CENTRIC PREMIUM	401.61002	Equivalent	CENTRIC PREMIUM	Each	1	\$0.00	\$0.00	\$0.00	\$0.00	elliott auto supply co inc - four seasons 26779
9	Auto Parts	Brake Disc	GATES A-25	150.61378	Equivalent	GATES A-25	Each	1	\$21.32	\$21.32	\$24.33	\$24.33	elliott auto supply co inc - four seasons 26779
10	Auto Parts	Brake Disc	CENTRIC PREMIUM	150.61378	Equivalent	CENTRIC PREMIUM	Each	1	\$44.79	\$44.79	\$47.97	\$47.97	elliott auto supply co inc - four seasons 26779
11	Auto Parts	Brake Disc	CENTRIC PREMIUM	130.61095	Equivalent	CENTRIC PREMIUM	Each	1	\$14.45	\$14.45	\$15.28	\$15.28	elliott auto supply co inc - four seasons 26779
12	Auto Parts	Brake Disc	CENTRIC PREMIUM	105.0931	Equivalent	CENTRIC PREMIUM	Each	1	\$50.60	\$50.60	\$47.13	\$47.13	elliott auto supply co inc - four seasons 26779
13	Auto Parts	Brake Disc	NAPA	880110	Equivalent	NAPA	Each	1	\$44.37	\$44.37	\$47.13	\$47.13	elliott auto supply co inc - four seasons 26779
14	Auto Parts	Brake Disc	NAPA	274496	Equivalent	NAPA	Each	1	\$44.79	\$44.79	\$47.13	\$47.13	elliott auto supply co inc - four seasons 26779
15	Auto Parts	Brake Disc	NAPA	1K100096	Equivalent	NAPA	Each	1	\$239.60	\$239.60	\$243.88	\$243.88	elliott auto supply co inc - four seasons 26779
16	Auto Parts	Brake Disc	NAPA	UP-7972-50	Equivalent	NAPA	Each	1	\$105.88	\$105.88	\$113.42	\$113.42	elliott auto supply co inc - four seasons 26779
17	Auto Parts	Brake Disc	NAPA	55-7335-M	Equivalent	NAPA	Each	1	\$0.00	\$0.00	\$0.00	\$0.00	elliott auto supply co inc - four seasons 26779
18	Auto Parts	Brake Disc	NAPA	4866920	Equivalent	NAPA	Each	1	\$42.97	\$42.97	\$45.10	\$45.10	elliott auto supply co inc - four seasons 26779
19	Auto Parts	Brake Disc	NAPA	65385	Equivalent	NAPA	Each	1	\$54.39	\$54.39	\$56.10	\$56.10	elliott auto supply co inc - four seasons 26779
20	Auto Parts	Brake Disc	Dorman	35103	Equivalent	Dorman	Each	1	\$8.59	\$8.59	\$8.59	\$8.59	elliott auto supply co inc - four seasons 26779
21	Auto Parts	Brake Disc	Walker/Dynomax	6817	Equivalent	Walker/Dynomax	Each	1	\$9.84	\$9.84	\$10.13	\$10.13	elliott auto supply co inc - four seasons 26779
22	Auto Parts	Brake Disc	Master-Pro/O'Reilly	708-1029	Equivalent	Master-Pro/O'Reilly	Each	1	\$13.42	\$13.42	\$13.42	\$13.42	elliott auto supply co inc - four seasons 26779
23	Auto Parts	Brake Disc	NAPA	33595	Equivalent	NAPA	Each	1	\$6.43	\$6.43	\$6.43	\$6.43	elliott auto supply co inc - four seasons 26779
24	Auto Parts	Brake Disc	WIX	33595	Equivalent	WIX	Each	1	\$6.43	\$6.43	\$6.43	\$6.43	elliott auto supply co inc - four seasons 26779
25	Auto Parts	Brake Disc	WIX	3416	Equivalent	WIX	Each	1	\$38.03	\$38.03	\$38.03	\$38.03	elliott auto supply co inc - four seasons 26779
26	Auto Parts	Brake Disc	NAPA	IC558	Equivalent	NAPA	Each	1	\$11.53	\$11.53	\$11.53	\$11.53	elliott auto supply co inc - four seasons 26779
27	Auto Parts	Brake Disc	NAPA	142-66529	Equivalent	NAPA	Each	1	\$36.52	\$36.52	\$37.19	\$37.19	elliott auto supply co inc - four seasons 26779
28	Auto Parts	Brake Disc	CENTRIC	142-66529	Equivalent	CENTRIC	Each	1	\$0.00	\$0.00	\$0.00	\$0.00	elliott auto supply co inc - four seasons 26779
29	Auto Parts	Brake Disc	CENTRIC	142-66529	Equivalent	CENTRIC	Each	1	\$3.76	\$3.76	\$3.76	\$3.76	elliott auto supply co inc - four seasons 26779
30	Auto Parts	Brake Disc	WIX	57060	Equivalent	WIX	Each	1	\$3.76	\$3.76	\$3.76	\$3.76	elliott auto supply co inc - four seasons 26779
31	Auto Parts	Brake Disc	WIX	51348	Equivalent	WIX	Each	1	\$6.67	\$6.67	\$6.67	\$6.67	elliott auto supply co inc - four seasons 26779
32	Auto Parts	Brake Disc	WIX	1769	Equivalent	WIX	Each	1	\$2.30	\$2.30	\$2.30	\$2.30	elliott auto supply co inc - four seasons 26779
33	Auto Parts	Brake Disc	NAPA	217071	Equivalent	NAPA	Each	1	\$2.30	\$2.30	\$2.30	\$2.30	elliott auto supply co inc - four seasons 26779
34	Auto Parts	Brake Disc	DENSO	234-4071	Equivalent	DENSO	Each	1	\$9.59	\$9.59	\$9.59	\$9.59	elliott auto supply co inc - four seasons 26779
35	Auto Parts	Brake Disc	NAPA	2489	Equivalent	NAPA	Each	1	\$10.54	\$10.54	\$10.54	\$10.54	elliott auto supply co inc - four seasons 26779
36	Auto Parts	Brake Disc	NAPA	F5C10	Equivalent	NAPA	Each	1	\$9.54	\$9.54	\$9.54	\$9.54	elliott auto supply co inc - four seasons 26779
37	Auto Parts	Brake Disc	NAPA	K5568	Equivalent	NAPA	Each	1	\$16.23	\$16.23	\$16.23	\$16.23	elliott auto supply co inc - four seasons 26779
38	Auto Parts	Brake Disc	NAPA	F5110	Equivalent	NAPA	Each	1	\$24.70	\$24.70	\$24.70	\$24.70	elliott auto supply co inc - four seasons 26779
39	Auto Parts	Brake Disc	NAPA	HC0958	Equivalent	NAPA	Each	1	\$15.41	\$15.41	\$15.41	\$15.41	elliott auto supply co inc - four seasons 26779
40	Auto Parts	Brake Disc	NAPA	TS6464	Equivalent	NAPA	Each	1	\$10.55	\$10.55	\$10.55	\$10.55	elliott auto supply co inc - four seasons 26779
41	Auto Parts	Brake Disc	NAPA	555-090	Equivalent	NAPA	Each	1	\$13.81	\$13.81	\$13.81	\$13.81	elliott auto supply co inc - four seasons 26779
42	Auto Parts	Brake Disc	WIX	58369	Equivalent	WIX	Each	1	\$11.99	\$11.99	\$11.99	\$11.99	elliott auto supply co inc - four seasons 26779
43	Auto Parts	Brake Disc	WIX	58955	Equivalent	WIX	Each	1	\$12.20	\$12.20	\$12.20	\$12.20	elliott auto supply co inc - four seasons 26779
44	Auto Parts	Brake Disc	NAPA	U3669	Equivalent	NAPA	Each	1	\$35.33	\$35.33	\$35.33	\$35.33	elliott auto supply co inc - four seasons 26779
45	Auto Parts	Brake Disc	NAPA	25-080680	Equivalent	NAPA	Each	1	\$18.45	\$18.45	\$18.45	\$18.45	elliott auto supply co inc - four seasons 26779
46	Auto Parts	Brake Disc	NAPA	25-28473	Equivalent	NAPA	Each	1	\$10.40	\$10.40	\$10.40	\$10.40	elliott auto supply co inc - four seasons 26779
47	Auto Parts	Brake Disc	NAPA	25-22401	Equivalent	NAPA	Each	1	\$49.92	\$49.92	\$49.92	\$49.92	elliott auto supply co inc - four seasons 26779
48	Auto Parts	Brake Disc	NAPA	406.61002	Equivalent	CENTRIC	Each	1	\$1,293.27	\$1,293.27	\$1,293.27	\$1,293.27	elliott auto supply co inc - four seasons 26779
49	Auto Parts	Brake Disc	CENTRIC	406.61002	Equivalent	CENTRIC	Each	1	\$1,293.27	\$1,293.27	\$1,293.27	\$1,293.27	elliott auto supply co inc - four seasons 26779
50	Additional Parts (Not Listed)	Markup % From Cost on Non-Incentive Parts					Percentage	100%	0%	0%	0%	0%	
51	Additional Parts (Not Listed)	Mark Down % From Cost on Parts With Incentive					Percentage	100%	0%	0%	0%	0%	
Total									\$1,293.27	\$1,293.27	\$1,293.27	\$1,293.27	
Notes									Total reflects no bid pricing.				
Adjusted Total Removing Item # 8, 17, 29 & 30 for Comparison Only									\$1,107.14				

Bid Results for Project Miscellaneous Vehicle Equipment Parts (17-088)
 Issued on 06/15/2017
 Bid Due on June 26, 2017 10:00 AM (Pacific)
 Exported on 07/13/2017

Bidder Info														
VendorID	Vendor Name	Address	City	State	ZipCode	Respondee	Respondee Title	Respondee Phone	Respondee Email	Bid Amount	Format	Bid Submit Date	Bid Status	Responsive
529507	O'Reilly Auto Enterprises LLC	PO Box 1156	Springfield	MO	65801	Vanessa Creech	Bid Analyst II	417-829-5879 Ext.	prohids@oreillyauto.com	\$1,293.27	Electronic	6/21/2017 14:29	Submitted	Yes
529504	Parts Authority	P.O. Box 1529	San Bernardino	CA	92402	Michael G Brown	Fleet Coordinator	570-751-6562 Ext.	mbrown@partsauthority.com	\$1,463.20	Electronic	6/23/2017 13:31	Submitted	Yes
530279	elliott auto supply co inc	1600 east orangethorpe ave	fullerton	CA	92831	dana carney	fleet sales and operations manager	719-599-0237 Ext. 2004	d.carney@fmpco.com	\$1,557.78	Electronic	6/19/2017 13:02	Submitted	Yes



**CITY OF BANNING
CALIFORNIA
INVITATION FOR BID #17-088
MISCELLANEOUS VEHICLE EQUIPMENT PARTS**

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Thursday, June 15, 2017
IFB number	17-088
Deadline for delivery of bid	Monday, June 26, 2017 by 10:00 a.m.

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

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

Vendor Information (vendor to complete and upload online)	
Company name:	O'Reilly Auto Enterprises LLC DBA O'Reilly Auto Parts
Street address:	233 S. Patterson
City and Zip:	Springfield MD 205802
Phone number/Fax number:	4108295879 / 8009250899

**Administrative Services Department
Purchasing Division**

Address: 99 E. Ramsey St., Banning, CA 92220
Telephone: (951) 922-3121
Email: jmccoy@ci.banning.ca.us

BACKGROUND

The City of Banning Public Works Department is soliciting bids to establish an annual purchase order agreement to provide the Fleet Maintenance Division with auto parts for light to medium duty vehicles.

INVITATION FOR BID

Scaled bids will be received by the City of Banning eBid system until June 26, 2017 at 10:00 a.m. and opened publicly online only. Bids must be submitted electronically by visiting the City of Banning PlanetBids Vendor Portal at <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

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

Deadline for submittal of bid Request for Information (RFI's) is June 20, 2017 by 3:00 p.m. local time. Submit all inquiries to Jennifer McCoy, Bidding Facilitator via the Bids Online system at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

INSURANCE REQUIREMENTS

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

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

1) Limits of insurance:

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

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

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

(d) Workers' Compensation insurance as required by law

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

2) Certificate holder should appear as follows:

City of Banning
Attn: (insert name of contract person)
99 E. Ramsey Street
Banning, CA 92220-4837

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

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

- 5) Additional insured endorsement for Auto Liability insurance. The additional insured should read, "The City of Banning, its officers, officials, employees and agents."
- 6) Waiver of subrogation endorsement for Workers' Compensation insurance should read, "The City of Banning, its officers, officials, employees and agents."
- 7) The "Retro Date" must be shown for the Professional Liability insurance. (Only required if contract involves the rendering of a professional service).

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

BUSINESS LICENSES

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

HOW TO SUBMIT A BID

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

Submit one complete bid package through the online eBid system which should include the completed cover page and the completed Line Item Price Quote Sheet. Bids will be accepted electronically only. **Please be sure to select SUBMIT bid when placing your eBid.**

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

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

Bid prices are to include any freight and delivery charges.

Quote your most competitive prices.

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

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

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

Lowest qualified bid may be subject to further negotiations.

SCOPE OF SERVICES

The City of Banning (City) is seeking the services of a qualified vendor to supply Auto parts in the most cost-effective and efficient manner possible. Qualified vendors wishing to respond to IFB #17-088 MISCELLANEOUS VEHICLE EQUIPMENT PARTS, must provide auto parts within 1 hour of order being placed for parts off shelf and 2.5 hours for parts not stock, unless expedited request is submitted. Source of distribution of specified parts must be housed in a location no more than 50 miles from the Corporate Yard located at 176 E. Lincoln St., Banning, CA 92220.

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

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

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

BID PRICE LIST

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

TO THE CITY OF BANNING:

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

O'Reilly Auto Enterprises LLC

DBA O'Reilly Auto Parts

Company Name

233 S. Patterson

Address

Springfield MO 105802

City

State

Zip

Vanessa Creech

Signature of Person Authorized to Sign

Vanessa Creech

Printed Name

Bid Analyst II

Title

6/21/17

Date

City of Banning
Invitation for Bids for Miscellaneous Vehicle Equipment Parts

NOTICE IS HEREBY GIVEN that online bid price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for **IFB #17-088 - Miscellaneous Vehicle Equipment Parts**, on or before the hour of **10:00 a.m. on June 26, 2017**. It shall be the responsibility of the bidder to upload his proposal by the announced time. However, submittals may be submitted at any time prior to the deadline. (Submitted bids may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

BID DOCUMENTS: To obtain a copy of the bid documents, please visit <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. If you are not currently registered with the City of Banning through Planet Bids, please click on the "New Vendor Registration" button and then complete the electronic supplier registration. After registering your firm, click on the "Bid Opportunities" button to view and download the Bid Documents, which include the complete Notice Inviting Bids document. Firms must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

REQUIREMENTS: The successful bidder shall meet all insurance requirements of the City, including \$1,000,000 per occurrence for General, Automobile, Professional, and Employer's Liability. Insurance shall name the City of Banning as additional insured. No bid will be considered unless it is made on a proposal form furnished by the City.

SEALED BIDS DUE: June 26, 2017 and Opened Publicly online only by 10:00 a.m.

Bids must be submitted electronically by visiting the City of Banning PlanetBids Vendor Portal at <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. Click on the "Bid Opportunities" link. Next, "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the Invitation for Bid (IFB). Click on "Place eBid" and follow the instructions.

If you have additional questions, please contact Jennifer McCoy, via online bid system.

City of Banning
99 E. Ramsey St.
P.O. Box 998
City Clerk's Office
Banning, CA 92220-0998
Phone: 951-922-3121
Fax: 951-922-3165

CITY OF BANNING, CALIFORNIA
/s/ Jennifer McCoy
Purchasing Manager

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.

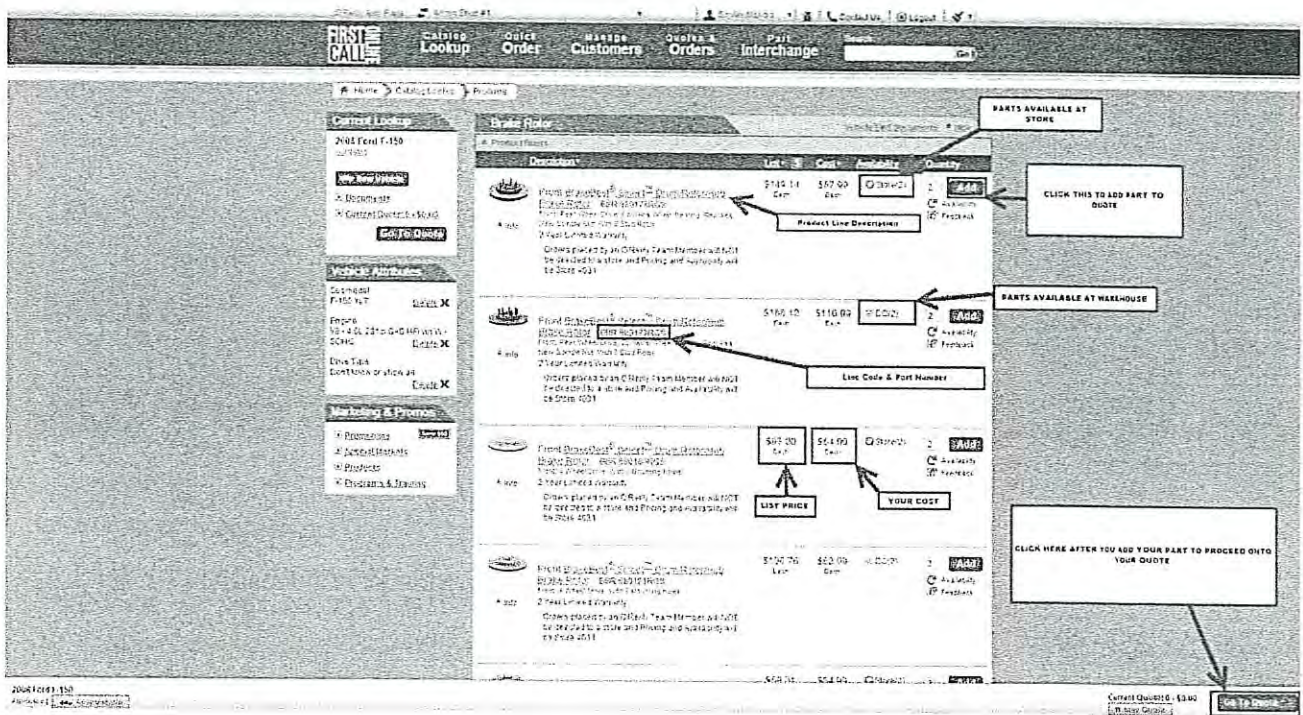
1. **DEFINITIONS:** The term "City" means the City of Banning, California, "Purchasing Manager" means authorized personnel from the Purchasing Division, and "Vendor" or "Contractor" means person, firm or corporation providing the goods and/or services to the City. "Goods" means the products, goods, commodities 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.

Pricing/Catalog

In place of printed price sheets, O'Reilly Automotive Inc. would like the City of Banning to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

- 1) Please navigate your browser to www.firstcallonline.com
- 2) In the upper portion of the screen, select "Parts Lookup".
- 3) The temporary username and password for this proposal will be: un – banning / pw – banningco
- 4) From this point you can look up parts by application, interchange, etc.
- 5) For any technical assistance please call: 1-800-934-2451.

The City's catalog discount will be list price less 41% or better. The cost column will reflect the City's price with all discounts.



Length of Discount Guarantee

The initial term of the contract will be for 12 months with options to renew for continuing 12 month periods. Discounts shall be firm for a 12 month period.

Transportation Terms

Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

Payment Terms and Invoices

Standard terms are 2% 10th, net 20.

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

Products

All products O'Reilly carries will be included in this contract. A complete line card has been included for your reference.

Core Charges

Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price.

Delivery Time

Normal delivery time for stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and in new and resalable condition. All returns will be picked up within seven days of notification, by writing, fax, or email.

Services

Additional value added services O'Reilly provides includes the following:

- Used Battery and Oil Recycling
- Battery Testing
- Custom Hydraulic Hose
- Electrical & Module Testing
- Drum, Rotor, and Flywheel Resurfacing
- Machine Shop Services



**CITY OF BANNING
CALIFORNIA
INVITATION FOR BID #17-088
MISCELLANEOUS VEHICLE EQUIPMENT PARTS**

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Thursday, June 15, 2017
IFB number	17-088
Deadline for delivery of bid	Monday, June 26, 2017 by 10:00 a.m.

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

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

Vendor Information (vendor to complete and upload online)	
Company name:	Parts Authority Metro, LLC
Street address:	535 Tennis Court Lane
City and Zip:	San Bernardino, CA 92408
Phone number/Fax number:	909-885-28886/909-889-3119

**Administrative Services Department
Purchasing Division**

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

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

BACKGROUND

The City of Banning Public Works Department is soliciting bids to establish an annual purchase order agreement to provide the Fleet Maintenance Division with auto parts for light to medium duty vehicles.

INVITATION FOR BID

Sealed bids will be received by the City of Banning eBid system until June 26, 2017 at 10:00 a.m. and opened publicly online only. Bids must be **submitted** electronically by visiting the City of Banning PlanetBids Vendor Portal at <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

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

Deadline for submittal of bid **Request for Information (RFI's) is June 20, 2017 by 3:00 p.m.** local time. Submit all inquiries to Jennifer McCoy, Bidding Facilitator via the Bids Online system at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

INSURANCE REQUIREMENTS

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

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

1) Limits of insurance:

- (a) General Liability insurance with limits of not less than \$1,000,000 for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate
- (b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage
- (c) Professional Liability insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate (only required if contract involves the rendering of a professional service)
- (d) Workers' Compensation insurance as required by law
- (e) Employer's Liability insurance with limits of liability of not less than \$1,000,000, each accident; \$1,000,000 disease each employee; and \$1,000,000 disease policy limit

2) Certificate holder should appear as follows:

City of Banning
Attn: (insert name of contract person)
99 E. Ramsey Street
Banning, CA 92220-4837

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

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

- 5) Additional insured endorsement for Auto Liability insurance. The additional insured should read, "The City of Banning, its officers, officials, employees and agents."
- 6) Waiver of subrogation endorsement for Workers' Compensation insurance should read, "The City of Banning, its officers, officials, employees and agents."
- 7) The "Retro Date" must be shown for the Professional Liability insurance. (Only required if contract involves the rendering of a professional service).

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

BUSINESS LICENSES

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

HOW TO SUBMIT A BID

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

Submit one complete bid package through the online eBid system which should include the completed cover page and the completed Line Item Price Quote Sheet. Bids will be accepted electronically only. **Please be sure to select SUBMIT bid when placing your eBid.**

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

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

Bid prices are to include any freight and delivery charges.

Quote your most competitive prices.

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

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

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

Lowest qualified bid may be subject to further negotiations.

SCOPE OF SERVICES

The City of Banning (City) is seeking the services of a qualified vendor to supply Auto parts in the most cost-effective and efficient manner possible. Qualified vendors wishing to respond to IFB #17-088 MISCELLANEOUS VEHICLE EQUIPMENT PARTS, must provide auto parts within 1 hour of order being placed for parts off shelf and 2.5 hours for parts not stock, unless expedited request is submitted. Source of distribution of specified parts must be housed in a location no more than 50 miles from the Corporate Yard located at 176 E. Lincoln St., Banning, CA 92220.

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

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

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

BID PRICE LIST

Submit your pricing through the City of Banning, eBid system through the PlanetBids Vendor Portal.

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

TO THE CITY OF BANNING:

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

Parts Authority Metro, LLC

Company Name

535 Tennis Court Lane

Address

San Bernardino, CA 92408

City

State

Zip



Signature of Person Authorized to Sign

Michael G Brown

Printed Name

Fleet Coordinator

Title

06/20/2017

Date



CITY OF BANNING

CALIFORNIA

INVITATION FOR BID #17-088

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Vendor Information (vendor to complete and upload online)	
Company name:	Factory Motor Parts
Street address:	1111 E Citrus Street
City and Zip:	Riverside, CA 92507
Phone number/Fax number:	(719) 599-0237 (719) 434-2417

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TO THE CITY OF BANNING:

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

Factory Motor Parts
Company Name

1111 E Citrus Street
Address

Riverside CA 92507
City State Zip

Dana Carney
Signature of Person Authorized to Sign

Dana Carney
Printed Name

Fleet Sales & Operations Mgr
Title

6/19/2017
Date

FACTORYMOTORPARTS™

June 19, 2017

Delivery Exception

City of Banning Delivery Schedule from Factory Motor Parts Riverside Location

Monday-Friday Two Daily Departures from Riverside= 8:30 am and 11:30 am



1380 Corporate Center Curve
Suite 200
Eagan MN 55121-1202
Business: (651) 454-4100
Fax: (651) 454-3309

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: January 9, 2018

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

RECOMMENDATION:

That City Council review and ratify the warrants for period ending **November 30, 2017**, per California Government Code Section 37208.

WARRANT SUMMARY:


Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	161818 - 162306	\$ 3,191,634.77	
Voided / Reissue Check	None	\$ -	
Check Total			\$ 3,191,634.77
Wires Total	954 - 957		\$ 1,641,084.21
ACH payments:			
	9006125 9006142		
Payroll Direct Deposit 11/9/2017		\$ 317,883.27	
Payroll Direct Deposit 11/24/2017		\$ 359,737.32	
Other Payments		\$ 573,873.36	
ACH Total			\$ 1,251,493.95
Payroll Checks:			
	11198 - 11215		
Payroll - Regular 11/9/2017		\$ 3,668.20	
Payroll - Regular 11/24/2017		\$ 2,828.93	
Payroll - Regular 11/27/2017 - Manual		\$ 9,032.62	
Payroll Check Total			\$ 15,529.75
Total Warrants Issued for November 2017			\$ 6,099,742.68

ATTACHMENTS:

- Fund List
- Warrant List November 2017
- Warrant List Detail November 2017
- Voided Check Log – November 2017
- Payroll Log
- Payroll Registers

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

Approved by:



Rochelle Clayton
Deputy City Manager

ATTACHMENTS:

- Fund List
- Warrant List November 2017
- Warrant List Detail November 2017
- Voided Check Log – November 2017
- Payroll Log
- Payroll Registers

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

Approved by:

Alejandro Diaz
Interim City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

001 General Fund Departments

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

All Other Funds

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

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

City of Banning
Warrant List November 2017

Check Number	Vendor Name	Warrant Amount
954	RIVERSIDE PUBLIC UTILITIES	923,085.07
955	U.S. BANK	689,271.88
956	GRANDPOINT BANK - ESCROW ACCOUNT	12,990.26
957	GRANDPOINT BANK - ESCROW ACCOUNT	15,737.00
161818	ACE	531.74
161819	ADVANCE WORKPLACE STRATEGIES INC	67.00
161820	AETNA LIFE INSURANCE	450.40
161821	AL'S KUBOTA TRACTOR	133.43
161822	ARIAS, JOE	32.00
161823	ARROW STAFFING SERVICE	1,093.20
161824	AT&T MOBILITY	1,111.22
161825	BABCOCK LABORATORIES, INC	331.00
161826	BAEZA, HECTOR	48.00
161827	BATTERY SYSTEMS, INC	2,609.07
161828	BEAUMONT CHAMBER OF COMMERCE	35.00
161829	BEAUMONT DO IT BEST HOME CENTER	307.18
161830	BEAUMONT, CITY OF	32,356.75
161831	BENDIX, DEBORAH	10.42
161832	BJ'S RENTALS INC	200.75
161833	BLACKWELL, CAROL	336.24
161834	BLUE SHIELD OF CALIFORNIA	66,964.73
161835	CA. ST. DEPT OF TRANSPORTATION	1,606.36
161836	CALIFORNIA, STATE OF	2,045.00
161837	CAPITAL REALTY ANALYSTS, INC	10,500.00
161838	CAROLLO ENGINEERS	26,496.69
161839	CDW GOVERNMENT, INC	349.00
161840	CORTEZ-JASSO, VICTOR	16.00
161841	CREATIVE BUS SALES INC	365.98
161842	DANGELO CO	209.66
161843	DARUMAYA	386.95
161844	DEX MEDIA	39.95
161845	DIAMOND ENVIRONMENTAL SERVICES	404.79
161846	DIAMOND HILLS CHEVROLET BUICK GMC	111.70
161847	DIRECTV	23.25
161848	EL CHICANO	331.63
161849	FEOLA, JOSEPH	2,443.60
161850	FLOYD SR, ERNEST	32.00
161851	FRAWLEY, KENNETH & GEORGIA	91.04
161852	FRONTIER COMMUNICATIONS	1,550.87
161853	GARCIA, VIRGINIA	24.42
161854	GAS COMPANY, THE	124.36
161855	GUERRERO, CRISTOVAL	32.00
161856	HAHN, MICHAEL	16.00
161857	HARPER, KRIS	32.00
161858	HD SUPPLY WATERWORKS, LTD	449.91
161859	HIXENBAUGH, MERINDA & TERRY	66.02
161860	HOWARD, FATIMAH	75.00
161861	KAPLAN, DAVID & SUSAN	53.67
161862	KLAUSNER, EILEEN	50.00
161863	LITHOPASS PRINTING, FORMS,	474.20
161864	LOGAN, KIERAN	32.00
161865	LYNCH, MIKE	16.00
161866	MARTIN, VALERIA	16.00
161867	MASUNE INC	299.38

City of Banning
Warrant List November 2017

Check Number	Vendor Name	Warrant Amount
161868	MILLER, JONI	139.68
161869	MOLEDOR, JEROME	16.00
161870	MORENO &, MARIA	109.37
161871	MST BACKFLOW	683.88
161872	NAASZ, CALEB	204.00
161873	OFFICE DEPOT	198.65
161874	P&P UNIFORMS	522.59
161875	PADILLA, FRANCISCA	41,558.22
161876	PARKHOUSE TIRE, INC.	2,265.46
161877	PARTS AUTHORITY METRO, LLC	195.35
161878	POWERHOUSE INVESTMENT PROP	140.77
161879	PRUDENTIAL OVERALL SUPPLY	281.48
161880	PUBLIC AGENCY RETIREMENT SERVICES	300.00
161881	RACEWAY FORD INC	4,813.46
161882	RELIABLE WORKPLACE SOLUTIONS	425.41
161883	RIVERSIDE, COUNTY OF	257.50
161884	ROW TRAFFIC SAFETY, INC	1,192.79
161885	RUIZ, DANIEL & KASSONDRA	127.44
161886	SAMPSON, LAURIE	32.00
161887	SAN BERNARDINO CO SHERIFF'S DEPT	740.00
161888	SAN GORGONIO PASS DESIGN AND PRINT	25.86
161889	SANDOVAL, ANA	16.00
161890	SHRED-IT USA, LLC	97.20
161891	SMART & FINAL	158.42
161892	SONSRAY MACHINERY LLC	1,859.50
161893	SOUTHERN CALIFORNIA EDISON	1,003.58
161894	SOUTHERN CALIFORNIA GAS CO	7,080.75
161895	STALNAKER, STEPHEN & DEANNE	142.89
161896	STATE WATER RESOURCES CONTROL	304,288.71
161897	STATEWIDE TOWING & RECOVERY, INC	905.00
161898	STUART, DAMON	16.00
161899	THORNTON, CHRIS	16.00
161900	TIME WARNER CABLE	108.01
161901	ULTRA INVESTMENTS, INC	98.93
161902	VERIZON WIRELESS	2,087.44
161903	WELLS FARGO CARD SERVICES INC	4,036.24
161904	ZHONG &, KAI DONG	114.32
161905	DIAMOND HILLS CHEVROLET BUICK GMC	80,162.87
161906	PRESS-ENTERPRISE, THE	338.80
161907	RDO EQUIPMENT CO	1,724.01
161908	A-Z BUS SALES, INC. (COLTON)	165.56
161909	AIRGAS USA, LLC	164.70
161910	AL'S KUBOTA TRACTOR	323.79
161911	ALTERNATIVE TECHNOLOGIES, INC	270.00
161912	ANIXTER, INC	1,399.97
161913	ARROW STAFFING SERVICE	9,201.41
161914	ARTISTIC MAINTENANCE, INC.	5,120.00
161915	AT&T GLOBAL CUSTOMER CARE CENTER	374.44
161916	AVERY, ALEXANDRA	16.00
161917	AVILA, VINCENT	240.11
161918	BANNING POLICE OFFICERS ASSOC	2,500.00
161919	BARRIBAL, KATHRYN	108.52
161920	BARTON, JUDITH MARGARET	80.50
161921	BEAUMONT DO IT BEST HOME CENTER	76.08

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Check Number	Vendor Name	Warrant Amount
161922	BENDER, BEVERLY	172.27
161923	BENHAR, DIANA T	252.70
161924	BLAND, KATIANA	176.40
161925	BOGUNOVIC, JOVO & ANNELIE	45.31
161926	BOOTH, CATHY	119.26
161927	CAL HOMES GROUP	139.38
161928	CALDERON, SANDRA B	10.70
161929	CALIFORNIA ASSOCIATION OF PUBLIC	225.00
161930	CALIFORNIA LAW ENFORCE ASSN	661.50
161931	CARTE GRAPH SYSTEMS INC.	3,722.04
161932	CASTANEDA, SANDRA	50.00
161933	CDW GOVERNMENT, INC	1,803.99
161934	CHACON, ARTHUR	16.00
161935	CHARLES ABBOTT ASSOCIATES, INC	10,725.14
161936	COLONIAL INSURANCE	18,569.55
161937	COOK, SHARON	198.02
161938	COZAD & FOX, INC	18,319.92
161939	CRAGHEAD, VERONICA	16.00
161940	CUSTOM TROPHIES & U-NEEK AWARDS	77.31
161941	DARLING INVESTMENT	135.99
161942	DIAMOND HILLS CHEVROLET BUICK GMC	96.26
161943	DIS-TRAN PACKAGED SUBSTATIONS, LLC	139,050.01
161944	DPREP	146.00
161945	DSM MASONRY, CONCRETE AND TILE, INC	205.00
161946	DUEY, JEFFREY S	6.56
161947	FEOLA, JOSEPH	12.00
161948	FIELD, MATT	177.00
161949	FLEET SERVICES INC	77.15
161950	FP CONTRACTING, INC.	146.85
161951	FRESH START HOMES, LLC	80.36
161952	FRONTIER COMMUNICATIONS	(0.00)
161953	GARCIA, CHARLES A & JO-ANN	33.23
161954	GAS COMPANY, THE	93.01
161955	GRAINGER	1,186.13
161956	GUEVARA, LOUIS J & SARAH	46.85
161957	HANER, SYLVIA E	127.94
161958	HASKELL REALTY	114.69
161959	HOLIDAY INN	462.30
161960	HOME DEPOT #8987	238.51
161961	I.B.E.W. LOCAL 47 (PAC)	60.00
161962	I-SHRED	400.00
161963	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,041.32
161964	ICMA RETIREMENT TRUST 457	1,399.86
161965	IRIBE, GRACE	9.40
161966	JAUREGUI, ROBERTO	12.00
161967	KESTER, ELIZABETH	124.94
161968	KLAUSNER, EILEEN	157.92
161969	KOLLER, MARIE V.	31.50
161970	LANDSCAPE DYNAMICS	8,840.00
161971	LEAGUE OF CALIFORNIA CITIES	100.00
161972	LEROUGE, JERRY D	52.50
161973	LITHOPASS PRINTING, FORMS,	157.79
161974	MACIAS, JIM B & CAROLE	87.84
161975	MARTIN, VALERIA	50.00

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Check Number	Vendor Name	Warrant Amount
161976	MC AVOY & MARKHAM	20,091.06
161977	MCDOWELL, CYNTHIA	164.36
161978	MCLAUGHLIN, CARNELLE	324.37
161979	NAASZ, CALEB	49.01
161980	NATIONWIDE RETIREMENT SOLUTIONS	3,408.39
161981	NEPOMUCENO &, NOEL	95.63
161982	NOLAN, MIKE	12.00
161983	OFFICE DEPOT	1,580.60
161984	OLIN CORPORATION DBA	2,858.17
161985	PARS	614.90
161986	PARTS AUTHORITY METRO, LLC	386.44
161987	PDQ INVESTMENTS, LLC	36.77
161988	PEREZ, JORGE	300.00
161989	PETTY CASH CUSTODIAN-COMM SVCS	99.33
161990	PINNACLE PROMOTIONS, INC	1,078.89
161991	PRE-PAID LEGAL SERVICES, INC	327.88
161992	PRESS-ENTERPRISE, THE	523.60
161993	PRUDENTIAL OVERALL SUPPLY	379.38
161994	RACEWAY FORD INC	140.02
161995	RECORD GAZETTE, THE	489.99
161996	ROBERTSON'S	159.28
161997	RUEHLE, TARA SHAWN M	287.00
161998	SAN BERNARDINO PUBLIC EMPLOYEES	625.38
161999	SARRINGAR, ARYANA DANNIEL	17.50
162000	SCCI, INC DBA	250.00
162001	SEGURA, JENNIFER	12.00
162002	SHERRARD, GLYNIS AND/OR CITY OF	147.55
162003	SHRED-IT USA, LLC	54.00
162004	SISAVANH, SENGSOULICHAN	55.63
162005	SMITH, LOIS E	35.00
162006	SOUTHERN CALIFORNIA EDISON	367.40
162007	SPOK, INC	41.14
162008	STAFFORD, CHERYL	82.00
162009	STANTEC CONSULTING SERVICES, INC	15,375.00
162010	SUEZ BANNING	56,533.00
162011	SUN LIFE FINANCIAL	19,292.82
162012	SUPERION	226.76
162013	TELEPACIFIC COMMUNICATIONS	5,469.20
162014	THESIER, DEREK	40.00
162015	THORNTON, CHRIS	205.00
162016	TIME WARNER CABLE	1,716.53
162017	TITAN ENVIRONMENTAL SOLUTIONS, INC	1,780.00
162018	TOSTADO, ROSA E	85.86
162019	UNDERGROUND SERVICE ALERT	127.15
162020	UNITED WAY OF THE INLAND VALLEY	10.00
162021	UTILITY TREE SERVICE	8,800.00
162022	VALDIVIA &, BRANDEE D	29.73
162023	VANGUARD UTILITY SERVICE, INC	103,867.63
162024	VERIZON WIRELESS	14.04
162025	VIRGINIA TRANSFORMER CORP	352,494.83
162026	VULCAN MATERIALS	1,602.41
162027	V2C GROUP, INC	9,932.00
162028	WASHINGTON, MARK	16.00
162029	WELLS FARGO CARD SERVICES INC	1,411.84

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Check Number	Vendor Name	Warrant Amount
162030	WESTERN RIVERSIDE COUNCIL	6,000.00
162031	WESTRUX INTERNATIONAL INC	958.91
162032	WORTH, BARBARA	106.38
162033	YEDWALSKY, HARVEY	345.23
162034	ZENNER PERFORMANCE METERS, INC	150.00
162035	ACE	390.41
162036	ADVANCE WORKPLACE STRATEGIES INC	56.00
162037	AL'S KUBOTA TRACTOR	281.41
162038	ALBERT A. WEBB ASSOCIATES	14,410.00
162039	ALESHIRE & WYNDR, LLP	4,865.86
162040	ALL WEATHER, INC	2,200.00
162041	ALLEN REBUILT, INC	316.00
162042	ANDRADE, DANIELA	48.36
162043	ARTISTIC MAINTENANCE, INC.	8,760.00
162044	ASBURY ENVIRONMENTAL SERVICES DBA	314.63
162045	AT&T CALNET 2	290.38
162046	ATLAS BUSINESS SOLUTIONS, INC	844.80
162047	AVERY, ALEXANDRA	16.00
162048	AYRES HOTEL ANAHEIM	761.95
162049	AYRES HOTEL ANAHEIM	761.95
162050	BABCOCK LABORATORIES, INC	1,368.00
162051	BADGETT, STEPHEN H	189.39
162052	BEAUMONT DO IT BEST HOME CENTER	769.40
162053	BLACKWELL, CAROL	350.24
162054	BLAUNER, DAHLIA	3.02
162055	BRIDGESTONE HOSEPOWER, LLC	417.40
162056	CALDERON, SANDRA B	16.00
162057	CDW GOVERNMENT, INC	154.38
162058	CELL BUSINESS EQUIPMENT (CBE)	5,452.47
162059	CHACON, ARTHUR	16.00
162060	CHARLES ABBOTT ASSOCIATES, INC	3,480.76
162061	COLLINS, ELIZABETH	70.31
162062	CORELOGIC INFORMATION SOLUTIONS INC	216.68
162063	CUSTOM TROPHIES & U-NEEK AWARDS	474.10
162064	DANIELS TIRE SERVICE	154.50
162065	DATUIN JR, CORNELIO	16.00
162066	DAVIS, JOSEPH	193.75
162067	ELITE FIRE PROTECTION	299.76
162068	ELIZONDO, MARIO	16.00
162069	ENVIRONMENTAL CONSTRUCTION, INC	246,815.00
162070	EVIDENT, INC.	264.73
162071	FALTO, CONSTANCE	176.54
162072	FEDEX	60.72
162073	FISHER, ROBERT	621.00
162074	FOSTER, SCOTT	79.50
162075	FOX OCCUPATIONAL MEDICAL CENTER	325.00
162076	FRONTIER COMMUNICATIONS	1,875.43
162077	FROST, JEFF	62.50
162078	HEADLEY, MARTIN	129.93
162079	HERNANDEZ, VICKIE MARIE	117.74
162080	HOLT ARCHITECTS INC	2,398.70
162081	HOME DEPOT #8987	89.04
162082	I.B.E.W. LOCAL 47	7,362.22
162083	JENKINS & HOGIN, LLP	71,458.13

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Check Number	Vendor Name	Warrant Amount
162084	KAWECKI, MICHAEL	16.00
162085	KIM, SHANNON & LISA	69.78
162086	KUE, GER	16.00
162087	LEAF	613.85
162088	LEIDOS ENGINEERING, LLC	32,713.12
162089	LIEBERT CASSIDY WHITMORE	182.00
162090	MARTIN, VALERIA	2,244.00
162091	MARTINEZ, ALFONSO	69.87
162092	MASTEN, STAR	142.24
162093	MERCHANTS BUILDING MAINTENANCE, LLC	20,070.76
162094	MOLEDOR, JEROME	105.00
162095	MORGAN, AMANDA	73.05
162096	MOSS BROS CDJR SAN BERNARDINO	58.29
162097	OFFICE DEPOT	746.89
162098	ONE SOURCE DISTRIBUTORS	4,474.86
162099	PACKHAM & TOOMEY, INC	1,645.54
162100	PARKHOUSE TIRE, INC.	305.72
162101	PARTS AUTHORITY METRO, LLC	764.60
162102	PAYPRO ADMINISTRATORS	138.00
162103	PEREZ, CYNTHIA & HENRY	73.87
162104	PRATT, EDWARD	191.57
162105	PRESS-ENTERPRISE, THE	761.20
162106	PRUDENTIAL OVERALL SUPPLY	510.69
162107	RAINEY-AUBRY, VICKI	200.64
162108	RAMIREZ, CHRISTINE	145.18
162109	RAPID DATA INC.	850.00
162110	RELIABLE WORKPLACE SOLUTIONS	140.42
162111	RON'S BEE SERVICE	100.00
162112	RUELAS, ELIAS	135.32
162113	SAYESKI, CHRISTOPHER	12.00
162114	SIBOLE, BRAD A	103.29
162115	SIEMENS INDUSTRY, INC	2,431.35
162116	SILVER & WRIGHT, LLP	11,319.66
162117	SMART & FINAL	37.13
162118	SO CAL WEST COAST ELECTRIC, INC	1,928.00
162119	SOLIS &, ALEJANDRA	78.58
162120	SONSRAY MACHINERY LLC	809.82
162121	SOUTHERN CALIFORNIA GAS CO	6,176.76
162122	STONE, PAMELA	32.00
162123	THE SOCO GROUP, INC.	476.48
162124	ULINE	890.84
162125	UNITED ROTARY BRUSH CORPORATION	487.18
162126	UTILITY TREE SERVICE	8,800.00
162127	VERIZON WIRELESS	228.06
162128	VILLEGAS, JOSE	185.27
162129	VIRGINIA TRANSFORMER CORP	10,154.17
162130	VISTA PAINT	781.65
162131	VULCAN MATERIALS	3,007.14
162132	WARE, KENNITH	16.00
162133	WASTE MANAGEMENT OF THE	236,481.70
162134	WELDOR'S SUPPLY AND STEEL	100.85
162135	WELLS, KAREN	172.74
162136	WESTRUX INTERNATIONAL INC	7,829.48
162137	WHENEVER COMMUNICATIONS, LLC	278.94

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Check Number	Vendor Name	Warrant Amount
162138	WOODARD & CURRAN, INC	107,640.81
162139	YANG, CHE	29.98
162140	ZEIGLER- LYONS, NANCY E	97.90
162141	ZENNER PERFORMANCE METERS, INC	50.00
162142	AL'S KUBOTA TRACTOR	73.77
162143	AMERICAN FORENSIC NURSES	6,900.00
162144	APOSTOLIC ASSEMBLY	97.50
162145	ARROW STAFFING SERVICE	165.30
162146	ARROYO BACKGROUND INVESTIGATIONS	1,320.00
162147	AUSTRUM, RICHARD & DIANA	120.71
162148	AVERY, ALEXANDRA	48.00
162149	BARNES & THORNBURG AS ESCROW AGENTS	4,950.00
162150	BEAUMONT DO IT BEST HOME CENTER	70.64
162151	BEAUMONT SAFE & LOCK	23.71
162152	BEAUMONT, CITY OF	0.00
162153	BIO-TOX LABORATORIES	8,135.50
162154	BOUCHARD, TRISTA	105.46
162155	BT SUPPLIES WEST	667.03
162156	CALIFORNIA PARK & REC SOCIETY	1,700.00
162157	CALIFORNIA, STATE OF	236.00
162158	CALIFORNIA, STATE OF	2,554.00
162159	CAPITAL REALTY ANALYSTS, INC	1,800.00
162160	CAROLLO ENGINEERS	32,474.33
162161	CARTER, HAROLD EDWARD & JO ANN	2,950.50
162162	CDW GOVERNMENT, INC	4,022.26
162163	CHARLES ABBOTT ASSOCIATES, INC	4,992.50
162164	CIVICPLUS	6,000.00
162165	COSTAR REALTY INFORMATION, INC	153.20
162166	DAVIS, JONATHAN	32.00
162167	DE LA FUENTE, SONJA	16.00
162168	DIAZ, ALEJANDRO	496.49
162169	DIMITRIJEVICH, JAMES	38.24
162170	DIRECTV	23.25
162171	ENVIRONMENTAL KLEAN-UP DBA	5,591.00
162172	FEDEX	178.58
162173	FRONTIER COMMUNICATIONS	4,541.67
162174	GAS COMPANY, THE	100.93
162175	GONZALEZ, ARMIDA	102.43
162176	GRAINGER	208.49
162177	GUERRERO, CRISTOVAL	16.00
162178	HARDER, TERRY	80.95
162179	HERNANDEZ, VICKIE MARIE	48.00
162180	HERRERA, ANITA	55.46
162181	HOME DEPOT #8987	526.87
162182	HR GREEN CALIFORNIA, INC.	1,001.50
162183	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,350.57
162184	ICMA RETIREMENT TRUST 457	1,399.86
162185	INNOVATIVE FEDERAL STRATEGIES	3,500.00
162186	IRON MOUNTAIN INFORMATION MGMT, LLC	369.74
162187	KHAN PROPERTIES AND HOLDINGS, LLC	73,095.54
162188	L. J. Z., LLC	88.65
162189	LAM, ANGIE	229.98
162190	LEWIS BRISBOIS BISGAARD & SMITH LLP	19.50
162191	LOPEZ, LEILA	16.00

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162192	LYNCH, MIKE	16.00
162193	MORRIS, CARL	250.00
162194	MORROW, JEFFREY	185.09
162195	MST BACKFLOW	4,560.00
162196	MUNICIPAL CODE CORPORATION	2,291.45
162197	NAASZ, CALEB	145.00
162198	NATIONWIDE RETIREMENT SOLUTIONS	3,408.39
162199	OFFICE DEPOT	1,312.15
162200	ON TRAC	50.13
162201	PACKHAM & TOOMEY, INC	228.96
162202	PARS	431.51
162203	PARTS AUTHORITY METRO, LLC	482.12
162204	PRUDENTIAL OVERALL SUPPLY	140.88
162205	RECORD GAZETTE, THE	854.86
162206	RELIABLE WORKPLACE SOLUTIONS	817.82
162207	RIVERSIDE, COUNTY OF	686.00
162208	ROMO PLANNING GROUP, INC.	9,620.00
162209	SAFETY VISION, LLC	1,426.02
162210	SIEMENS INDUSTRY, INC	1,111.13
162211	SILVER & WRIGHT, LLP	8,184.76
162212	SOUTHERN CALIFORNIA EDISON	57.65
162213	STATEWIDE TOWING & RECOVERY, INC	450.00
162214	STOEL RIVES, LLP	9,416.00
162215	TRANSACT TECHNOLOGIES	103.24
162216	U.S. BANK	2,475.00
162217	UNITED WAY OF THE INLAND VALLEY	10.00
162218	VERIZON WIRELESS	375.11
162219	VERIZON WIRELESS	2,399.70
162220	VILLEGAS, JOSE	3.94
162221	WEBSTER, DENNIS	340.84
162222	WESTERN RIVERSIDE REGIONAL	760.55
162223	YOUNGBLOOD & ASSOCIATES	225.00
162224	ZENNER PERFORMANCE METERS, INC	50.00
162225	ZOELLER, SUSAN	106.44
162226	ADVANCE WORKPLACE STRATEGIES INC	275.16
162227	AIR & HOSE SOURCE INC	50.47
162228	AIRGAS USA, LLC	689.75
162229	AL'S KUBOTA TRACTOR	754.92
162230	AMNATKA &, MANISONE	146.21
162231	ARPENI, ANDREASIAN	60.82
162232	ARROW STAFFING SERVICE	1,904.00
162233	ARROYO BACKGROUND INVESTIGATIONS	1,340.00
162234	AVILA, VINCENT	2,484.00
162235	BABCOCK LABORATORIES, INC	1,090.00
162236	BANNING CHAMBER OF COMMERCE	350.00
162237	BEAUMONT CHERRY VALLEY WATER	1,956.48
162238	BEAUMONT DO IT BEST HOME CENTER	50.68
162239	BEAUMONT, CITY OF	370.38
162240	BLUE SHIELD OF CALIFORNIA	68,676.49
162241	CANON FINANCIAL SERVICES, INC	1,184.35
162242	CDW GOVERNMENT, INC	671.01
162243	CORE AND MAIN, LP	921.79
162244	COUNSELING TEAM INTERNATIONAL, THE	700.00
162245	CULVER-NEWLIN	2,291.84

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162246	DEUSENBERRY, DANIEL	160.00
162247	DEX MEDIA	39.95
162248	EAST VALLEY WATER DISTRICT	400.00
162249	FERRELLGAS	65.00
162250	FIELD, MATT	72.00
162251	FOSTER, SCOTT	79.50
162252	FRONTIER COMMUNICATIONS	599.15
162253	FRONTIER COMMUNICATIONS	245.79
162254	GAS COMPANY, THE	304.76
162255	HOME DEPOT #8987	46.76
162256	INFOSEND, INC	5,172.19
162257	INNOVATIVE EMERGENCY EQUIPMENT	2,590.36
162258	INNOVATIVE FEDERAL STRATEGIES	3,500.00
162259	JIMENEZ, LINDA	160.00
162260	KAISER FOUNDATION HEALTH	30,199.39
162261	KAWECKI, MICHAEL	16.00
162262	KEMIRA WATER SOLUTIONS INC	3,087.86
162263	LEIDOS ENGINEERING, LLC	461.49
162264	LESLIE'S POOL SUPPLIES INC.	4,627.53
162265	LIEBERT CASSIDY WHITMORE	182.00
162266	LITHOPASS PRINTING, FORMS,	43.10
162267	LYNN MERRILL AND ASSOCIATES, INC	4,932.48
162268	MERCURY DISPOSAL SYSTEM, INC	272.00
162269	MILLER, DIANA W	5.64
162270	MOORE FENCE COMPANY, INC	4,168.25
162271	NATIONWIDE RETIREMENT SOLUTIONS	50.00
162272	OFFICE DEPOT	1,007.04
162273	ORANGE COUNTY SHERIFF'S DEPARTMENT	80.00
162274	ORANGE COUNTY SHERIFF'S DEPARTMENT	80.00
162275	PREMIER PAVING INC	262.88
162276	PRESS-ENTERPRISE, THE	160.60
162277	PRUDENTIAL OVERALL SUPPLY	260.00
162278	RICHARDS WATSON GERSHON	31,244.41
162279	ROBERTSON'S	159.28
162280	RON'S BEE SERVICE	200.00
162281	SAGASTUME, CARLOS	115.12
162282	SCCI, INC DBA	250.00
162283	SCE	438.15
162284	SHRED-IT USA, LLC	302.40
162285	SMART & FINAL	92.92
162286	SOTO, KAREN	39.99
162287	SOUTHERN CALIFORNIA EDISON	1,028.85
162288	SOUTHERN CALIFORNIA JOINT POLE	677.57
162289	STERLING TALENT SOLUTIONS	189.85
162290	STEVEN ENTERPRISES INC	325.00
162291	SUN LIFE FINANCIAL	18,720.42
162292	SYNAGRO TECHNOLOGIES INC	4,024.04
162293	THE SOCO GROUP, INC.	87,625.10
162294	THORNTON, CHRIS	25.00
162295	TIME WARNER CABLE	160.44
162296	TURBO DATA SYSTEMS INC	286.10
162297	UNITED STATES POSTAL SERVICE	5,000.00
162298	USDA FOREST SERVICE	1,020.08
162299	UTILITY TREE SERVICE	8,800.00

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162300	VANGUARD UTILITY SERVICE, INC	87,636.95
162301	VULCAN MATERIALS	55.81
162302	WARE, KENNITH	16.00
162303	WASTE MANAGEMENT OF THE	255,177.05
162304	WELLS FARGO CARD SERVICES INC	432.49
162305	YANDELL, MARIA G	79.89
162306	YOUNGBLOOD & ASSOCIATES	200.00
9006125	INTERNAL REVENUE SERVICE	14.31
9006126	WELLS FARGO BANK	207.53
9006127	CALPERS 457 PLAN - 450260	38,592.62
9006128	CA. ST. PUBLIC EMPLOYEES	77,916.65
9006129	WELLS FARGO BANK	317,883.27
9006130	CA. ST. EMPLOYMENT DEV. DEPT.	17,786.99
9006131	INTERNAL REVENUE SERVICE	129,283.30
9006132	TASC	5,491.24
9006133	WELLS FARGO BANK	500.00
9006134	CALPERS 457 PLAN - 450260	41,804.55
9006135	CA. ST. PUBLIC EMPLOYEES	78,842.82
9006136	WELLS FARGO BANK	359,737.32
9006137	INTERNAL REVENUE SERVICE	149,295.73
9006138	CA. ST. EMPLOYMENT DEV. DEPT.	23,171.60
9006139	TASC	8,168.71
9006140	WELLS FARGO BANK	500.00
9006141	CA. ST. EMPLOYMENT DEV. DEPT.	346.04
9006142	INTERNAL REVENUE SERVICE	1,951.27
Grand Total		6,087,728.93
	Less Voided / Reissued Checks from Prior Period	(3,516.00)
	Less Voided Checks Prior Period	-
	Add Payroll Checks	15,529.75
	Total Remittance for Month	<u>6,099,742.68</u>

City of Banning
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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
954	11/6/2017	RIVERSIDE PUBLIC UTILITIES	197		670-7000-331.20-01	INTEREST REVENUE NOVEMBER 2017	(560.72)
					670-7000-356.38-10	ENERGY REVENUE NOVEMBER 2017	(180,348.74)
					670-7000-356.38-17	CRR REVENUE NOVEMBER 2017	(36,900.14)
					670-7000-356.38-20	TRANS REVENUE NOVEMBER 2017	(135,308.87)
					670-7010-473.27-09	S & D EXPENSE NOVEMBER 2017	51,024.00
					670-7010-473.27-50	CAPACITY EXPENSE NOVEMBER 2017	936,231.21
					670-7010-473.27-60	ENERGY EXPENSE NOVEMBER 2017	40,055.77
					670-7010-473.27-70	TRANS EXP NOVEMBER 2017	240,915.85
					670-7010-473.33-02	LEGAL EXPENSE NOVEMBER 2017	5,360.71
					675-7020-473.42-58	ENERGY EFFICIENCY NOVEMBER 2017	2,616.00
955	11/8/2017	U.S. BANK	743120		678-7000-473.62-18	INTEREST DUE	689,271.88
956	11/28/2017	GRANDPOINT BANK - ESCROW ACCOUNT	2016-04-03 RET		855-0000-101.19-10	ESCROW ACCOUNT GRANDPOINT BANK RETAINAGE	12,990.26
					855-0000-238.00-00	NON-CURRENT LIABILITIES RETENTIONS PAYABLE	(12,990.26)
					855-0000-238.00-00	ESCROW ACCOUNT GRANDPOINT BANK RETAINAGE	12,990.26
					855-0000-238.00-00	NON-CURRENT LIABILITIES RETENTIONS PAYABLE	15,737.00
957	11/30/2017	GRANDPOINT BANK - ESCROW ACCOUNT	2016-04-02 RET		855-0000-101.19-10	INTEREST DUE	0.00
					855-0000-238.00-00	ESCROW ACCOUNT GRANDPOINT BANK RETAINAGE	140.29
161818	11/2/2017	ACE	103438	028772	702-3800-480.38-52	3G FORD ALT. 130 AMP	391.45
			104216	028772	702-3800-480.38-52	24 VOLT ALTERNATOR, #223	67.00
161819	11/2/2017	ADVANCE WORKPLACE STRATEGIES INC	362378	028620	001-1300-412.33-32	OCT DRUG TEST CHRGS	450.40
161820	11/2/2017	AETNA LIFE INSURANCE	JULY 2017		001-1300-412.33-32	AETNA HEALTH INS PREMIUM JULY 2017	133.43
161821	11/2/2017	AL'S KUBOTA TRACTOR	103784	028540	001-0000-204.31-00	GENERATOR-MAINT/PARTS	32.00
161822	11/2/2017	ARIAS, JOE	MEAL 10/09/17		660-6300-471.45-16	1022 S 22ND ST BROKEN CROSS ARM	1,093.20
161823	11/2/2017	ARROW STAFFING SERVICE	101570		670-7000-473.25-06	ROCK, SUSAN W/E 10/14/17	1,111.22
161824	11/2/2017	AT&T MOBILITY	992351038XOCT17	028636	001-2200-421.26-05	ACCT # 992351038 SEP 12, 2017 - OCT 11, 2017	130.00
161825	11/2/2017	BABCOCK LABORATORIES, INC	B170369-0030	028636	660-6300-471.23-32	COLIFORMS, HEX CHROMIUM	165.00
			B170373-0030	028636	660-6300-471.23-32	COULFORMS P/A MMO/MUG	36.00
			B170375-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	32.00
			MEAL 10/13/17		660-6300-471.25-06	SERVICE LEAK @ 5127 RIVIERA	16.00
161826	11/2/2017	BAEZA, HECTOR	MEAL 10/16/17		660-6300-471.25-06	TURN METER ON @ 892 APRIL	(32.33)
161827	11/2/2017	BATTERY SYSTEMS, INC	4061059	028781	702-3800-480.38-52	CREDIT FOR BATTER CORE	418.08
			4061593	028781	702-3800-480.38-52	BATTERIES	753.94
			4068991	028781	702-3800-480.38-52	BATTERY	211.04
			4071165	028781	702-3800-480.38-52	BATTERY	162.06
			4090657	028781	702-3800-480.38-52	BATTERY	107.75
			4090671	028781	702-3800-480.38-52	BATTERY	75.43
			4094207	028781	702-3800-480.38-52	BATTERY	645.52
			4127012	028781	702-3800-480.38-52	BATTERIES	105.52
			4129544	028781	702-3800-480.38-52	BATTERY	162.06
			4175202	028781	702-3800-480.38-52	BATTERY	35.00
161828	11/2/2017	BEAUMONT CHAMBER OF COMMERCE	7843	028527	001-1200-412.23-05	DR JOHN HUSING LUNCHEON PHIL SOUTHWARD ATTENDEE	24.29
161829	11/2/2017	BEAUMONT DO IT BEST HOME CENTER	446235	028527	001-3200-412.30-02	ELECTRICAL SUPPLIES	3.85
			446679	028527	660-6300-471.30-02	1 1/2" COUPLING	22.40
			447281	028527	001-3200-412.30-02	4# 3" CHLORINE TABLETS	15.13
			447359	028527	702-3800-480.38-52	TENSION BARS/KEYS	5.38
			447390	028527	660-6300-471.30-02	5/16" STAPLE	25.40
			447431	028527	001-4000-461.36-00	HALLOWEEN FEST	58.98
			447445	028527	001-4000-461.36-00	HALLOWEENFEST	26.80
			447483	028527	001-4000-461.36-00	DUCT TAPE	124.95
			447548	028527	001-4000-461.36-00	HALLOWEENFEST	10,968.22
161830	11/2/2017	BEAUMONT, CITY OF	2017-60		001-2300-424.33-90	ACO SERVICES AUG 2017	10,391.24
						ACO SERVICES JULY 2017	10,997.29
161831	11/2/2017	BENDIX, DEBORAH	000054857	028775	001-0000-218.22-22	UB CR REFUND-FINALS 000055570	10.42
161832	11/2/2017	BJ'S RENTALS INC	811404-13		001-4000-461.32-05	LIGHT TOWER	200.75
161833	11/2/2017	BLACKWELL, CAROL	APR 16 - SEP 16		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2016 - SEP 2016	203.92
161834	11/2/2017	BLUE SHIELD OF CALIFORNIA	OCT 15 - MAR 16 NOVEMBER 2017		675-7020-473.42-36 001-0000-204.31-00	ENERGY ASSISTANCE PROGRAM REBATE OCT 2015 - MAR 2016 HEALTH INSURANCE PREMIUMS NOVEMBER 2017	132.32 66,964.73

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161834	11/2/2017	BLUE SHIELD OF CALIFORNIA	NOVEMBER 2017		001-0000-204.31-00	HEALTH INSURANCE PREMIUMS NOVEMBER 2017	66,964.73
161835	11/2/2017	CA. ST. DEPT OF TRANSPORTATION	51180121		100-4900-431.26-02	SIGNALS & LIGHTING JULY 2017 - SEPTEMBER 2017	1,606.36
161836	11/2/2017	CALIFORNIA, STATE OF	254363		001-2200-421.33-94	AUGUST 2017 LIVE SCAN	2,045.00
161837	11/2/2017	CAPITAL REALTY ANALYSTS, INC	17-2029	028563	856-9500-490.93-15	RAMSEY-HATHAWAY ROW	10,500.00
161838	11/2/2017	CAROLLO ENGINEERS	0161596	028259	661-6300-471.90-78	INTEGRATED MASTER PLAN	9,848.82
					662-6300-471.90-10	INTEGRATED MASTER PLAN	7,903.96
					681-8000-454.90-78	INTEGRATED MASTER PLAN	8,743.91
161839	11/2/2017	CDW GOVERNMENT, INC	K040231	028524	001-2700-442.89-49	ADO ADO PRO ADO 2017	349.00
161840	11/2/2017	CORTEZ-JASSO, VICTOR	MEAL 10/09/17		670-7000-473.25-06	1022 S 22ND ST- REPLACE ARM & CUT OUT	16.00
161841	11/2/2017	CREATIVE BUS SALES INC	5113416	028771	702-3800-480.38-52	HANDICAP TOUCH PAD	165.75
			5116836	028771	702-3800-480.38-52	DECAL EMERGENCY EXIT	42.64
			5116857	028771	702-3800-480.38-52	SEATBELT ASSEMBLY	75.73
161842	11/2/2017	DANGELO CO	5121109	028771	702-3800-480.38-52	MASTER DISCONNECT SWITCH	81.86
161843	11/2/2017	DARUMAYA	51314746.003		660-0000-131.00-00	ELBOW FITTING PO NUM 028707	209.66
161844	11/2/2017	DEX MEDIA	000057617		001-0000-218.22-22	UB CR REFUND-FINALS 000009038	386.95
161845	11/2/2017	DIAMOND ENVIRONMENTAL SERVICES	610034710526	028551	001-2200-421.23-01	PD WEBSITE ADVERTISING	39.95
161846	11/2/2017	DIAMOND HILLS CHEVROLET BUICK GMC	0001185828	028674	001-4000-461.32-05	PORT A POTS	404.79
			636071	028774	702-3800-480.38-52	MIRROR, VEHICLE #2	96.26
			626340	028774	702-3800-480.38-52	ACTUATOR, VEH #808	15.44
161847	11/2/2017	DIRECTV	32567740423		001-2200-421.26-09	PD MOBILE COMMAND SATELLITE OCT 9, 2017 - NOV 8, 2017	23.25
161848	11/2/2017	EL CHICANO	EC7682		110-5516-461.90-82	IFB 17-094 NOTICE	331.63
161849	11/2/2017	FEDLA, JOSEPH	WEAPON 10/2017		001-0000-116.21-01	EMPLOYEE GUN LOAN	2,443.60
161850	11/2/2017	FLOYD SR, ERNEST	MEAL 10/19/17		660-6300-471.25-06	WATER TURN ON APRIL LN	16.00
			MEAL 10/20/17		660-6300-471.25-06	356 E LOMBARDY SERVICE LEAK REPAIR	16.00
			000800157		001-0000-218.22-22	UB CR REFUND-FINALS 000003690	91.04
161851	11/2/2017	FRAWLEY, KENNETH & GEORGIA	20918340270CT17		001-4500-412.26-05	209-188-4027 OCT 16, 2017 - NOV 15, 2017	79.60
161852	11/2/2017	FRONTIER COMMUNICATIONS	21301979680CT17		001-2200-421.26-05	213-019-7968 OCT 7, 2017 - NOV 6, 2017	307.87
			95184972960CT17		001-4500-412.26-05	951-849-7296 OCT 16, 2017 - NOV 15, 2017	108.60
			95184982560CT17		001-2200-421.26-05	951-849-8256 OCT 16, 2017 - NOV 15, 2017	946.32
			95184992050CT17		001-4500-412.26-05	951-849-9205 OCT 13, 2017 - NOV 12, 2017	108.48
161853	11/2/2017	GARCIA, VIRGINIA	000091177		001-0000-218.22-22	UB CR REFUND-FINALS 000023210	24.42
161854	11/2/2017	GAS COMPANY, THE	077026837510C17		001-2200-421.26-06	125 E RAMSEY ST SEP 13, 2017 - OCT 12, 2017	73.58
			133924590070C17		600-5100-435.26-06	408 S HATHAWAY ST 9/19/2017 - 10/18/2017	15.21
			156848151760C17		001-4500-412.26-06	99 E RAMSEY ST 09/13/2017 - 10/12/2017	35.57
161855	11/2/2017	GUERRERO, CRISTOVAL	MEAL 10/12/17		702-3800-480.25-06	WALMART BUS # 222	16.00
			MEAL 10/17/17		702-3800-480.25-06	CNG YARD COMPRESSOR DOWN	16.00
161856	11/2/2017	HAHN, MICHAEL	MEAL 10/13/17		660-6300-471.25-06	SERVICE LEAK @ 5127 RIVIERA	16.00
161857	11/2/2017	HARPER, KRIS	MEAL 10/09/17		670-7000-473.25-06	1022 S 22ND ST BROKEN CROSS ARM	32.00
161858	11/2/2017	HD SUPPLY WATERWORKS, LTD	H848428		660-0000-131.00-00	METER WASHERS REDI-CLAMP PO NUM 028709	449.91
161859	11/2/2017	HIXENBAUGH, MERINDA & TERRY	000091133		001-0000-218.22-22	UB CR REFUND-FINALS 000004998	66.02
161860	11/2/2017	HOWARD, FATIMAH	188718 - REFUND		001-4000-351.35-71	FIRST AID / CPR CLASS	75.00
161861	11/2/2017	KAPLAN, DAVID & SUSAN	000095031		001-0000-218.22-22	UB CR REFUND-FINALS 000004396	53.67
161862	11/2/2017	KLAUSNER, EILEEN	A/C TUNE UP		675-7020-473.42-35	REBATE FOR A/C TUNE UP SPLIT UNIT	50.00
161863	11/2/2017	LITHOPASS PRINTING, FORMS,	45536	028535	660-6300-471.23-02	WATER REPORT, 8PG, COLOR	431.00
			45755	028535	001-1200-412.23-02	BUSINESS CARDS	21.60
					703-3700-480.23-02	BUSINESS CARDS	21.60
161864	11/2/2017	LOGAN, KIERAN	MEAL 10/10/17		660-6300-471.25-06	WORK ON FLUM ASPIN	16.00
161865	11/2/2017	LYNCH, MIKE	MEAL 10/20/17		660-6300-471.25-06	356 E LOMBARDY SERVICE LEAK REPAIR	16.00
161866	11/2/2017	MARTIN, VALERIA	MEAL 10/13/17		660-6300-471.25-06	SERVICE LEAK @ 5127 RIVIERA	16.00
161867	11/2/2017	MASUNE INC	MEAL 9/29/17		761-3100-480.25-06	METER PROJECT	16.00
161868	11/2/2017	MILLER, JONI	IN89140510	028005	001-2200-421.36-19	4-SHELF FIRSTAID KIT REPL	299.38
			11/2/2017		001-1300-412.25-05	MILEAGE - CALPERS FORUM WESTIN MISSION HILLS	103.68
			11/2/2017		001-1300-412.23-05	PARKING @ WESTIN MISSION CALPERS FORUM 10/23-25	36.00
161869	11/2/2017	MOLEDO, JEROME	TRAVEL		680-8000-454.25-06	HELP WATER DEPT W/LEAK @ 356 LOMBARDY	16.00
161870	11/2/2017	MORENO & MARIA	MEAL 10/20/17		001-0000-218.22-22	UB CR REFUND-FINALS 000013170	109.37
161871	11/2/2017	MOST BACKFLOW	060095211		660-6300-471.45-08	REBUILD/REPLACE BACKFLOWS	683.88
161872	11/2/2017	NAASZ, CALEB	OCT 2017	028626	660-6300-471.23-03	CWEA ASSOC MEMBERSHIP	172.00
			365449				

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161872	11/2/2017	NAASZ, CALEB	MEAL 10/09/17		660-6300-471.25-06	LEAK INVESTIGATION @ 257 N HARGRAVE	16.00
161873	11/2/2017	OFFICE DEPOT	MEAL 10/10/17 969104039001	028526	660-6300-471.25-06 001-3000-442.36-00	WORK ON FLUM ASPIN CARDHOLDER,BOOKENDS,TAPE PAPERCLIPS HIGHLIGHTER PENS	16.00 62.63 2.59
161874	11/2/2017	P&P UNIFORMS	972473896001	028526	001-1900-412.36-00	OFFICE SUPPLIES	133.43
161875	11/2/2017	PADILLA, FRANCISCA	A11410/4	028679	001-2200-421.36-04	BANNING PD ARM PATCH-500	522.59
161876	11/2/2017	PARKHOUSE TIRE, INC.	PSC1701710		140-2200-446.42-04	JUDGEMENT CASE#PSC1701710	41,558.22
161877	11/2/2017	PARTS AUTHORITY METRO, LLC	2050160329 62 785584 62 785699 63 299422 91 074230 91 074582 000093871 22498992 22498993 22502709 22502710 22506294	028549 028583 028583 028583 028583 028583 028583 028553 028553 028553 028553 028553	702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 660-6300-471.25-02 660-6300-471.25-02 660-6300-471.25-02 660-6300-471.25-02 610-5800-434.23-16 610-5800-434.25-02 610-5850-434.25-02 702-3800-480.23-16 702-3800-480.25-02 100-4900-431.25-02 001-3600-461.25-02 001-3200-412.25-02 001-1900-412.33-11 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 001-4000-461.36-00 001-4050-461.36-00 610-5800-434.36-00 001-2200-421.30-06 001-2200-421.30-06 001-2200-421.30-06 001-2200-421.30-06 100-4900-431.89-54 001-0000-218.22-22 001-1200-412.25-06 001-1200-412.25-06 001-2200-421.23-06 001-2200-421.23-02 001-4000-461.25-06 001-2200-421.23-07 001-4000-461.36-00 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 660-6300-471.26-04	TIRES & WHEELS VALVE CANISTERB, VEH #622 OIL FILTER # 361 ACC POS SENSIRS, VEH #832 6 POLE DIE CAST PR-EACH/BX-10 UB CR REFUND-FINALS 000020320 UNIFORMS-WATER UNIFORMS-WASTEWATER UNIFORMS-WATER UNIFORMS-WASTEWATER UNIFORM SERVICE UNIFORM SERVICE FLEET UNIFORMS FLEET UNIFORMS STREET UNIFORMS PARKS UNIFORMS BUILDING MAINT UNIFORMS PARS PLN IDPH-ARS05A SVC PERIOD 20170831 REGULATOR ASV, VEH 902 WIRE ASSEMBLY, VEH 908 ADDITIVE - OIL SHIM, VEHICLE #838 GASKET, VEHICLE #908 LEAF SPRINGS, #838 NUT HEX, #838 TRANSMISSN PARTS VEH 241 PUMP ASSEMBLY THROTTLE REPAIR #241 REPROGRAM UPDATE LEGAL PAPER LEGAL PAPER B/W & COLOR COPIES W795P102594 & W795P402369 B/W & COLOR COPIES E183MA10503 B/W & COLOR COPIES W794P900072 PARKING CITATION ASSESSMN SEPTEMBER 2017 STOP SIGNS UB CR REFUND-FINALS 000005818 CITY COUNCIL MEETINGS OPEN HOUSE DRIVER TRAINING UPDATES FEOLA,NOLAN,SEGURA,SAYESK BUS CARDS-L JIMENEZ CITY HALL OPEN HOUSE PD SHRED SVC: 09/20/17 HALLOWEEN FEST VEHICLE EXHAUST PARTS VEHICLE PARTS, #825 PUMP WELL 9 - 7070 PLANT D-5 SEP 13,2017 - OCT 12,2017	15.00 39.85 33.97 9.16 140.77 50.00 15.00 50.00 15.00 20.75 57.03 4.93 10.36 21.20 15.20 16.65 5.36 300.00 331.76 202.58 36.80 36.84 40.35 645.96 42.65 1,503.45 665.92 1,377.15 130.00 36.85 36.85 36.85 259.01 14.78 257.50 1,192.79 127.44 16.00 740.00 25.86 16.00 97.20 158.42 1,089.99 684.76 84.75 32.97
161882	11/2/2017	RELIABLE WORKPLACE SOLUTIONS	AR56321 AR56322 AR56324 SEPTEMBER 2017 15661 000074437 MEAL 10/10/17 MEAL 10/17/17 EVC53508 9960 MEAL 10/17/17 MEAL 10/17/17 S123333026 013579 P18781-02 P19494-02 P19577-02 20152150720CT17	028545	028536 028681 028528 028767 028767	028545	
161883	11/2/2017	RIVERSIDE, COUNTY OF					
161884	11/2/2017	ROW TRAFFIC SAFETY, INC					
161885	11/2/2017	RUIZ, DANIEL & KASSONDRA					
161886	11/2/2017	SAMPSON, LAURIE					
161887	11/2/2017	SAN BERNARDINO CO SHERIFF'S DEPT					
161888	11/2/2017	SAN GORGONIO PASS DESIGN AND PRINT					
161889	11/2/2017	SANDOVAL, ANA					
161890	11/2/2017	SHRED-IT USA, LLC					
161891	11/2/2017	SMART & FINAL					
161892	11/2/2017	SONS RAY MACHINERY LLC					
161893	11/2/2017	SOUTHERN CALIFORNIA EDISON					

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161893	11/2/2017	SOUTHERN CALIFORNIA EDISON	20152150980CT17		660-6300-471.26-04	WELL 10 - 7071 PLANT E-5 SEP 13, 2017 - OCT 12, 2017	928.25
161894	11/2/2017	SOUTHERN CALIFORNIA GAS CO	21962733040CT17		660-6300-471.26-04	DEL RITA BOOSTER STATION SEP 13, 2017 - OCT 12, 2017	42.36
161895	11/2/2017	STALNAKER, STEPHEN & DEANNE	09242310181SP17		702-3800-480.36-61	FLEET CNG FUEL 09/01/2017 - 10/01/2017	7,080.75
161896	11/2/2017	STATE WATER RESOURCES CONTROL	000094933		001-0000-218.22-22	UB CR REFUND-FINALS 000022514	142.89
161897	11/2/2017	STATEWIDE TOWING & RECOVERY, INC	98230-17-17		685-8000-454.61-09	DEBT SERVICE - PRINCIPAL CONTRACT # 98830-550-0	274,597.39
					685-8000-454.62-09	DEBT SERVICE - INTEREST CONTRACT # 98830-550-0	29,691.32
					702-3800-480.30-05	TOWING, VEHICLE #242	525.00
					702-3800-480.30-05	TOWING	275.00
					702-3800-480.30-05	TOWING, VEHICLE #602	105.00
161898	11/2/2017	STUART, DAMON	MEAL 10/09/17	028782	670-7000-473.25-06	1022 S 22ND ST BROKEN CROSS ARM	16.00
161899	11/2/2017	THORNTON, CHRIS	MEAL 10/13/17	028782	680-8000-454.25-06	SERVICE LEAK @ 5127 RIVIERA	16.00
161900	11/2/2017	TIME WARNER CABLE	COMWCTR 11/2017		001-2060-446.26-09	789 N SAN GORGONIO ACCT# 8448410810014070	10.44
			PD 11/2017		001-2200-421.26-09	125 E RAMSEY ST - NOV 2017 ACCT# 8448410810014567	87.13
161901	11/2/2017	ULTRA INVESTMENTS, INC	SRCTR 11/2017		001-2060-446.26-09	769 N SAN GORGONIO AVE ACCT# 8448410810022933	10.44
161902	11/2/2017	VERIZON WIRELESS	000073739		001-0000-218.22-22	UB CR REFUND-FINALS 000004124	98.93
			9793765537		001-1000-411.26-05	SEP 2, 2017 - OCT 1, 2017	38.01
					001-1200-412.26-05	SEP 2, 2017 - OCT 1, 2017	38.01
					001-1300-412.26-05	SEP 2, 2017 - OCT 1, 2017	66.22
					001-2200-421.26-05	SEP 2, 2017 - OCT 1, 2017	458.08
					001-2210-421.26-05	SEP 2, 2017 - OCT 1, 2017	11.23
					001-2400-422.26-05	SEP 2, 2017 - OCT 1, 2017	38.01
					001-2740-442.26-05	SEP 2, 2017 - OCT 1, 2017	39.33
					001-2800-441.26-05	SEP 2, 2017 - OCT 1, 2017	(53.13)
					001-3000-442.26-05	SEP 2, 2017 - OCT 1, 2017	105.56
					001-3200-412.26-05	SEP 2, 2017 - OCT 1, 2017	14.17
					001-4000-461.26-05	SEP 2, 2017 - OCT 1, 2017	60.47
					100-4900-431.26-05	SEP 2, 2017 - OCT 1, 2017	114.33
					203-2200-446.36-00	SEP 2, 2017 - OCT 1, 2017	136.62
					610-5800-434.26-05	SEP 2, 2017 - OCT 1, 2017	56.27
					610-5850-434.26-05	SEP 2, 2017 - OCT 1, 2017	228.41
					660-6300-471.26-05	SEP 2, 2017 - OCT 1, 2017	407.26
					670-7000-473.26-05	SEP 2, 2017 - OCT 1, 2017	53.53
					680-8000-454.26-05	SEP 2, 2017 - OCT 1, 2017	65.33
					702-3800-480.26-05	SEP 2, 2017 - OCT 1, 2017	134.61
					703-3700-480.26-05	SEP 2, 2017 - OCT 1, 2017	11.35
					761-3100-480.26-05	SEP 2, 2017 - OCT 1, 2017	52.54
					761-3110-480.26-05	SEP 2, 2017 - OCT 1, 2017	(3.13)
161903	11/2/2017	WELLS FARGO CARD SERVICES INC	JM 6093 OCT17		001-0000-201.10-00	SALES TAX REFLECTIVE TAPE - AIRPORT	(5.23)
						SALES TAX ROLLING TV STAND	(40.46)
						WESTERN CITY - AD ELECTRIC UTILITY DIRECTOR	250.00
					001-1300-412.23-01	CALPERS CVENT- C STAFFORD CALPERS TRAINING REFUND	(350.00)
					001-1900-412.23-05	CALPERS CVENT- M CASTRO CALPERS TRAINING REFUND	(350.00)
					001-1910-412.23-06	CAPPO - JENNIFER MCCOY PUBLIC WORKS DIR SEMINAR	39.00
					001-2200-421.23-06	PAYPAL - RIVERSIDE COUNTY 13TH ANNUAL SEMINAR	129.00
						HARRAH'S LAKE TAHOE LIZA KESTER RIMS CONF	541.50
					001-2210-421.23-06	CCI HOTEL GUESTRESERVATNS C YOUNGBLOOD 11/26-12/01	1,091.15
						CCI HOTEL GUESTRESERVATNS C YOUNGBLOOD 12/03-12/08	1,091.15
						HARRAH'S LAKE TAHOE VICKIE HERNANDEZ RIMS CON	960.31
					200-9100-446.89-49	WALMART.COM ROLLING TV STAND	72.72
					600-5100-435.36-00	WALMART.COM SAMSUNG 50" LED TV	562.49
					001-0000-218.22-22	EMEDCO.COM REFLECTIVE TAPE - AIRPORT	47.74
161904	11/2/2017	ZHONG & KAI DONG	000045391	028488	001-0000-218.22-22	UB CR REFUND-FINALS 000015138	114.32
161905	11/3/2017	DIAMOND HILLS CHEVROLET BUICK GMC	36832	028488	761-3110-480.90-52	2018 CHEVY COLORADO	29,519.17
			36833	028488	761-3110-480.90-52	2018 CHEVY COLORADO TRUCK	25,321.85
			36834	028488	761-3110-480.90-52	2018 CHEVY COLORADO TRUCK	25,321.85

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161906	11/3/2017	PRESS-ENTERPRISE, THE	0011031619	028572	110-5516-461.90-82	IFB 17-094	338.80
161907	11/3/2017	RDO EQUIPMENT CO	P50864	028783	702-3800-480.30-05 702-3800-480.38-52 702-3800-480.38-52	A/C COMPRESSOR/CONDENSER A/C COMPRESSOR/CONDENSER ALTERNATOR & COMPRESSOR CREDIT	614.12 1,228.43 (118.54)
161908	11/9/2017	A-Z BUS SALES, INC. (COLTON)	P55379	028542	702-3800-480.38-52	WIRING, LEAD, SPARK #222	165.56
161909	11/9/2017	AIRGAS USA, LLC	019646817	028743	670-7000-473.45-05	NITROGEN	164.70
161910	11/9/2017	AL'S KUBOTA TRACTOR	9948381865	028540	001-3600-461.30-06	CHAINS/SAW REPAIR	20.00
161911	11/9/2017	ALTERNATIVE TECHNOLOGIES, INC	105888	028540	001-3600-461.30-06	LAWN EQUIPMENT REPAIR	303.79
161912	11/9/2017	ANIXTER, INC	43127	028120	670-7000-473.45-05	OIL SAMPLES	270.00
161913	11/9/2017	ARROW STAFFING SERVICE	3664763-01 101495		670-0000-131.00-00 673-7000-473.95-31	FUSES PO NUM 028658 COLLINS, AMANDA W/E 10/07 HAWKES, R & MARSH, T	1,399.97 2,615.20
161914	11/9/2017	ARTISTIC MAINTENANCE, INC.	101571		673-7000-473.95-31	COLLINS, AMANDA W/E 10/14 HAWKES, ROBERTA W/E 10/14	2,342.96
161915	11/9/2017	AT&T GLOBAL CUSTOMER CARE CENTER	101645		001-1900-412.23-27	ROCK, SUSAN W/E 10/21/17	1,093.20
161916	11/9/2017	AVERY, ALEXANDRA	101646		673-7000-473.95-31	COLLINS, AMANDA W/E 10/21 MARSH, THERESA W/E 10/21	1,544.96
161917	11/9/2017	AVILA, VINCENT	101716		673-7000-473.95-31	COLLINS, AMANDA RATE CORR SMART METER REPLACEMENT	511.89
161918	11/9/2017	BANNING POLICE OFFICERS ASSOC	101722	028752	001-1900-412.23-27 111-4900-432.23-29 370-2200-421.26-05	ROCK, SUSAN W/E 10/28/17 LMD LANDSCAPE MAINT. ACCT # 8000-896-0272 OCT 19, 2017 - NOV 18, 2017	1,093.20 5,120.00 374.44
161919	11/9/2017	BARRIBAL, KATHRYN	060220873		001-2210-421.25-06	MANDATORY MEETING PRIOR TO START OF SHIFT	16.00
161920	11/9/2017	BARTON, JUDITH MARGARET	MEAL 10/12/17		001-0000-204.16-00	RETURN REFUND PERS 457	240.11
161921	11/9/2017	BEAUMONT DO IT BEST HOME CENTER	457REFUND		001-0000-204.50-00	POLICE OFFICER ASSOC DUE OCTOBER 2017	2,500.00
161922	11/9/2017	BENDER, BEVERLY	OCTOBER 2017		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2017 - JUL 2017	108.52
161923	11/9/2017	BENHAR, DIANA T	FEB 17 - JUL 17	028527	001-4000-461.23-15 001-3200-412.30-02	INSTRUCTOR - YOGA CLASS OCTOBER 2017 HOLE SAW/DRILL	80.50 76.08
161924	11/9/2017	BLAND, KATIANA	OCTOBER 2017		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 - SEP 2017	172.27
161925	11/9/2017	BOGUNOVIC, JOVO & ANNELIE	00060389		001-4000-461.23-15 001-4000-461.23-15 001-0000-218.22-22	INSTRUCTOR - ZUMBA CLASS OCTOBER 2017 INSTRUCTOR - HIP HOP CLASS OCTOBER 2017 UB CR REFUND-FINALS 000049684	252.70 176.40 45.31
161926	11/9/2017	BOOTH, CATHY	FEB 17 - JUL 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2017 - JUL 2017	119.26
161927	11/9/2017	CAL HOMES GROUP	000094259		001-0000-218.22-22	UB CR REFUND-FINALS 000009976	139.38
161928	11/9/2017	CALDERON, SANDRA B	MILLEAGE 11/01/17		001-2800-441.25-05	REGULAR PC MEETING 11/01 DELIVER AGENDA PACKETS	10.70
161929	11/9/2017	CALIFORNIA ASSOCIATION OF PUBLIC	3137		001-4200-412.23-03	P SOUTHWARD - MEMBERSHIP RENEWAL THRU 10/30/2018	225.00
161930	11/9/2017	CALIFORNIA LAW ENFORCE ASSN	NOVEMBER 2017		001-0000-204.80-13	POLICE LTD PREMIUMS NOVEMBER 2017	661.50
161931	11/9/2017	CARTE GRAPH SYSTEMS INC.	SH0003811	028562	001-3000-442.30-17	CARTEFLEX ESRI SUBSCRIPT.	3,722.04
161932	11/9/2017	CASTANEDA, SANDRA	EYEWEAR 9/2017		761-3100-480.25-10	REMAINING BALANCE PER MOU	50.00
161933	11/9/2017	CDW GOVERNMENT, INC	KK04939	028524	761-3100-480.89-48	3Y MAINTENANCE AGREEMENT	91.86
161934	11/9/2017	CHACON, ARTHUR	KL75495	028524	001-1910-412.89-48	COMPUTER & MONITOR PURCHASING	1,385.94
161935	11/9/2017	CHARLES ABBOTT ASSOCIATES, INC	KL75968		001-1910-412.90-49	ADOBE SOFTWARE	326.19
161936	11/9/2017	COLONIAL INSURANCE	MEAL 10/17/17	028718	001-2740-442.25-06 001-2700-442.33-11 001-0000-204.30-00	CITY OPEN HOUSE SEPT. 2017 B&S SRVCS TERM LIFE PREMIUMS OCTOBER 2017	16.00 10,725.14 1,431.26
161937	11/9/2017	COOK, SHARON	57492		001-0000-204.80-02	CANCER PREMIUMS FOR OCTOBER 2017	2,002.66
161938	11/9/2017	COZAD & FOX, INC	3229614-1101595		001-0000-204.80-03	UNIVERSAL LIFE PREMIUMS OCTOBER 2017	2,908.30
161939	11/9/2017	CRAGHEAD, VERONICA			001-0000-204.80-09	ACCIDENT PREMIUMS FOR OCTOBER 2017	3,184.21
161940	11/9/2017	CUSTOM TROPHIES & U-NEEK AWARDS			001-0000-204.80-11 001-0000-204.80-12 001-0000-204.80-16	SUPPLEMENTAL DISABILITY OCTOBER 2017 CRITICAL ILLNESS PREMIUMS OCTOBER 2017 HOSPITAL CONFINEMENT PREM OCTOBER 2017	6,004.88 1,694.12 1,344.12
161941	11/9/2017	COZAD & FOX, INC	MAR 17 - AUG 17	028580	675-7020-473.42-36 451-3600-461.90-69	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 - AUG 2017	198.02 18,319.92
161942	11/9/2017	CRAGHEAD, VERONICA	16728		675-7020-473.25-06	2017-03 LIONS PARK EXPANS	16.00
161943	11/9/2017	CUSTOM TROPHIES & U-NEEK AWARDS	MEAL 10/17/17	028791	001-1000-411.36-00	CITY OPEN HOUSE CERTIFICATE FOLDERS	77.31

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161941	11/9/2017	DARLING INVESTMENT	020095123		001-0000-218.22-22	UB CR REFUND-FINALS 000005574	135.99
161942	11/9/2017	DIAMOND HILLS CHEVROLET BUICK GMC	626102	028774	702-3800-480.38-52	MIRROR	96.26
161943	11/9/2017	DIS-TRAN PACKAGED SUBSTATIONS, LLC	5140-01	028181	674-7000-473.95-32	SUB TRANSFORMER	139,050.01
161944	11/9/2017	DPREP	659287409		001-2200-421.23-06	ROBERT JAUREGUI - TUITION PAS DEVICE & CALIBRATION	146.00
161945	11/9/2017	DSM MASONRY, CONCRETE AND TILE, INC	CLAHVI 7/15/17		001-2800-311.16-14	REFUND HOME OCCUPATION FEE BL# 020010	205.00
161946	11/9/2017	DUEY, JEFFREY S	000092429		001-0000-218.22-22	UB CR REFUND 000016016	6.56
161947	11/9/2017	FEOLA, JOSEPH	MEAL 10/05/17		001-2200-421.23-06	EVOC DRIVING UPDATE TRAIN OCT 5, 2017	12.00
161948	11/9/2017	FIELD, MATT	MEALS 11/14-16		670-7000-473.23-05	MEALS - EUSERC MEETING SAC, CA 11/14-11/16	177.00
161949	11/9/2017	FLEET SERVICES INC	05P1695	028769	702-3800-480.38-52	PLUG & CABLE TIES	77.15
161950	11/9/2017	FP CONTRACTING, INC.	000094847		001-0000-218.22-22	UB CR REFUND-FINALS 000022398	146.85
161951	11/9/2017	FRESH START HOMES, LLC	000095319		001-0000-218.22-22	UB CR REFUND-FINALS 000012894	80.36
161952	11/9/2017	FRONTIER COMMUNICATIONS	2000560495NOV17		001-4500-412.26-05	ACCT # 209-056-0495 OCT 28, 2017 - NOV 27, 2017	0.00
			2131817186OCT17		703-3700-480.30-17	ACCT # 951-922-3201 OCT 28, 2017 - NOV 27, 2017	0.00
161953	11/9/2017	GARCIA, CHARLES A & JO-ANN	951849320NOV17		001-4500-412.26-05	ACCT # 951-922-3201 NOV 1, 2017 - NOV 30, 2017	33.23
161954	11/9/2017	GAS COMPANY, THE	9519223201NOV17		001-0000-218.22-22	UB CR REFUND-FINALS 000005272	41.11
			000008133		001-0000-218.22-22	172 N MURRAY ST 09/13/2017 - 10/12/2017	51.90
161955	11/9/2017	GRAINGER	05602682006OCT17	028641	001-2400-422.26-06	3 TRUCK BOXES	1,186.13
161956	11/9/2017	GUEVARA, LOUIS J & SARAH	05602682006SEP17		001-2400-422.26-06	UB CR REFUND-FINALS 000052612	46.85
161957	11/9/2017	HANER, SYLVIA E	95802041729		761-3110-480.38-56	UB CR REFUND-FINALS 000004698	127.94
161958	11/9/2017	HASKELL REALTY	000008345		001-0000-218.22-22	UB CR REFUND 000004438	2.30
			000093759		001-0000-218.22-22	UB CR REFUND 000004810	21.57
			000021677			UB CR REFUND 000009054	10.51
161959	11/9/2017	HOLIDAY INN	65814734			UB CR REFUND 000009340	10.51
161960	11/9/2017	HOME DEPOT #8987	1974739	028552	001-3600-461.30-02	UB CR REFUND 000009416	0.90
			8021227	028552	670-7000-473.45-16	UB CR REFUND 000011802	15.25
			8970270	028552	001-3200-412.30-02	UB CR REFUND 000014004	15.25
161961	11/9/2017	I.B.E.W. LOCAL 47 (PAC)	OCTOBER 2017	028714	001-0000-204.80-01	UB CR REFUND 000019780	18.41
161962	11/9/2017	I-SHRED	8245-1		690-9600-453.41-46	UB CR REFUND 000053644	19.99
161963	11/9/2017	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20171109		001-0000-204.16-00	MATT FIELD - EUSERC CONF NOV 13, 2017 - NOV 16, 2017	462.30
161964	11/9/2017	ICMA RETIREMENT TRUST 457	20171109		001-0000-218.22-22	ELECTRICAL GANG COVERS	23.49
161965	11/9/2017	IRIBE, GRACE	000094377		001-2200-421.23-06	SHOP VAC	128.22
161966	11/9/2017	JAUREGUI, ROBERTO	MEAL 11/17/17		001-2200-421.23-06	FOUNDATIONS 1HDL FAUCET	86.80
			FUEL 10/27/17			BULKY ITEM-SHRED	60.00
			TRAVEL 10/2017			PAYROLL SUMMARY	2,041.32
						UB CR REFUND-FINALS 000003418	1,399.86
						PAS DEVICE TRAINING RIVERSIDE PD 11/17/17	9.40
						RENTAL CAR FUEL @ RENO RIMS CONFERENCE 2018	12.00
						ONTARIO AIRPORT PARKING RIMS CONFERENCE 10/22-27	16.94
							108.00
161968	11/9/2017	KLAUSNER, EILEEN	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	157.92
161969	11/9/2017	KOLLER, MARIE V.	OCTOBER 2017	028493	001-4000-461.23-15	INSTRUCTOR - DRAMA CLASS OCTOBER 2017	31.50
161970	11/9/2017	LANDSCAPE DYNAMICS	0238-001		111-4900-432.90-72	2017-12 LMD REDESIGN	8,840.00
161971	11/9/2017	LEAGUE OF CALIFORNIA CITIES	LOCC 11/13/17		001-1000-411.23-05	LOCC RIVERSIDE CNTY MTG ANDRADE - GEN MTG 11/13	25.00
						LOCC RIVERSIDE CNTY MTG FRANKLIN - GEN MTG 11/13	25.00
						LOCC RIVERSIDE CNTY MTG MOYER - GENERAL MTG 11/13	25.00
						LOCC RIVERSIDE CNTY MTG DIAZ - GENERAL MTG 11/13	25.00
161972	11/9/2017	LEROUGE, JERRY D	OCTOBER 2017	028535	001-1200-412.23-05	CPR CLASS & FIRST AID OCTOBER 2017	52.50
161973	11/9/2017	LITHOPASS PRINTING, FORMS,	45878		001-4000-461.23-15	#9 REGULAR ENVELOPES	157.79
161974	11/9/2017	MACIAS, JIM B & CAROLE	000022773		001-1900-412.23-02	UB CR REFUND-FINALS 000016822	87.84
161975	11/9/2017	MARTIN, VALERIA	EYEWEAR 9/2017		001-0000-218.22-22	REMAINING BALANCE PER MOU	50.00
161976	11/9/2017	MC AVOY & MARKHAM	M-2185		761-3100-480.25-10	TRANSFORMERS PO NUM 028669	12,683.25
			M-2186		670-0000-131.00-00	25 KVA PO NUM 028691	7,407.81
					670-0000-131.00-00		
161977	11/9/2017	MCDOWELL, CYNTHIA	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	164.36

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161978	11/9/2017	MCLAUGHLIN, CARNELLE	APR 17 - SEP 17		670-7000-356.38-01 675-7020-356.38-15	MEDICAL LIFELINE REBATE APR 2017 - SEP 2017 PUBLIC BENEFIT CHARGE REBATE APR 2017 - SEP 2017	122.36 3.99
161979	11/9/2017	NAASZ, CALEB	MAR 17 - AUG 17 TRAVEL 9/25/17 TRAVEL 9/28/17		675-7020-473.42-36 660-6300-471.23-05 660-6300-471.23-05	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 -AUG 2017 RESORT FEE @ GRANDVIEW LAS VEGAS, TRI-STATE CONF FUEL FOR CITY VEHICLE 9/28 TRI-STATE CONF	198.02 25.00 24.01
161980	11/9/2017	NATIONWIDE RETIREMENT SOLUTIONS	20171109		001-0000-204.16-00	PAYROLL SUMMARY	3,408.39
161981	11/9/2017	NEPOMUCENO &, NOEL	000092735		001-0000-218.22-22	UB CR REFUND-FINALS 000004998	95.63
161982	11/9/2017	NOLAN, MIKE	MEAL 10/05/17		001-2200-421.23-06	EVOC DRIVING UPDATE TRAIN OCT 5, 2017	12.00
161983	11/9/2017	OFFICE DEPOT	951987831001	028526	670-7000-473.36-00 680-8000-454.36-00	TONER, PLATES, PAPER, TONER, PLATES, PAPER, B&S OFFICE SUPPLIES	688.31 51.82 369.61
161984	11/9/2017	OLIN CORPORATION DBA	971345717001	028526	001-2700-442.36-00	FRAMES, VINYL HOLDER WKLY PLANNER	156.25
161985	11/9/2017	PARS	972833531001	028526	670-7000-473.36-00	COFFEE/OFFICE SUPPLIES	114.29
161986	11/9/2017	PARTS AUTHORITY METRO, LLC	974286286001	028526	001-1400-412.36-00 001-4500-412.36-00	COFFEE/OFFICE SUPPLIES SODIUM HYPOCHLORITE	200.32 2,858.17
161987	11/9/2017	PDQ INVESTMENTS, LLC	2398598	028576	660-6300-471.36-08	PAYROLL SUMMARY	614.90
161988	11/9/2017	PEREZ, JORGE	20171109	028583	001-0000-204.25-00	WINDOW REGULATOR	38.19
161989	11/9/2017	PETTY CASH CUSTODIAN-COMM SVCS	63 802556 91 074621 91 074642 91 074666 91 074680 91 074792 91 075047 91 075116	028583 028583 028583 028583 028583 028583 028583	702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52 702-3800-480.38-52	NON/CLR BRKCLR PR-EACH/BX-6, VEH #222 BLACK WRINKLE WINDOW REGULATOR, #024 U-JOINT, VEHICLE #361 PR-EACH/BX-6, VEH 222 AUTO XL V-BELTS #812	57.15 136.68 12.82 38.19 17.69 54.67 31.05 36.77
161990	11/9/2017	PINNACLE PROMOTIONS, INC	000095361 EYEWEAR 9/2017 3015 3016 3017 3018 3019 3020 3021 2454122	028733 028733 028733 028733 028733 028733 028733 028733	001-0000-218.22-22 761-3110-480.25-10 610-5800-434.36-00 610-5800-434.23-04 201-4060-446.36-65 001-4000-461.36-00 201-4060-446.36-65 001-4000-461.36-09 001-0000-201.10-00 001-4000-461.36-09 001-0000-201.10-00 001-4000-461.36-09 001-0000-204.80-07 001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 001-3000-442.23-01 663-6300-471.95-10 670-7000-473.25-02 670-7000-473.25-02 660-8000-454.25-02 702-3800-480.38-52 001-3600-461.23-01 001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 660-6300-471.45-17 001-4000-461.23-15 001-0000-204-51-00	UB CR REFUND-FINALS 000009258 EYEWEAR REIMBURSEMENT AUGUST 2017 BEAUMONT DO IT BEST - KEY W/C LIFT BUS # 240 & 241 U S POST OFFICE - CERTFD DESERT AIDS PROJECT DOLLAR TREE STORES BINGO SUPPLIES WALMART - HALLOWEEN FEST SAFETY PINS SR CTR TABLECLOTH LAUNDER SMART & FINAL 4TH OF JULY EVENT DOLLAR TREE STORES BINGO SUPPLIES SALES TAX HACKY SACK CCTR SALES TAX LIGHT UP YO-YO'S FOR CCTR SALES TAX SILLY PUTTY FOR CCTR PRE-PAID LEGAL PREMIUMS OCTOBER 2017 ORDINANCE 1515 ORDINANCE 1512 ORDINANCE 1510 ORDINANCE 1514 WATER CANYON PROJ #2016 EL UNIFORMS EL UNIFORMS UNIFORMS-WATER UNIFORMS-WASTEWATER SENSOR KIT, VEH #832 CITY PARKS LANDSCAPE MAIN ORDINANCE 1512 ORDINANCE 1515 PHN TTM 39298 RCB-RCY CON BASE INSTRUCTOR - BALLET CLASS OCTOBER 2017 SBPEA DUES FOR OCTOBER 2017	300.00 5.26 6.80 20.29 12.87 10.00 25.00 19.11 (22.83) 317.36 (33.89) 471.11 (26.91) 374.05 327.88 63.80 66.00 83.60 77.00 233.20 157.19 157.19 50.00 15.00 140.02 194.60 59.08 66.03 170.28 159.28 287.00 625.38
161991	11/9/2017	PRE-PAID LEGAL SERVICES, INC	OCTOBER 2017	028733	001-0000-201.10-00	PRE-PAID LEGAL SERVICES, INC	
161992	11/9/2017	PRESS-ENTERPRISE, THE	0011017980 0011018825 0011018826 0011018831 0011023027 22499017 22502734 22506292 22506293 3676873 00148534 00148673 00148676 00148748 101300	028572 028572 028572 028572 028572 028553 028553 028553 028553 028773 028525 028525 028525 028544	001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 001-3000-442.23-01 663-6300-471.95-10 670-7000-473.25-02 670-7000-473.25-02 660-8000-454.25-02 702-3800-480.38-52 001-3600-461.23-01 001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 660-6300-471.45-17 001-4000-461.23-15 001-0000-204-51-00	ORDINANCE 1515 ORDINANCE 1512 ORDINANCE 1510 ORDINANCE 1514 WATER CANYON PROJ #2016 EL UNIFORMS EL UNIFORMS UNIFORMS-WATER UNIFORMS-WASTEWATER SENSOR KIT, VEH #832 CITY PARKS LANDSCAPE MAIN ORDINANCE 1512 ORDINANCE 1515 PHN TTM 39298 RCB-RCY CON BASE INSTRUCTOR - BALLET CLASS OCTOBER 2017 SBPEA DUES FOR OCTOBER 2017	63.80 66.00 83.60 77.00 233.20 157.19 157.19 50.00 15.00 140.02 194.60 59.08 66.03 170.28 159.28 287.00 625.38
161993	11/9/2017	PRUDENTIAL OVERALL SUPPLY	22499017 22502734 22506292 22506293 3676873 00148534 00148673 00148676 00148748 101300	028553 028553 028553 028553 028773 028525 028525 028525 028544	001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 001-3000-442.23-01 663-6300-471.95-10 670-7000-473.25-02 670-7000-473.25-02 660-8000-454.25-02 702-3800-480.38-52 001-3600-461.23-01 001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 660-6300-471.45-17 001-4000-461.23-15 001-0000-204-51-00	ORDINANCE 1515 ORDINANCE 1512 ORDINANCE 1510 ORDINANCE 1514 WATER CANYON PROJ #2016 EL UNIFORMS EL UNIFORMS UNIFORMS-WATER UNIFORMS-WASTEWATER SENSOR KIT, VEH #832 CITY PARKS LANDSCAPE MAIN ORDINANCE 1512 ORDINANCE 1515 PHN TTM 39298 RCB-RCY CON BASE INSTRUCTOR - BALLET CLASS OCTOBER 2017 SBPEA DUES FOR OCTOBER 2017	63.80 66.00 83.60 77.00 233.20 157.19 157.19 50.00 15.00 140.02 194.60 59.08 66.03 170.28 159.28 287.00 625.38
161994	11/9/2017	RACEWAY FORD INC	3676873	028773	702-3800-480.38-52	SENSOR KIT, VEH #832	140.02
161995	11/9/2017	RECORD GAZETTE, THE	00148534 00148673 00148676 00148748 101300	028525 028525 028525 028544	001-3600-461.23-01 001-2800-441.23-01 001-2800-441.23-01 001-2800-441.23-01 660-6300-471.45-17 001-4000-461.23-15 001-0000-204-51-00	CITY PARKS LANDSCAPE MAIN ORDINANCE 1512 ORDINANCE 1515 PHN TTM 39298 RCB-RCY CON BASE INSTRUCTOR - BALLET CLASS OCTOBER 2017 SBPEA DUES FOR OCTOBER 2017	194.60 59.08 66.03 170.28 159.28 287.00 625.38
161996	11/9/2017	ROBERTSON'S	101300	028544	001-4000-461.23-15	INSTRUCTOR - BALLET CLASS OCTOBER 2017	287.00
161997	11/9/2017	RUEHLE, TARA SHAWN M	OCTOBER 2017				
161998	11/9/2017	SAN BERNARDINO PUBLIC EMPLOYEES	OCTOBER 2017				

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161999	11/9/2017	SARRINGAR, ARYANA DANNIEL	OCTOBER 2017		001-4000-461.23-15	INSTRUCTOR - BAKING CLASS OCTOBER 2017	17.50
162000	11/9/2017	SCCI, INC DBA	148760	028656	660-6300-471.33-11	SAFETY MTG - 10/12/17	250.00
162001	11/9/2017	SEGURA, JENNIFER	MEAL 10/05/17		001-2200-421.23-06	EVOC DRIVING UPDATE TRAIN OCT 5, 2017	12.00
162002	11/9/2017	SHERRARD, GLYNIS AND/OR CITY OF	56865-652		670-7010-473.27-60	P (VISCAR) EXCESS REFUND OUTPUT - 1696 KWH IN 2017	147.55
162003	11/9/2017	SHRED-IT USA, LLC	812333375	028681	001-4500-412.23-11	CITY HALL SERVICE 10/12/2017	54.00
162004	11/9/2017	SISAVANH, SENGSOULICHAN	0001010939		001-0000-218.22-22	UB CR REFUND-FINALS 000005194	55.63
162005	11/9/2017	SMITH, LOIS E	OCTOBER 2017		001-4000-461.23-15	INSTRUCTOR - GUITAR CLASS OCTOBER 2017	35.00
162006	11/9/2017	SOUTHERN CALIFORNIA EDISON	201195683165EP17		670-7000-471.26-04	HIGHLAND HOME RD/S/O WEST SEP 1, 2017 - OCT 1, 2017	55.77
			2015215155NOV17		660-6300-471.26-04	WELL 12 - 7073 PLANT D-5 APR 13 2017 - MAY 15 2017	268.60
			2015215155OCT17		660-6300-471.26-04	WELL 12 - 7073 PLANT D-5 MAR 15 2017 - APR 13 2017	43.03
			A0185223W		100-4900-431.23-22	CITY PAGERS NOV 1, 2017 - NOV 30, 2017	7.95
162007	11/9/2017	SPOK, INC			660-6300-471.23-22	CITY PAGERS NOV 1, 2017 - NOV 30, 2017	15.12
					670-7000-471.23-22	CITY PAGERS NOV 1, 2017 - NOV 30, 2017	10.12
					702-3800-480.23-22	CITY PAGERS NOV 1, 2017 - NOV 30, 2017	7.95
162008	11/9/2017	STAFFORD, CHERYL	EYEWEAR BAL		001-1900-412.25-10	ANCE OF EYEWEAR BAL DUE TO NEW MOU	50.00
			MEAL 10/25/17		001-1900-412.25-06	AUDIT PREP PAYROLL	16.00
			MEAL 10/26/17		001-1900-412.25-06	AUDIT PREP / PAYROLL	16.00
162009	11/9/2017	STANTEC CONSULTING SERVICES, INC	1263972	028270	856-9500-480.93-15	RAMSEY/HATHAWAY PROJECT	15,375.00
162010	11/9/2017	SUEZ BANNING	201731975	028670	680-8000-454.23-38	MONTHLY O&M FEE - OCT	56,533.00
162011	11/9/2017	SUN LIFE FINANCIAL	NOVEMBER 2017		001-0000-204.14-00	LTD-STD INSURANCE NOVEMBER 2017	5,758.21
					001-0000-204.14-00	LIFE INSURANCE NOVEMBER 2017	4,188.87
					001-0000-204.30-00	DENTAL INSURANCE NOVEMBER 2017	9,345.74
162012	11/9/2017	SUPERION	145941	028652	761-3100-480.23-52	TRANS MANAGER SEPT 2017	226.76
162013	11/9/2017	TELEPACIFIC COMMUNICATIONS	96073335-0		001-2200-421.26-05	PD PHONE SERVICES 10/16/2017 - 11/15/2017	647.98
					001-4500-412.26-05	CENTRAL PHONE SERVICES 10/16/2017 - 11/15/2017	4,821.22
162014	11/9/2017	THESIER, DEREK	MEALS 11/16/17		001-2200-421.23-06	MEALS FOR TASER TRAINING SCOTTSDALE, AZ 11/16	40.00
162015	11/9/2017	THORNTON, CHRIS	TUITION REIM 18		001-1300-412.25-09	COLLECTION SYSTEM MAINT GRADE 4	205.00
162016	11/9/2017	TIME WARNER CABLE	CITYHALL11/2017		001-2060-446.26-09	99 E RAMSEY ST ACCT# 8448410810051007	73.31
			CORPARD 10/17		670-7000-473.26-07	176 E LINCOLN ST - FIBER ACCT # 8448410810332241	821.61
			CORPARD 11/17		670-7000-473.26-07	176 E LINCOLN ST - FIBER ACCT # 8448410810332241	821.61
162017	11/9/2017	TITAN ENVIRONMENTAL SOLUTIONS, INC	11063655	028736	001-3200-412.33-11	ASBESTOS/LEAD INSPECTION	1,780.00
162018	11/9/2017	TOSTADO, ROSA E	000093643		001-0000-218.22-22	UB CR REFUND-FINALS 000006312	85.86
162019	11/9/2017	UNDERGROUND SERVICE ALERT	1020170038		100-4900-431.30-13	DIG ALERTS - NOVEMBER2017 71 NEW TICKETS	42.38
					660-6300-471.45-08	DIG ALERTS - NOVEMBER2017 71 NEW TICKETS	42.38
162020	11/9/2017	UNITED WAY OF THE INLAND VALLEY	20171109		670-7000-473.45-02	DIG ALERTS - NOVEMBER2017 71 NEW TICKETS	42.39
162021	11/9/2017	UTILITY TREE SERVICE	80751417	028387	001-0000-204.60-00	PAYROLL SUMMARY	10.00
			81155817	028387	670-7000-473.23-17	TREE TRIM SVC WE 10/14/17	4,400.00
162022	11/9/2017	VALDIVIA & BRANDEE D	000093421		001-0000-218.22-22	TREE TRIM SV WE 10/21/17	4,400.00
162023	11/9/2017	VANGUARD UTILITY SERVICE, INC	17254	028258	673-7000-473.95-31	SMART MTR EXCH SVCS	29.73
162024	11/9/2017	VERIZON WIRELESS	9795145145		670-7000-473.26-05	ACCT# 972157141-00001 SEP 24, 2017 - OCT 23, 2017	103,867.63
162025	11/9/2017	VIRGINIA TRANSFORMER CORP	51386	028184	674-7000-473.96-32	SUB TRANSFORMER 90%	352,494.83
162026	11/9/2017	VULCAN MATERIALS	71557993	028789	660-6300-471.45-17	COLD MIX	1,602.41
162027	11/9/2017	VZC GROUP, INC	15009-18	027433	855-9500-490.90-30	2016-04 ROOSEVELT WLM PRK	9,932.00
162028	11/9/2017	WASHINGTON, MARK	MEAL 09/27/17		761-3110-480.25-06	APPT AT CLINIC FOR WORK COMP	16.00
162029	11/9/2017	WELLS FARGO CARD SERVICES INC	FMI 9576 OCT17		660-6300-471.23-05	EXPEDIA - GRANDVIEW HOTEL LAS VEGAS, WATER CONF	1,017.00
					670-7000-473.23-05	91 EXPRESS LANES REPLENISH TOLL ACCOUNT	50.00
162030	11/9/2017	WESTERN RIVERSIDE COUNCIL	7316			EB EUSERC 2017 ANNUAL MTG FIELD, MATT 11/14-11/16	106.49
162031	11/9/2017	WESTRUX INTERNATIONAL INC	K110986	028719	703-3800-480.38-52	HOTELS.COM - MONTEREY BAY WSUTA CONF - B COFFEY	434.36
			K111327	028719	702-3800-480.38-52	HOTELS.COM - MONTEREY BAY WSUTA CONF - R DIAZ	(398.97)
			K111995	028719	702-3800-480.38-52	SOUTHWEST - M FIELD EUSERC CONF 11/13-11/16	202.96
162032	11/9/2017	WORTH, BARBARA	000941269		001-0000-218.22-22	FY17/18 CLEAN CITIES CLTN DUES	3,000.00
162033	11/9/2017	YEDWALSKY, HARVEY	APR 17 - SEP 17		670-7000-356.38-01	FY17/18 CLEAN CITIES CLTN DUES	3,000.00
						CONDENSER, VEH #903	494.64
						ELBOW, VEHICLE #340	18.43
						TANK & FILTER	445.84
						UB CR REFUND-FINALS 000023244	106.38
						MEDICAL LIFELINE REBATE APR 2017 - SEP 2017	142.68

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162033	11/16/2017	YEDWALSKY, HARVEY	APR 17 - SEP 17		675-7020-356.38-15	PUBLIC CHARGE REBATE APR 2017 - SEP 2017	4.53
162034	11/9/2017	ZENNER PERFORMANCE METERS, INC	MAR 17 - AUG 17 0037150-00 0037656-00 0038127-00	028787 028787 028787	675-7020-473.42-36 660-6300-471.45-11 660-6300-471.45-11 660-6300-471.45-11	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 - AUG 2017 CERTIFIED METER TEST WATER METER TESTED METER TESTED	198.02 50.00 50.00 50.00
162035	11/16/2017	ACE	104313	028772	702-3800-480.38-52	24 VOLT ALTERNATOR	390.41
162036	11/16/2017	ADVANCE WORKPLACE STRATEGIES INC	364133	028620	001-1300-412.33-32	POST ACCIDENT DRUG CHRGR	56.00
162037	11/16/2017	AL'S KUBOTA TRACTOR	106486	028540	001-3600-461.30-06	STRING TRIMMER REPAIR	149.95
162038	11/16/2017	ALBERT A. WEBB ASSOCIATES	106487	028540	001-3600-461.30-06	EDGER REPAIR	131.46
162039	11/16/2017	ALSHIRE & WYNDE, LLP	174970 175003	027967 028390	663-6300-471.90-78 001-3000-442.33-53	BANNING WATER CANYON TRAFFIC SURVEY	13,825.00 585.00
162040	11/16/2017	ALL WEATHER, INC	43929	028664	700-5300-480.33-04	SEPTEMBER 2017 LEGAL SERVICES THROUGH 9/30/17	371.00
162041	11/16/2017	ALLEN REBUILT, INC	43930	028795	700-5300-480.33-04	SEPTEMBER 2017 LEGAL SERVICES THROUGH 9/30/17	40.86
162042	11/16/2017	ANDRADE, DANIELA	43931	028752	700-5300-480.33-04	SEPTEMBER 2017 LEGAL SERVICES THROUGH 9/30/17	351.00
162043	11/16/2017	ARTISTIC MAINTENANCE, INC.	44212 44213 44214 64266 3772	028795	700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-05 702-3800-480.30-05	OCTOBER 2017 LEGAL SRVCS OCTOBER 2017 LEGAL SRVCS OCTOBER 2017 LEGAL SRVCS OCTOBER 2017 LEGAL SRVCS AWOS MAINTENANCE-AIRPORT	1,568.00 195.00 2,340.00 2,200.00 316.00
162044	11/16/2017	ASBURY ENVIRONMENTAL SERVICES DBA	1500-00753044	028702	001-1000-411.23-05	LOCC RVSRDE COUNTY MTG NORCO HIDDEN VALLEY 11/13	48.36
162045	11/16/2017	AT&T CALNET 2	000010440381	028706	111-4900-432.23-29	LMD MAINTENANCE	5,120.00
162046	11/16/2017	ATLAS BUSINESS SOLUTIONS, INC	000010440380		001-2200-421.23-29	CITY LANDSCAPE MAINT	590.00
162047	11/16/2017	AVERY, ALEXANDRA	11/16/2017		001-4000-461.23-29	CITY LANDSCAPE MAINT	700.00
162048	11/16/2017	AYRES HOTEL ANAHEIM	352700338		001-4010-461.23-29	CITY LANDSCAPE MAINT	213.90
162049	11/16/2017	AYRES HOTEL ANAHEIM	352700361		001-4050-461.23-29	CITY LANDSCAPE MAINT	208.32
162050	11/16/2017	BABCOCK LABORATORIES, INC	B170893-0030 B170902-0030 B171212-0030 B171217-0030 B171328-0030 B171413-0030 B171594-0030 B171595-0030 B172044-0030		100-4900-431.23-29 510-5800-434.23-29 702-3800-480.23-49 001-2200-421.26-05 001-2200-421.26-05 001-2200-421.23-03 001-2210-421.25-06 001-2200-421.23-06 001-2200-421.23-06 580-8000-454.23-32 660-6300-471.23-32 680-8000-454.23-32 680-8000-454.23-32 660-6300-471.23-32 660-6300-471.23-32 680-8000-454.23-32 660-6300-471.23-32 660-6300-471.23-32 670-7000-473.25-05 670-7000-473.25-05 670-7000-473.25-05 001-3600-461.30-16 001-3200-412.30-06 001-3200-412.30-06 001-4010-461.36-08 100-4900-431.36-00 100-4900-431.36-00 001-3200-412.30-01 001-3200-412.30-01 100-4900-431.36-00	CITY LANDSCAPE MAINT CITY LANDSCAPE MAINT CITY LANDSCAPE MAINT CITY LANDSCAPE MAINT CITY LANDSCAPE MAINT CITY LANDSCAPE MAINT OIL RECYCLING BAN # 9391060200 10/01/2017 - 10/31/2017 BAN # DHCE678820ATI OCT 1,2017 - OCT 31,2017 PD SCHEDULING SOFTWARE DUES - ANYWHERE 44 EMPL NO SHIFT COVERAGE FOR SICK CALL OUT DANIEL DEUSENBERRY FTO TRAINING @ OCSO 12/11 LINDA JIMENEZ FTO TRAINING @ OCSO 12/11 DISSOLVED SOLIDS CULIFORMS P/A MMO/MUG SOLIDS, VARIOUS CHEMICALS FECAL CULIFORMS, SOLIDS DISSOLVED SOLIDS GENERAL PHYSICAL ANALYSIS CULIFORMS P/A MMO/MUG DISSOLVED SOLIDS GENERAL PHYSICAL ANALYSIS SCPPA MEETING 10/19/17 BOARD OF DIRECTORS CMUA MEETING 10/23 SCPPA RESOURCE PLANNING MTG 11/02/2017 WING CONCORD DOOR CLOSER GREASE POOL SUPPLIES SHOVEL AND SLEDGE HANDLES LUMBER CRAYON IRRIGATION REPAIR PARTS SCHEDULE 80 PIPE FITTINGS BLACK CABLE TIES	213.84 314.63 393.41 (103.03) 844.80 16.00 761.95 761.95 20.00 165.00 205.00 665.00 20.00 54.00 165.00 20.00 54.00 63.13 63.13 63.13 18.94 118.53 118.53 15.39 51.16 50.17 3.85 74.90 409.53 26.93
162051	11/16/2017	BADGETT, STEPHEN H	MILEAGE 10/19 MILEAGE 10/23	028636 028636 028636 028636 028636 028636 028636 028636 028636	660-6300-471.23-32 660-6300-471.23-32 680-8000-454.23-32 680-8000-454.23-32 660-6300-471.23-32 660-6300-471.23-32 660-6300-471.23-32 660-6300-471.23-32 660-6300-471.23-32		
162052	11/16/2017	BEAUMONT DO IT BEST HOME CENTER	MILEAGE 11/02 447695 447705 447707 447773 447856 447887 447995 448154 448176	028527 028527 028527 028527 028527 028527 028527 028527 028527	670-7000-473.25-05 001-3600-461.30-16 001-3200-412.30-06 001-3200-412.30-06 001-4010-461.36-08 100-4900-431.36-00 100-4900-431.36-00 001-3200-412.30-01 001-3200-412.30-01 100-4900-431.36-00		

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162053	11/16/2017	BLACKWELL, CAROL	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 - SEP 2017	215.92
162054	11/16/2017	BLAUNER, DAHLIA	OCT 16 - MAR 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2016- MAR 2017	134.32
162055	11/16/2017	BRIDGESTONE HOSEPOWER, LLC	000089729	028703	001-0000-218.22-22	UB CR REFUND-FINALS 000052874	3.02
162056	11/16/2017	CALDERON, SANDRA B	87016792-00	028703	702-3800-480.30-05	#825 BACKHOE HOSE REPAIR	203.15
162057	11/16/2017	CDW GOVERNMENT, INC	8206142-00		702-3800-480.30-05	#361 FORKLIFT HOSE REPAIR	214.25
162058	11/16/2017	CELL BUSINESS EQUIPMENT (CBE)	MEAL 11/01/2017	028524	001-2800-441.25-06	REGULAR PC MEETING 11/01	16.00
			KRB89800	028524	703-3700-480.89-48	STARTTECH DOCK	81.97
			KRD-25-06	028524	703-3700-480.89-48	WASP SCANNER	72.41
			IR1950814	028696	001-4000-461.30-06	B/W AND COLOR COPIES	665.04
					001-4500-412.30-06	B/W AND COLOR COPIES	2,718.96
					610-5800-434.30-06	B/W AND COLOR COPIES	665.04
					660-6300-471.30-06	B/W AND COLOR COPIES	281.86
					670-7000-473.30-06	B/W AND COLOR COPIES	404.70
					761-3100-480.30-06	B/W AND COLOR COPIES	716.87
					001-2740-442.25-06	TRANSIENT DETAIL	16.00
					855-9500-490.90-30	SEPT 2017 BUILDING & SFTY ROOSEVELT WILLIAMS PARK	3,480.76
162059	11/16/2017	CHACON, ARTHUR	MEAL 9/27/17				
162060	11/16/2017	CHARLES ABBOTT ASSOCIATES, INC	57515				
162061	11/16/2017	COLLINS, ELIZABETH	MAR 17 - AUG 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 -AUG 2017	70.31
162062	11/16/2017	CORELOGIC INFORMATION SOLUTIONS INC	81847088	028597	001-2700-442.23-33	OCT 2017 METROSCAN SRVC PLANNING	100.00
					001-2740-442.23-33	OCT17 METROSCAN-CODE ENFC	50.00
					001-3000-442.30-17	ENG. METROSCAN	66.68
					001-4000-461.36-09	FFTBALL MEDALS	474.10
					702-3800-480.23-49	TIRE RECYCLING FEE	154.50
					001-1900-412.25-06	AUDITOR REQUESTS	16.00
162066	11/16/2017	DAVIS, JOSEPH	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	193.75
162067	11/16/2017	ELITE FIRE PROTECTION	45323	028761	001-3200-412.30-02	FIRE EXTINGUISHERS	299.76
162068	11/16/2017	ELIZONDO, MARIO	MEAL 03/30/17		670-7000-473.25-06	OUTAGE @ 1600-1900 N SAN GORGONIO - VOID & REISSUE	16.00
162069	11/16/2017	ENVIRONMENTAL CONSTRUCTION, INC	2016-04-03	028623	855-0000-238.00-00	2016-04 R WILLIAMS PARK - RETAINAGE	(12,990.26)
					855-9500-490.90-30	2016-04 R WILLIAMS PARK	259,805.26
					001-0000-201.10-00	SALES TAX	(18.99)
162070	11/16/2017	EVIDENT, INC.	124976A	028764	001-2200-421.36-62	HAZ LABS/NIK U TEST/INK	283.72
162071	11/16/2017	FALTO, CONSTANCE	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	176.54
162072	11/16/2017	FEDEX	5-975-40313	028538	001-2200-421.23-04	TASER/PUNJA FOR REPAIR	60.72
162073	11/16/2017	FISHER, ROBERT	TUITION REIMB17		001-1300-412.25-09	TUITION REIMB 2017-2018 CRIMINOLOGICAL THEORY	621.00
162074	11/16/2017	FOSTER, SCOTT	MILEAGE11/03/17		610-5800-434.25-05	TRANSIT & PARATRANSIT MING CERTIFICATE PROGRAM	79.50
162075	11/16/2017	FOX OCCUPATIONAL MEDICAL CENTER	22683-87667		001-1300-412.33-32	PRE-EMPLOYMENT EXAMS DRUG SCREENINGS	245.00
			55361-87668	027927	660-6300-471.33-32	DOT EXAMS	40.00
					702-3800-480.33-32	DOT EXAMS	40.00
162076	11/16/2017	FRONTIER COMMUNICATIONS	2090560495NOV17		001-4500-412.26-05	ACCT # 209-056-0495 OCT 28,2017 - NOV 27,2017	918.20
			2131817186OCT17		703-3700-480.30-17	213-181-7186 OCT 19,2017 - NOV 18,2017	299.88
					001-4500-412.26-05	ACCT # 951-849-3260 OCT 28,2017 - NOV 27,2017	245.45
					001-2200-421.26-05	ACCT # 951-849-6777 11/01/2017 - 11/30/2017	102.44
					001-4500-412.26-05	ACCT # 951-922-3201 NOV 1,2017 - NOV 30,2017	309.46
					660-6300-471.45-16	GOGGLES, L-FRAME SAND JET BL, P/N 01-631	62.50
162077	11/16/2017	FROST, JEFF	96515755				
162078	11/16/2017	HEADLEY, MARTIN	FEB 17 - JUL 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2017 -JUL 2017	129.93
162079	11/16/2017	HERNANDEZ, VICKIE MARIE	11042017		001-2210-421.23-06	TUITION - FOLLOW MY LEAD CHOREOGRAPHY OF LEADERSHP	53.74
			MEAL 10/31/17		001-2210-421.25-06	7 HOURS OT SHIFT COVERAGE SICK CALL OUT	16.00
					001-2210-421.25-06	SHIFT COVERAGE FOR CHELSE YOUNGBLOOD	48.00
					430-2900-441.33-11	CITY FACILITIES PLANNING	479.74
162080	11/16/2017	HOLT ARCHITECTS INC	17-10-001	028292	560-6300-471.90-78	CITY FACILITIES PLANNING	639.73
					573-7000-473.33-11	CITY FACILITIES PLANNING	959.48

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162080	11/16/2017	HOLT ARCHITECTS INC	17-10-091	028292	680-8000-454.90-78	CITY FACILITIES PLANNING	319.75
162081	11/16/2017	HOME DEPOT #8987	5975002	028552	001-3200-412.30-02	RUBBER HOSE/STEEL CHANNEL	64.55
162082	11/16/2017	I.B.E.W. LOCAL 47	7970325	028552	001-3200-412.30-02	KNOBSET, CLAMPS	24.49
162083	11/16/2017	JENKINS & HOGIN, LLP	24743		001-0000-204.53-00	GEN/UTILITY UNION DUES FOR OCTOBER 2017	7,362.22
					002-0000-222.32-33	LEGAL SERVICES AUG 2017 SERVICES THROUGH 8/31/17	100.00
					002-2800-361.41-02	LEGAL SERVICES AUG 2017 SERVICES THROUGH 8/31/17	(100.00)
					002-2800-441.33-04	LEGAL SERVICES AUG 2017 SERVICES THROUGH 8/31/17	100.00
					700-5300-480.33-04	LEGAL SERVICES AUG 2017 SERVICES THROUGH 8/31/17	20,241.00
					002-0000-222.35-00	LEGAL SERVICES SEPT 2017	1,100.00
			24804		002-2800-361.41-02	LEGAL SERVICES SEPT 2017	(1,100.00)
					002-2800-441.33-04	LEGAL SERVICES SEPT 2017	1,100.00
					700-5300-480.33-04	LEGAL SERVICES SEPT 2017	13,334.45
					700-5300-480.33-04	LEGAL SERVICES SEPT 2017	852.50
			24805		700-5300-480.33-04	LEGAL SERVICES SEPT 2017	18,776.15
			24806		700-5300-480.33-04	LEGAL SERVICES SEPT 2017	4,520.00
			24859		700-5300-480.33-04	OCTOBER 2017 LEGAL SRVCS	2,744.00
			24860		700-5300-480.33-04	OCTOBER 2017 LEGAL SRVCS	8,682.55
			24861		700-5300-480.33-04	OCTOBER 2017 LEGAL SRVCS	1,107.48
162084	11/16/2017	KAWECKI, MICHAEL	24852		700-5300-480.33-04	OCTOBER 2017 LEGAL SRVCS	16.00
162085	11/16/2017	KIM, SHANNON & USA	MEAL 10/25/17		001-3200-412.32-06	GATE PROBLEMS @ PD	69.78
162086	11/16/2017	KUE, GER	000095261		001-0000-218.22-22	UB CR REFUND-FINALS 000000912	16.00
162087	11/16/2017	LEAF	MEAL 10/30/17	028663	001-4000-461.25-06	CALL BACK FOR COVERAGE	310.50
			7797609	028739	001-2200-421.32-06	LANIER MPC5503 LEASE PAY	303.35
			7851923	027350	001-4050-461.32-06	COPIER	18,852.54
162088	11/16/2017	LEIDOS ENGINEERING, LLC	101V-0004207999		674-7000-473.96-32	ENG SERVICES	13,860.58
					674-7000-473.96-33	ENG SERVICES	182.00
162089	11/16/2017	LIEBERT CASSIDY WHITMORE	1447361		700-5040-480.33-11	LEGAL SERVICES RENDERED THROUGH 9/30/17	2,244.00
162090	11/16/2017	MARTIN, VALERIA	TUITION REIMB17		001-1300-412.25-09	TUITION REIMBURSEMENT F17 CIS 270 & PHI353	69.87
162091	11/16/2017	MARTINEZ, ALFONSO	000095595		001-0000-218.22-22	UB CR REFUND-FINALS 000000898	
162092	11/16/2017	MASTEN, STAR	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 - SEP 2017	142.24
162093	11/16/2017	MERCHANTS BUILDING MAINTENANCE, LLC	460679	028754	001-3200-412.33-18	CUSTODIAL - CITY HALL JULY 2017	1,716.99
			460680	028754	001-2200-421.33-18	PD CUSTODIAL SERVICES JULY 2017	2,238.52
			460681	028754	001-3200-412.33-18	CUSTODIAL - CITY YARD JULY 2017	401.87
			460682	028754	001-3200-412.33-18	CUSTODIAL - WATER SHOP JULY 2017	265.79
			460683	028754	001-3200-412.33-18	CUSTODIAL - FLEET SHOP JULY 2017	128.54
			463137	028754	001-3200-412.33-18	CUSTODIAL - CITY HALL AUGUST 2017	1,716.99
			463138	028754	001-2200-421.33-18	PD CUSTODIAL SERVICES AUGUST 2017	2,238.52
			463139	028754	001-3200-412.33-18	CUSTODIAL - CITY YARD AUGUST 2017	401.87
			463140	028754	001-3200-412.33-18	CUSTODIAL - WATER SHOP AUGUST 2017	265.79
			463141	028754	001-3200-412.33-18	CUSTODIAL - FLEET SHOP AUGUST 2017	128.54
			463142	028754	001-3200-412.33-18	CUSTODIAL - WAREHOUSE AUGUST 2017	354.64
			465883	028754	001-3200-412.33-18	CUSTODIAL - CITY HALL SEPTEMBER 2017	1,716.99
			465884	028754	001-2200-421.33-18	PD CUSTODIAL SERVICES SEPTEMBER 2017	2,238.52
			465885	028754	001-3200-412.33-18	CUSTODIAL - CITY YARD SEPTEMBER 2017	401.87
			465886	028754	001-3200-412.33-18	CUSTODIAL - WATER SHOP SEPTEMBER 2017	265.79
			465887	028754	001-3200-412.33-18	CUSTODIAL - FLEET SHOP SEPTEMBER 2017	128.54
			465888	028754	001-3200-412.33-18	CUSTODIAL - WAREHOUSE SEPTEMBER 2017	354.64
			465824	028754	001-3200-412.33-18	CUSTODIAL - CITY HALL OCTOBER 2017	1,716.99
			465825	028754	001-2200-421.33-18	PD CUSTODIAL SERVICES OCTOBER 2017	2,238.52
			465826	028754	001-3200-412.33-18	CUSTODIAL - CITY YARD OCTOBER 2017	401.87
			465827	028754	001-3200-412.33-18	CUSTODIAL - WATER SHOP OCTOBER 2017	265.79
			465828	028754	001-3200-412.33-18	CUSTODIAL - FLEET SHOP OCTOBER 2017	128.54
			465829	028754	001-3200-412.33-18	CUSTODIAL - WAREHOUSE OCTOBER 2017	354.64
162094	11/16/2017	MOLEDOR, JEROME	TUITION REIMB		001-1300-412.25-09	D-1 TEST FEE & CERT FEE	105.00
162095	11/16/2017	MORGAN, AMANDA	MILEAGE 10/19		201-4060-461.25-05	SENIOR SYMPOSIUM 10/20/17 BALDWIN PARK, CA	73.05
162096	11/16/2017	MOSS BROS CDJR SAN BERNARDINO	1528219	028799	702-3800-480.38-52	#602 TRIM PANEL	58.29
162097	11/16/2017	OFFICE DEPOT	970425813001	028526	761-3100-480.36-00	ORGANIZER, STAPLER	242.14
			970428111001	028526	761-3100-480.36-00	PLANTRONICS HEADSET	39.81

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162097	11/16/2017	OFFICE DEPOT	970428112001	028526	761-3100-480.36-00	PENS	14.61
			970428113001	028526	761-3100-480.36-00	3 SELF-INK DATER	116.34
			970854122001	028526	761-3100-480.36-00	PENS, FORM HOLDER	155.45
			973150554001	028526	001-2200-421.36-00	RCHG BATTERY-BREATHALYZER	76.25
			973820399001	028526	001-2200-421.36-00	PLANNER/CALENDARS/FOLDERS	86.30
			974291043001	028526	001-1000-411.36-07	COUNCIL SNACKS	15.99
			55595773.002	028628	670-7000-473.95-06	FLUKE THERMAL IMAGER	3,512.65
			55616002.003	028700	670-7000-473.45-05	EXPEDITE FEE	962.21
			080717	028777	702-3800-480.30-06	YARD UST INSPECTION	125.00
			090517	028777	702-3800-480.30-06	YARD UST INSPECTION	125.00
162098	11/16/2017	ONE SOURCE DISTRIBUTORS	091117	028777	702-3800-480.30-06	YARD AQMD TESTING	328.11
			092717	028777	702-3800-480.30-06	YARD UST REPAIRS	650.00
			107517	028777	702-3800-480.30-06	YARD UST INSPECTION	192.43
			2030159758	028549	702-3800-480.30-05	ROADSIDE ASSISTANCE	125.00
			62-804961	028583	702-3800-480.38-52	#222 COOLANT HOSE	305.72
			62-804931	028583	702-3800-480.38-52	#37 WINDOW REGULATOR	61.92
			62-809612	028583	702-3800-480.38-52	#806 MASTER CYLINDER	33.45
			62-811575	028583	702-3800-480.38-52	#812 AUTO XL V-BELT	60.35
			62-824757	028583	702-3800-480.38-52	#812 AUTO XL V-BELT	15.51
			62-827343	028583	702-3800-480.38-52	#812 DRAIN COCK	15.51
162101	11/16/2017	PARKHOUSE TIRE, INC.	62-828119	028583	702-3800-480.38-52	12 VOLT BATTERY	4.46
			64-549492	028583	702-3800-480.38-52	STOCK NACO WIPER PROR	222.07
			91-013359	028583	702-3800-480.38-52	CREDIT- CLR BRKCLNR ACC POS SENSRS	14.74
			91-013377	028583	702-3800-480.38-52	WINDOW REGULATOR	(106.27)
			91-013405	028583	702-3800-480.38-52	CALIPER W/BRCKT U- JOINT	(38.19)
			91-013410	028583	702-3800-480.38-52	WINDOW REGULATOR	(84.07)
			91-013543	028583	702-3800-480.38-52	AUTO XL V-BELTS	(38.19)
			91-075187	028583	702-3800-480.38-52	MASTER CYLINDER & AUTO XL V-BELTS	(13.65)
			91-075198	028583	702-3800-480.38-52	#812 HEATER HOSE	(51.36)
			91-075242	028583	702-3800-480.38-52	#812 COOLANT HOSE	17.66
162102	11/16/2017	PAYPRO ADMINISTRATORS	91-075380	028583	702-3800-480.38-52	#812 ANTI-FREEZE	7.28
			91-075506	028583	702-3800-480.38-52	#806 MASTER CYLINDER	67.49
			91-075534	028583	702-3800-480.38-52	#812 V-BELTS	34.62
			91-075647	028583	702-3800-480.38-52	#806 BRAKEFLUID	42.39
			91-076037	028583	702-3800-480.38-52	#054 WIPER BLADES	14.20
			91-076340	028583	702-3800-480.38-52	#806 BRAKE HOSE	15.19
			91-076377	028583	702-3800-480.38-52	#812 HALOGEN BEAM	35.02
			91-076390	028583	702-3800-480.38-52	#812 VACUUM TUBE,RAD CAP	17.07
			91-076391	028583	702-3800-480.38-52	12 V BATTERY	15.46
			91-076395	028583	702-3800-480.38-52	BATTERY FEE	222.07
162103	11/16/2017	Perez, Cynthia & Henry	91-076451	028583	702-3800-480.38-52	BATTERY FEE	2.00
			91-076454	028583	702-3800-480.38-52	#812 TEMP SWITCH	8.54
			91-076468	028583	702-3800-480.38-52	#812 POWER STEERING HOSE	2.00
			91-076517	028583	702-3800-480.38-52	#622 EVAP PURGE VALVE	63.24
			95-090598	028583	702-3800-480.38-52	#806 BRASS FITTINGS	54.49
			44326	028583	702-3800-480.38-52	#37 WINDOW REGULATOR	11.41
			000077305	028583	001-1300-412.33-11	OCTOBER 2017 COBRA ADMIN QUALIFYING EVENT	38.19
			000077305	028583	001-0000-218.22-22	UB CR REFUND-FINALS 000007860	138.00
			0011021814	028572	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 -AUG 2017	73.87
			0011022961	028572	001-3600-461.23-01	CITY PARKS LANDSCAPE MAINT	191.57
162104	11/16/2017	PRATT, EDWARD	0011022961	028572	001-4000-461.23-01	ADVERTISE SCTY IN PARK	211.20
			0011022961	028572	001-3600-461.90-06	PROJ 2017-14 LIONS PARK	173.80
			0011034140	028572	001-3000-442.23-01	ORDNANCE 1516	237.60
			22506316	028553	761-3110-480.25-02	F5R UNIFORMS	138.60
			22509858	028553	702-3800-480.23-16	FLEET UNIFORMS/TOWELS	26.23
			0011022961	028572	001-4000-461.23-01	ADVERTISE SCTY IN PARK	10.36
			0011022961	028572	001-3600-461.90-06	PROJ 2017-14 LIONS PARK	
			0011034140	028572	001-3000-442.23-01	ORDNANCE 1516	
			22506316	028553	761-3110-480.25-02	F5R UNIFORMS	
			22509858	028553	702-3800-480.23-16	FLEET UNIFORMS/TOWELS	

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162106	11/16/2017	PRUDENTIAL OVERALL SUPPLY	22509868	028553	702-3800-480.25-02	FLEET UNIFORMS/TOWELS	23.50
			22509869	028553	100-4900-431.25-02	STREET UNIFORMS	15.20
			22509870	028553	001-3600-461.25-02	PARKS UNIFORMS	6.65
			22509872	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
			22509873	028553	670-7000-473.25-02	EL UNIFORMS SERVICE	157.19
			22513437	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	115.86
					610-5850-434.25-02	UNIFORM SERVICE	4.93
					702-3800-480.23-16	FLEET UNIFORMS/TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS/TOWELS	23.50
					100-4900-431.25-02	STREET UNIFORMS	15.20
					001-3600-461.25-02	PARKS UNIFORMS	6.65
					761-3110-480.25-02	FSR UNIFORMS	26.23
					100-4900-431.25-02	STREET UNIFORMS	15.20
					001-3600-461.25-02	PARKS UNIFORMS	6.65
162107	11/16/2017	RAINEY-AUBRY, VICKI	000095839	028553	001-0000-218.22-22	UB CR REFUND-FINALS 000014958	200.64
162108	11/16/2017	RAMIREZ, CHRISTINE	000076537		001-0000-218.22-22	UB CR REFUND-FINALS 000050346	145.18
162109	11/16/2017	RAPID DATA INC.	10728		111-4900-432.23-33	ASSESSMENT YEAR 2017-2018 COMPUTER SRV FUND 68-2058	850.00
162110	11/16/2017	RELIABLE WORKPLACE SOLUTIONS	AP56323	028568	001-4000-461.23-02	PRINTER	140.42
162111	11/16/2017	RON'S BEE SERVICE	812	028594	100-4900-431.23-24	BEE REMOVAL 2ND STREET	100.00
162112	11/16/2017	RUELAS, ELIAS	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017 -OCT 2017	135.32
162113	11/16/2017	SAYESKI, CHRISTOPHER	MAY 10/05/17		001-2200-421.23-06	EVOC UPDATE TRAINING 10/5	12.00
162114	11/16/2017	SIBOLE, BRAD A	000091259		001-0000-218.22-22	UB CR REFUND-FINALS 000054566	64.33
162115	11/16/2017	SIEMENS INDUSTRY, INC		028207	100-4900-431.30-09	UB CR REFUND-FINALS 000054568	38.96
			5610018333	028207	100-4900-431.30-09	TRAFFIC SIGNAL MAINT SEPTEMBER 2017	630.00
			5610073456	028207	100-4900-431.30-09	TRAFFIC SIGNAL MAINTANCE AUGUST 2017	630.00
			5620013724	028207	100-4900-431.30-09	TRAFFIC SIGNAL REPAIRS AUGUST 2017	396.29
			5620018026	028207	100-4900-431.30-09	TRAFFIC SIGNAL REPAIRS SEPTEMBER 2017	775.06
162116	11/16/2017	SILVER & WRIGHT, LLP	22822		700-5300-480.33-04	SEPTEMBER 2017 RECURSHIP ATTORNEY SERVICES	11,319.66
162117	11/16/2017	SMART & FINAL	021578	028528	001-4000-461.36-09	TOT TIME SNACKS	37.13
162118	11/16/2017	SO CAL WEST COAST ELECTRIC, INC	20610	028689	001-3600-461.30-01	REPLIER PARK PEDESTAL	1,928.00
162119	11/16/2017	SOLIS & ALEJANDRA	000094299		001-0000-218.22-22	UB CR REFUND-FINALS 000020990	78.58
162120	11/16/2017	SONSRAV MACHINERY LLC	W03249-02		702-3800-480.30-05	#824 WIRING REPAIR	809.82
162121	11/16/2017	SOUTHERN CALIFORNIA GAS CO	092423104810C17	028767	702-3800-480.36-61	FLEET CNG FUEL 10/01/2017 - 11/01/2017	6,176.76
162122	11/16/2017	STONE, PAMELA	MAY 10/28/17		001-2210-421.25-06	SHIFT COVERAGE -A GIFFORD EXTENSION OF REG WORK DAY	16.00
162123	11/16/2017	THE SOCO GROUP, INC.	MAY 10/29/17		001-2210-421.25-06	NO SHIFT COVERAGE FOR SICK CALL OUT	16.00
162124	11/16/2017	ULINE	0427900-1N	028768	702-3800-480.36-14	DRIVE TRAIN TRANS OIL	476.48
162125	11/16/2017	UNITED ROTARY BRUSH CORPORATION	91561053	028766	001-2200-421.36-62	L/XL GLOVES-PD PROTECTION	890.84
			300511	028682	100-4900-431.38-57	STREET SWEEPER BROOMS	96.66
			301200	028682	100-4900-431.38-57	STREET SWEEPER BROOMS	197.19
			3300904	028682	100-4900-431.38-57	STREET SWEEPER BROOMS	193.33
162126	11/16/2017	UTILITY TREE SERVICE	81790817	028387	670-7000-473.23-17	TREE TRIM SVC WE 10/28/17	4,400.00
162127	11/16/2017	VERIZON WIRELESS	82196417	028387	670-7000-473.23-17	TREE TRIM SVC WE 11/04	4,400.00
			9795265653		001-2200-421.26-05	ACCT # 570653806-00001 SEP 27 2017 - OCT 26,2017	152.04
			9795265654		001-2740-442.26-05	ACCT # 570653806-00002 SEP 27 2017 - OCT 26,2017	76.02
162128	11/16/2017	VILLEGAS, JOSE	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017 -OCT 2017	185.27
162129	11/16/2017	VIRGINIA TRANSFORMER CORP	51385	028184	001-0000-201.10-00	SALES TAX	(2,810.53)
					674-7000-473.96-32	FINAL DOC ALOLA TRANSF	38,259.47
					001-0000-201.10-00	SALES TAX	(25,294.77)
162130	11/16/2017	VISTA PAINT	2017-839436-00	028571	100-4900-431.36-00	TRAFFIC PAINT FLAT WHITE	69.55
			2017-850769-00	028571	100-4900-431.38-54	GRAFFITI PAINT	712.10
162131	11/16/2017	VULCAN MATERIALS	170544	028789	660-6300-471.45-17	FINANCE CHRGR INV71557993	33.98
			71587510	028789	660-6300-471.45-17	COLD MIX	1,476.44
			71628099	028789	660-6300-471.45-17	COLD MIX	1,496.72

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162132	11/16/2017	WARE, KENNETH	MEAL 11/03/17		610-5800-434.25-06	CALL DRIVER TO COVER ROUTE 6	16.00
162133	11/16/2017	WASTE MANAGEMENT OF THE	SEPTEMBER 2017	028720	690-9600-453.23-10	REFUSE - SEPTEMBER 2017	236,481.70
162134	11/16/2017	WELDOR'S SUPPLY AND STEEL	56771	028720	702-3800-480.38-52	ACETYLENE TORCH TIP	47.53
			56808		702-3800-480.38-52	GRIND WHEEL,HITCH	53.32
162135	11/16/2017	WELLS, KAREN	APR 17 - SEP 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 -SEP 2017	172.74
162136	11/16/2017	WESTRUX INTERNATIONAL INC	KW42664	028719	702-3800-480.23-49	REPAIR COOLANT #809	334.80
162137	11/16/2017	WHENEVER COMMUNICATIONS, LLC	9408-93802	028289	702-3800-480.30-05	REPAIR COOLANT #809	7,494.68
162138	11/16/2017	WOODARD & CURRAN, INC	24988	028485	703-3700-480.30-19	SATELLITE PHONES	278.94
162139	11/16/2017	YANG, CHE	REIMB 11/02/17		660-6300-471.33-11	IRWM DEVELOPMENT	107,640.81
162140	11/16/2017	ZEIGLER-LYONS, NANCY E	000094971		001-1300-412.41-16	ORAL BOARD LUNCH REIMB FSR INTERVIEWS 11/02/2017	29.98
162141	11/16/2017	ZENNER PERFORMANCE METERS, INC	0037638-IN	028787	001-0000-218.22-22	UB CR REFUND-FINALS 000018758	97.90
162142	11/23/2017	AL'S KUBOTA TRACTOR	107657	028540	660-6300-461.30-06	CERT TEST-WATER METER	50.00
162143	11/23/2017	AMERICAN FORENSIC NURSES	69395	028806	001-3600-461.30-06	SHROUD	73.77
			69520	028806	001-2200-421.33-31	JUL17-NURSE STANDBY FEES	800.00
			69640	028806	001-2200-421.33-31	AUG17-NURSE STANDBY FEES	800.00
			69641	028806	001-2200-421.33-31	23152 BLOOD DRAW	50.00
			69658	028806	001-2200-421.33-31	BLOOD DRAWS	120.00
			69702	028806	001-2200-421.33-31	SEP17-NURSE STANDBY FEES	800.00
			69772	028806	001-2200-421.33-31	BLOOD DRAWS	120.00
			69774	028806	001-2200-421.33-31	OCT17-NURSE STANDBY FEES	800.00
			69819	028806	001-2200-421.33-31	PD BLOOD DRAWS	280.00
			69831	028806	001-2200-421.33-31	CHP BLOOD DRAWS	50.00
			69877	028806	001-2200-421.33-31	PD BLOOD DRAWS	300.00
			69896	028806	001-2200-421.33-31	CHP BLOOD DRAWS	150.00
			69898	028806	001-2200-421.33-31	NOV17-NURSE STANDBY FEES	800.00
			69962	028806	001-2200-421.33-31	PD BLOOD DRAWS	220.00
			70008	028806	001-2200-421.33-31	CHP BLOOD DRAWS	50.00
			70027	028806	001-2200-421.33-31	DEC17-NURSE STANDBY FEE	800.00
			70078	028806	001-2200-421.33-31	PD BLOOD DRAW FEES	160.00
			70077	028806	001-2200-421.33-31	CHP BLOOD DRAW FEES	150.00
			70085	028806	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	200.00
			70130	028806	001-2200-421.33-31	CHP BLOOD DRAWS	50.00
162144	11/23/2017	APOSTOLIC ASSEMBLY	283524		001-4000-331.25-02	EVENT NOT HELD	45.00
					001-4000-331.25-16	EVENT NOT HELD	52.50
162145	11/23/2017	ARROW STAFFING SERVICE	101779		673-7000-473.95-31	R HAWKES W/E 10/28/2017	165.30
162146	11/23/2017	ARROYO BACKGROUND INVESTIGATIONS	1438	028559	001-1300-412.33-11	POLICE BACKGROUNDS	1,320.00
162147	11/23/2017	AUSTRIUM, RICHARD & DIANA	FEB 17 - JUL 17		670-7000-356.38-01	MEDICAL LIFELINE REBATE FEB 2017 - JULY 2017	116.87
162148	11/23/2017	AVERY, ALEXANDRA	MEAL 11/15/17		675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE FEB 2017 -JUL 2017	3.84
162149	11/23/2017	BARNES & THORNBERG AS ESCROW AGENTS	CWH41140-1-2017		001-2210-421.25-06	12 HOURS OT SICK COVERAGE ADMIN LEAVE	48.00
162150	11/23/2017	BEAUMONT DO IT BEST HOME CENTER	448233	028527	600-5100-435.41-04	2017-2018 MONITORING YEAR	4,950.00
			448283	028527	001-3600-461.30-16	FLEX TAPE & UTILITY PUMP	52.78
			448326	028527	610-5800-434.36-00	DRILL BIT TRANSIT	11.63
			69895	028570	001-3200-412.30-01	OUTDOOR GFI COVERS	6.23
			2017-70		001-3200-412.30-02	LOCKS & KEYS	23.71
162151	11/23/2017	BEAUMONT SAFE & LOCK	34290	028807	610-5800-351.35-80	BUS TICKET RECONCILIATION OCTOBER 2017	0.00
162152	11/23/2017	BEAUMONT, CITY OF	34291	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	357.50
162153	11/23/2017	BIO-TOX LABORATORIES	34388	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	166.50
			34430	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	278.50
			34431	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	383.00
			34519	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	87.00
			34627	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	478.50
			34628	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	627.00
			34730	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	1,054.00
			34768	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	226.00
			34769	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	2,196.50
					001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	744.00

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162153	11/22/2017	BIO-TOX LABORATORIES	34570	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	226.00
			34904	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	760.00
			34905	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	362.50
			35008	028807	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	188.50
162154	11/22/2017	BOUCHARD, TRISTA	000087425		001-0000-218.22-22	UB CR REFUND-FINALS 000002352	105.46
162155	11/22/2017	BT SUPPLIES WEST	807035	028800	001-3200-412.36-03	MISC JANITORIAL SUPPLIES	667.03
162156	11/22/2017	CALIFORNIA PARK & REC SOCIETY	2015 CPRES CONF	028762	001-4000-461.23-06	2018 CONFERENCE FEE FOSTER,SANDOVAL,MORGAN	1,275.00
						FULL TIME MEMBERSHIP SANDOVAL & FOSTER	425.00
162157	11/22/2017	CALIFORNIA, STATE OF	267684		001-1300-412.33-11	OCTOBER 2017 LIVE SCANS FEES	96.00
			269956	028550	001-2200-421.33-31	OCT17-BLD ALCH ANALYSIS	140.00
162158	11/22/2017	CALIFORNIA, STATE OF	266224		001-2200-412.33-94	OCTOBER 2017 LIVE SCAN CUSTOMER # 142831	2,554.00
162159	11/22/2017	CAPITAL REALTY ANALYSTS, INC	17-2053	028563	001-1210-412.33-11	COMMERCIAL APPRAISAL FEES	1,800.00
162160	11/22/2017	CAROLLO ENGINEERS	0162537	028259	661-6300-471.90-78	MASTER PLAN-WATER	12,070.71
					662-6300-471.90-10	MASTER PLAN-WATER	9,687.09
					681-8000-454.90-78	MASTER PLAN-WATER	10,716.53
162161	11/22/2017	CARTER, HAROLD EDWARD & JO ANN	APIV 543-22-0025		375-0000-112.00-00	16/17 SPECIAL ASSESSMENT REFUND	1,487.68
						17/18 SPECIAL ASSESSMENT REFUND	1,462.82
162162	11/22/2017	CDW GOVERNMENT, INC	KLXG237	028524	001-1900-412.89-48	TOWER FOR PAYROLL	1,573.15
			KLZ1850	028524	001-1900-412.89-48	MONITORS,DUAL STAND	460.15
			KLZ7662	028524	001-1900-412.89-48	MS SURFACE PRO & DOCK	1,222.47
			KRW0346	028524	001-1900-412.89-48	MS SURFACE PRO TYPE COVER	129.27
			KSG8026	028524	001-1910-412.89-48	MOUSE AND CASE	79.10
			KSP1792	028524	001-1910-412.89-48	DELL AC ADAPTER	68.97
			KSV0220	028524	001-1900-412.89-48	MONITORS, DUAL MON STAND	485.15
162163	11/22/2017	CHARLES ABBOTT ASSOCIATES, INC	57542	028250	001-3000-442.33-53	ON CALL ENG SERVICES	4,992.50
162164	11/22/2017	CIVICPLUS	REC1-012782	028731	001-4000-461.89-49	CIVICPLUS	6,000.00
162165	11/22/2017	COSTAR REALTY INFORMATION, INC	105553000-1	028730	001-1210-412.33-11	COMM PROPERTY LISTING	153.20
162166	11/22/2017	DAVIS, JONATHAN	MEAL 11/14/17		001-2060-446.25-06	CITY COUNCIL MEETING	16.00
			MEAL 11/16/17		001-2060-446.25-06	SCHOOL BOARD MEETING	16.00
162167	11/22/2017	DE LA FUENTE, SONJA	MEAL 11/14/17		001-1200-412.25-06	CITY COUNCIL MEETING	16.00
162168	11/22/2017	DIAZ, ALEJANDRO	1663474		001-2200-421.41-92	HALLOWEEN FEST CANDY 2017 HALLOWEEN FEST	59.96
						TRANSPORTATION TO HOTEL CA MASSAGE THERAPY COUNCL	18.00
			LYFT 11/01/17		001-2200-421.23-05	PARKING - ONTARIO AIRPORT CMTA BOARD MEETING	36.00
			PARKING 11/02		001-2200-421.23-05	HOTEL - CA MASSAGE THERAPY	382.53
162169	11/22/2017	DIMITRIJEVICH, JAMES	TRAVEL 11/01/17		670-7000-356.38-01	MEDICAL LIFELINE REBATE MAY 2016 - OCT 2016	36.85
			MAY 16 - OCT 16		675-7020-356.38-15	PUBLIC BENEFIT CHARGE RBT MAY 2016 - OCT 2016	1.39
162170	11/22/2017	DIRECTV	32805966223	028599	001-2200-421.26-09	PD MOBILE COMMAND SATLLITE NOV 9, 2017 - DEC 8, 2017	23.25
162171	11/22/2017	ENVIRONMENTAL KLEAN-UP DBA	2017-1319	028538	001-2740-442.23-39	NUISANCE 535-110-011&012	4,971.00
			2017-1320	028538	001-2740-442.23-39	SHIPPING & HANDLING	620.00
162172	11/22/2017	FEDEX	5-982-00614		761-3110-480.23-04	SHIPPING & HANDLING	46.91
			5-990-50400	028538	001-1900-412.23-04	SHIPPING & HANDLING	106.91
					001-2200-421.23-04	SHIPPING & HANDLING	24.76
162173	11/22/2017	FRONTIER COMMUNICATIONS	2091885918NOV17		001-2200-421.26-05	ACCT # 209-188-5918 OCT 28,2017 - NOV 27,2017	45.70
					001-2400-422.26-05	ACCT # 209-188-5918 OCT 28,2017 - NOV 27,2017	55.87
					001-4500-412.26-05	ACCT # 209-188-5918 OCT 28,2017 - NOV 27,2017	1,040.92
					660-6300-471.26-05	ACCT # 209-188-5918 OCT 28,2017 - NOV 27,2017	488.18
					670-7000-473.26-05	ACCT # 209-188-5918 OCT 28,2017 - NOV 27,2017	220.46
					702-3800-480.26-05	ACCT # 209-188-5918 OCT 28,2017 - NOV 27,2017	56.26
					001-2200-421.26-05	ACCT # 209-188-5918 SEP 28,2017 - OCT 27,2017	45.70
					001-2400-422.26-05	ACCT # 209-188-5918 SEP 28,2017 - OCT 27,2017	27.74
					001-4500-412.26-05	ACCT # 209-188-5918 SEP 28,2017 - OCT 27,2017	1,033.78
					660-6300-471.26-05	ACCT # 209-188-5918 SEP 28,2017 - OCT 27,2017	486.54
					670-7000-473.26-05	ACCT # 209-188-5918 SEP 28,2017 - OCT 27,2017	219.39
					702-3800-480.26-05	ACCT # 209-188-5918 SEP 28,2017 - OCT 27,2017	55.97
					001-2200-421.26-05	ACCT # 213-019-7968 NOV 7, 2017 - DEC 6, 2017	316.90
					001-4500-412.26-05	ACCT # 951-769 -5052 NOV 4, 2017 - DEC 3, 2017	61.08
					001-2200-421.26-05	ACCT # 951-849-1575 NOV 13,2017 - DEC 12,2017	117.42

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162173	4/30/17	FRONTIER COMMUNICATIONS	9518494533NOV17		001-2200-421.26-05	ACCT # 951-849-4533 NOV 4, 2017 - DEC 3, 2017	47.20
			9518497124NOV17		001-4500-412.26-05	ACCT # 951-849-7124 NOV 10, 2017 - DEC 9, 2017	111.28
			9519220262NOV17		001-4500-412.26-05	ACCT # 951-922-0262 NOV 4, 2017 - DEC 3, 2017	111.28
162174	11/22/2017	GAS COMPANY, THE	07702683751NO17		001-2200-421.26-06	125 E RAMSEY ST OCT 12, 2017 - NOV 14, 2017	100.93
162175	11/22/2017	GONZALEZ, ARMIDA	MAR 17 - AUG 17	028641	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017 - AUG 2017	102.43
162176	11/22/2017	GRAINGER	9005263704	028641	001-3200-412.30-02	DOOR TRACK HANGER(1)	41.69
162177	11/22/2017	GUERRERO, CRISTOVAL	9610782039		001-3200-412.30-02	DOOR TRACK HANGER (4)	166.80
			MEAL 11/02/2017		702-3800-480.25-06	BUS STOP BEHIND BIG 5 SWAP OUT BUS FOR #221	16.00
162178	11/22/2017	HARDER, TERRY	FEB 17 - JUL 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2017 - JUL 2017	80.95
162179	11/22/2017	HERNANDEZ, VICKIE MARIE	MEAL 11/07/17		001-2210-421.25-06	12 HOURS OT SICK COVERAGE FOR CHELSE YOUNGBLOOD	48.00
162180	11/22/2017	HERRERA, ANITA	APR 17 - SEP 17	028552	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 - SEP 2017	55.46
162181	11/22/2017	HOME DEPOT #8987	0970624		001-3200-412.30-01	WASHERS & TOOLS	6.97
			0970660	028552	001-3200-412.36-16	WASHERS & TOOLS	32.26
			4970906	028552	001-3200-412.30-02	FAUCET & SUPPLY LINE	385.06
			9571127	028552	001-3200-412.30-01	QUIKRETE CONCRETE MIX	54.16
			115139	028657	001-3200-412.30-02	DRILL BIT/SAWZALL BLADES	48.42
162182	11/22/2017	HR GREEN CALIFORNIA, INC.	20171124		001-3000-442.33-53	ENVIRONMENTAL ENGINEERING	1,001.50
162183	11/22/2017	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20171124		001-0000-204.80-10	PAYROLL SUMMARY	2,350.57
162184	11/22/2017	ICMA RETIREMENT TRUST 457	102017	028729	001-1000-411.33-11	FEDERAL LOBBYING SERVICES OCTOBER 2017	369.74
162185	11/22/2017	INNOVATIVE FEDERAL STRATEGIES	20144624	028694	703-3700-480.33-11	OFFSITE MEDIA STORAGE	3,500.00
162186	11/22/2017	IRON MOUNTAIN INFORMATION MGMT, LLC	APR - JUN 2017		001-0001-302.11-03	QUARTERLY SALES TAX REBAT 2017 QTR 2	41,008.99
162187	11/22/2017	KHAN PROPERTIES AND HOLDINGS, LLC	JAN - MAR 2017		001-0001-302.11-03	QUARTERLY SALES TAX REBAT 2017 QTR 1	32,086.55
162188	11/22/2017	L. J. Z., LLC	000094907		001-0000-218.22-22	UB CR REFUND 000002668	88.65
162189	11/22/2017	LAM, ANGIE	EYEWEAR REIMB		001-2200-421.25-10	EYEWEAR REIMBURSEMENT	229.98
162190	11/22/2017	LEWIS BRISBOIS BISGAARD & SMITH LLP	1964746		700-5040-480.33-01	DEFENSE COST CLAIM # BA1418	19.50
162191	11/22/2017	LOPEZ, LEILA	MEAL 11/14/17		761-3100-480.25-06	CITY COUNCIL MEETING	16.00
162192	11/22/2017	LYNCH, MIKE	MEAL 11/02/17		660-6300-471.25-06	C-6 POWER FAIL	16.00
162193	11/22/2017	MORRIS, CARL	EYEWEAR REIMB		670-7000-473.25-10	VISION ALLOWANCE 2018	250.00
162194	11/22/2017	MORROW, JEFFREY	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017 - OCT 2017	185.09
162195	11/22/2017	MST BACKFLOW	NOV 2017	028626	660-6300-471.45-08	TEST & CERTIFY BACKFLOWS	4,560.00
162196	11/22/2017	MUNICIPAL CODE CORPORATION	00299280	028531	001-1400-412.33-72	MUNICIPAL CODE UPDATES	2,291.45
162197	11/22/2017	NAASZ, CALEB	TUITION REIMB		001-1300-412.25-09	GRADE D2 EXAM & CERT FEE	145.00
162198	11/22/2017	NATIONWIDE RETIREMENT SOLUTIONS	20171124		001-0000-204.16-00	PAYROLL SUMMARY	3,408.39
162199	11/22/2017	OFFICE DEPOT	975882055001	028526	001-2700-442.36-00	CALENDARS, CLIPS, PENS	134.54
			976679975001	028526	001-2740-442.36-00	CD ENF-PENS/FILE FOLDERS	66.83
			976953536001	028526	001-1900-412.36-00	OFFICE SUPPLIES	53.96
			977013764001	028526	001-2200-421.36-00	PD-CALENR/FOLDERS/STAMP	75.27
			978823283001	028526	001-4050-461.36-00	CORKBOARD - ANA SANDOVAL	39.80
162200	11/22/2017	ON TRAC	978852095001	028526	001-2200-421.36-00	DESK CALENDARS MAX & MARTHA	20.46
162201	11/22/2017	PACKHAM & TOOMEY, INC	978958163001	028526	001-2200-421.36-03	CALENDAR FOR RECORDS DEPT	36.16
162202	11/22/2017	PARS	980595830001	028526	001-2200-421.36-00	CALCULTR/STAMP/POST IT'S	873.16
162203	11/22/2017	PARTS AUTHORITY METRO, LLC	8692530	028539	001-3000-442.23-04	CPY PAPER/BATTERY/STAPLR	50.13
			111417	028777	702-3800-480.30-06	ENGINEERING S & H	228.96
			20171124		001-0000-204.25-00	UST INSPECT-NOV FLEET	431.51
			91-076558	028583	702-3800-480.38-52	PAYROLL SUMMARY	17.82
			91-076623	028583	702-3800-480.38-52	#812 HEAVY DUTY CURV	32.54
			91-076660	028583	702-3800-480.38-52	DEGREASER 5 GAL	4.06
			91-076662	028583	702-3800-480.38-52	WAGNER LIGHTING	8.12
			91-076671	028583	702-3800-480.38-52	WAGNER LIGHTING	29.90
			91-077238	028583	702-3800-480.38-52	WAGNER LIGHTING	5.82
			91-077246	028583	702-3800-480.38-52	WAGNER LIGHTING	14.29
			91-077281	028583	702-3800-480.38-52	WAGNER LIGHTING	18.62

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162203	11/01/2017	PARTS AUTHORITY METRO, LLC	91-077300	028583	702-3800-480.38-52	#21 XXOCGB150	312.48
			91-077317	028583	702-3800-480.38-52	#231 IDLER PULLEY	14.10
			91-077357	028583	702-3800-480.38-52	#812 MIRROR	5.22
162204	11/23/2017	PRUDENTIAL OVERALL SUPPLY	91-077360	028583	702-3800-480.38-52	#241 MICRO-V BELT	19.15
			22517169	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	55.11
					610-5850-434.25-02	UNIFORM SERVICE	4.93
			22517205	028553	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	23.50
162205	11/22/2017	RECORD GAZETTE, THE	22517213	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
			00149096	028525	663-6300-471.95-10	PHN TPM 34335 EXTENSION	458.70
			00149295	028525	001-2800-441.23-01	PHN 1233 E. RAMSEY ST	152.90
			00149558	028525	001-2800-441.23-01	WHITE COPY PAPER	243.26
			753954-0	028568	001-4500-412.36-00	PARKING CITATION ASSESSMN	817.82
			OCTOBER 2017		001-2200-321.18-05	10-1-17 THRU 10-28-17	686.00
			2017-08	028041	001-2800-441.33-11	HARD DRIVES TRANSIT	97.38
			0600290-IN		610-5800-434.89-48	HARD DRIVES TRANSIT	1,328.64
162210	11/22/2017	SIEMENS INDUSTRY, INC	5610079738	028746	610-5800-434.89-48	TRAFFIC SIGNAL MAINT. OCTOBER 2017	630.00
			5620018031	028207	100-4900-431.30-09	RECEIVERSHIP ATTORNEY	481.13
			22950		700-5300-480.33-04	RECEIVERSHIP ATTORNEY	8,184.76
162211	11/22/2017	SILVER & WRIGHT, LLP	201958816OCT17		670-7000-473.26-05	HIGHLAND HOME RD/S/O WEST OCT 1, 2017 - NOV, 2017	57.65
162212	11/22/2017	SOUTHERN CALIFORNIA EDISON	129088	028782	670-7000-473.26-05	TOWING UNIT #240	450.00
162213	11/22/2017	STATEWIDE TOWING & RECOVERY, INC	4006571	028740	663-6300-471.96-35	FLUME RESTORATION PROJ	2,916.00
162214	11/22/2017	STOEL RIVES, LLP	4006572		663-6300-471.96-35	SGMA PROJECT	103.24
			1290813		761-3100-480.36-00	CASE - ITHACA THERMAL UB RECEIPT PAPER	2,916.00
162215	11/22/2017	TRANSACT TECHNOLOGIES	4797383		830-9210-480.65-08	SUCCESSOR AGENCY OF DISSOLVED REDEVELOP	10.00
162216	11/22/2017	U.S. BANK	201711124		001-0000-204.60-00	PAYROLL SUMMARY	9.01
162217	11/22/2017	UNITED WAY OF THE INLAND VALLEY	9795243185		670-7000-473.26-05	ACCT # 271004536-00001 SEP 27, 2017 - OCT 26, 2017	18.20
162218	11/22/2017	VERIZON WIRELESS	9795251112		670-7000-473.26-05	ACCT # 371004536-00001 SEP 27, 2017 - OCT 26, 2017	379.99
			9795282907		670-7000-473.26-05	ACCT # 771004536-00001 SEP 27, 2017 - OCT 26, 2017	17.91
			9796290761		670-7000-473.26-05	ACCT # 871004536-00001 SEP 27, 2017 - OCT 26, 2017	38.01
			9795536797		001-1000-411.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	38.01
162219	11/22/2017	VERIZON WIRELESS			001-1200-412.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	38.01
					001-2210-421.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	166.04
					001-2400-422.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	454.55
					001-2740-442.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	11.23
					001-2800-443.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	38.01
					001-3000-442.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	46.40
					001-4000-461.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	106.33
					100-4900-431.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	60.53
					203-2200-446.36-00	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	115.57
					610-5800-434.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	11.23
					610-5850-434.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	135.42
					660-6300-471.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	56.43
					670-7000-473.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	238.61
					680-8000-454.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	404.83
					702-3800-480.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	51.12
					703-3700-480.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	61.05
					761-3100-480.26-05	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	266.75
					670-7000-356.38-01	OCT 2, 2017 - NOV 1, 2017 WIRELESS SERVICE	11.43
162220	11/22/2017	VILLEGAS, JOSE	JUN 17 - NOV 17		670-7000-356.38-01	MEDICAL LIFELINE REBATE JUN 2017 - NOV 2017	3.66
162221	11/22/2017	WEBSTER, DENNIS	JUN 17 - NOV 17		675-7020-356.38-15	PUBLIC BENEFIT CHARGE RBT JUN 2017 - NOV 2017	0.28
					675-7020-356.38-01	MEDICAL LIFELINE REBATE JUN 2017 - NOV 2017	120.95
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE RBT JUN 2017 - NOV 2017	3.97

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162221	4/30/17	WEBSTER, DENNIS	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017- OCT 2017	215.92
162222	11/22/2017	WESTERN RIVERSIDE REGIONAL	1325 MOUNTAIN		001-0000-223.24-00	MSHCP COMMERCIAL PERMIT 17-1025,1026,1027,	760.55
162223	11/22/2017	YOUNGBLOOD & ASSOCIATES	2869A	028644	001-1300-412.33-32	PO APPL POLYGRAPH FEE	225.00
162224	11/22/2017	ZENNER PERFORMANCE METERS, INC	6038218-IN	028787	660-6300-471.45-11	CERTIFIED METER TEST	50.00
162225	11/22/2017	ZOELLER, SUSAN	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017- OCT 2017	106.44
162226	11/30/2017	ADVANCE WORKPLACE STRATEGIES INC	34784	028620	001-1300-412.33-32	RANDOM DRUG TESTING FEES	275.16
162227	11/30/2017	AIR & HOSE SOURCE INC	29665A	028744	660-6300-471.45-16	16 MALE NPT HOSE END	50.47
162228	11/30/2017	AIRGAS USA, LLC	9069631062	028743	660-6300-471.36-08	CYLINDER RENTAL-NITROGEN	331.34
			9949088262	028743	670-7000-473.45-05	NITROGEN AND TANK	169.75
			9949088263	028743	660-6300-471.36-08	ACETYLENE,OXYGEN,NITROGEN	188.66
162229	11/30/2017	AL'S KUBOTA TRACTOR	105876	028540	670-7000-473.45-16	SHROUD LOCK FILTER HOUSE	100.36
			105877	028540	670-7000-473.45-16	SWITCH IGNITION AIR FILTE	91.52
			105878	028540	670-7000-473.45-16	SPARK PLUG, HOSE	80.86
			107762	028540	670-7000-473.45-16	VALVE SET GASKET SET	285.23
			107763	028540	670-7000-473.45-16	SPARK PLUG, OIL CARB ASS	196.95
162230	11/30/2017	AMNATKA & MANISONE	000095773		001-0000-218.22-22	UB CR REFUND-FINALS 000001252	146.21
162231	11/30/2017	ARPEI, ANDREASIAN	000095539		001-0000-218.22-22	UB CR REFUND-FINALS 000011718	60.82
162232	11/30/2017	ARROW STAFFING SERVICE	101723		673-7000-473.95-31	COLLINS, A & MARSH, T W/E 10/28/17 SMART METER PROJ	1,824.00
			51123	028559	001-1300-412.41-17	FINANCIAL SERVICES SPLST SKILLS TEST	80.00
162233	11/30/2017	ARROYO BACKGROUND INVESTIGATIONS	1440		001-1300-412.33-11	PD BACKGROUND FEES	1,340.00
162234	11/30/2017	AVILA, VINCENT	TUITION 11/17		001-1300-412.25-09	TUITION REBURSEMENT FY18	2,484.00
162235	11/30/2017	BABCOCK LABORATORIES, INC	B172328.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	105.00
			B172448.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			B172450.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	210.00
			B172452.0030	028636	660-6300-471.23-32	GEN PHYSICAL ANALYSIS	54.00
			BK70140.0030	028636	680-8000-454.23-32	DISSOLVED SOLIDS	20.00
			BK70351.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BK70366.0030	028636	660-6300-471.23-32	GEN PHYSICAL ANALYSIS	36.00
			BK70462.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	45.00
			BK70463.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	60.00
			BK70675.0030	028636	680-8000-454.23-32	DISSOLVED SOLIDS	20.00
			BK70850.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BK70851.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	15.00
			BK70967.0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	30.00
162236	11/30/2017	BANNING CHAMBER OF COMMERCE	6344		001-1000-411.23-03	ANNUAL MEMBERSHIP INVSTMT DEC 1,2017 - NOV 30,2018	350.00
162237	11/30/2017	BEAUMONT CHERRY VALLEY WATER	0001768		660-6300-471.27-14	RECHARGE USE@NOBLE CREEK PHASE 1 OCTOBER 2017	1,956.48
162238	11/30/2017	BEAUMONT DO IT BEST HOME CENTER	448241	028527	660-6300-471.30-02	COUPLING,BUSHING,ELBOW	33.48
			448253	028527	660-6300-471.30-02	ICEMAKER PARTS	17.20
162239	11/30/2017	BEAUMONT, CITY OF	2017-70		610-5800-351.35-80	BUS TICKET RECONCILIATION OCTOBER 2017	370.38
162240	11/30/2017	BLUE SHIELD OF CALIFORNIA	DECEMBER 2017		001-0000-204.31-00	HEALTH INSURANCE PREMIUM DECEMBER 2017	68,676.49
162241	11/30/2017	CANON FINANCIAL SERVICES, INC	17959876	028697	001-4000-461.32-06	COPIER LEASE	83.60
					001-4500-412.32-06	COPIER LEASE	478.96
					148-2215-421.32-06	COPIER LEASE	102.75
					610-5800-434.32-06	COPIER LEASE	83.61
					660-6300-471.32-06	COPIER LEASE	150.95
					670-7000-473.32-06	COPIER LEASE	179.98
					761-3100-480.32-06	COPIER LEASE	104.50
162242	11/30/2017	CDW GOVERNMENT, INC	FX39952	028524	001-2000-446.89-48	32" LED SCREEN	344.82
162243	11/30/2017	CORE AND MAIN, LP	R084439	028524	001-1200-412.89-49	ADOBE ACROBAT PRO	326.19
			H100999	028788	660-6300-471.45-16	REDI-CLAMP FULL CIRCLE	389.73
			H959675	028803	660-6300-471.45-16	ORANGE SILT FENCE 3'X100'	345.84
			H975643	028803	660-6300-471.45-16	BLACK SILT FENCE 3'X100'	186.22
162244	11/30/2017	COUNSELING TEAM INTERNATIONAL, THE	41236		700-5040-480.23-07	OCTOBER EMPLOYEE SUPPORT	700.00
162245	11/30/2017	CULVER-NEULIN	20465	028722	001-1900-412.89-46	7 9TOS ERGO CHAIR	991.89
					761-3100-480.89-46	7 9TOS ERGO CHAIR	1,299.95

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162246	11/30/2017	DEUSENBERRY, DANIEL	MEALS 12/11-15	028551	001-2200-421.23-05	CCN 2060-31725 @ OC SHREFF 12/11/17 - 12/15/17	160.00
162247	11/30/2017	DEX MEDIA	610035100502		001-2200-421.23-01	PD WEB ADV 10/23-11/22/17	39.95
162248	11/30/2017	EAST VALLEY WATER DISTRICT	HV003426		560-6300-471.23-03	FY18 ERNIE MEMBERSHIP DUES CUST # 70-2264-00002	400.00
162249	11/30/2017	FERRELLGAS	R0177100093	028717	560-6300-471.36-08	PROPANE RENTAL	65.00
162250	11/30/2017	FIELD, MATT	TRAVEL 11/2017		670-7000-473.23-05	ONTARIO AIRPORT PARKING EUSERC CONF IN SAC, CA	72.00
162251	11/30/2017	FOSTER, SCOTT	MILEAGE 11/17/17		610-5800-434.25-05	TRANSIT & PARATRANSIT MTG CERTIFICATE PROGRAM 11/17	79.50
162252	11/30/2017	FRONTIER COMMUNICATIONS	2091834027NOV17		001-4500-412.26-05	ACCT # 209-188-4027 NOV 16,2017 - DEC 15,2017	79.56
			2131817186NOV17		703-3700-480.30-17	ACCT # 213-181-7186 NOV 19,2017 - DEC 18,2017	302.39
			9518497296NOV17		001-4500-412.26-05	ACCT # 951-849-7296 NOV 16,2017 - DEC 15,2017	108.60
			9518499205NOV17		001-4500-412.26-05	ACCT # 951-849-9205 NOV 13,2017 - DEC 12,2017	108.60
162253	11/30/2017	FRONTIER COMMUNICATIONS	2091884027AUG17		001-4500-412.26-05	ACCT # 209-188-4027 AUG 16,2017 - SEP 15,2017	305.81
			2091884077SEP17		660-6300-471.26-05	ACCT # 209-188-4027 SEP 16,2017 - OCT 15,2017	55.97
					001-4500-412.26-05	ACCT # 209-188-4027 SEP 16,2017 - OCT 15,2017	(81.87)
					660-6300-471.26-05	ACCT # 209-188-4027 SEP 16,2017 - OCT 15,2017	(34.12)
162254	11/30/2017	GAS COMPANY, THE	03242684002NOV17		001-4000-461.26-06	789 N SAN GORGONIO AVE OCT 12,2017 - NOV 14,2017	56.80
			05197210001NOV17		001-4050-461.26-06	201 W GEORGE ST OCT 12,2017 - NOV 14,2017	18.97
			09142474007NOV17		001-4050-461.26-06	84 W WILSON ST OCT 12,2017 - NOV 14,2017	110.84
			15684815176NOV17		001-4500-412.26-06	99 E RAMSEY ST OCT 12,2017 - NOV 14,2017	46.84
			16108344439NOV17		001-4010-461.26-06	749 N SAN GORGONIO AVE OCT 12,2017 - NOV 14,2017	29.78
			194959362408NOV17		001-3600-461.26-06	176 E LINCOLN ST SEP 9,2017 - OCT 19,2017	5.20
162255	11/30/2017	HOME DEPOT #8987	3013430	028552	670-7000-473.45-16	TARP, BAR FLATE PLATE	46.76
162256	11/30/2017	INFOSEND, INC	127310	028650	761-3100-480.23-02	UB BILL SRVCE 10/16-10/20	105.21
					761-3100-480.23-04	UB BILL SRVCE 10/16-10/20	868.74
					761-3100-480.33-11	UB BILL SRVCE 10/16-10/20	193.77
					761-3100-480.23-02	UB BILL SRVCE 10/30-11/03	161.98
					761-3100-480.23-04	UB BILL SRVCE 10/30-11/03	1,305.06
					761-3100-480.33-11	UB BILL SRVCE 10/30-11/03	298.17
					761-3100-480.23-02	UB BILL SRVCE 11/06-11/10	129.07
					761-3100-480.33-11	UB BILL SRVCE 11/06-11/10	1,089.20
					761-3100-480.23-02	UB BILL SRVCE 11/15-11/17	241.85
					761-3100-480.23-04	UB BILL SRVCE 11/15-11/17	584.79
					761-3100-480.33-11	UB BILL SRVCE 11/15-11/17	124.36
162257	11/30/2017	INNOVATIVE EMERGENCY EQUIPMENT	2478	028699	148-2216-421.30-05	UNIT #17 REPAIR/LIGHTBAR	2,590.36
162258	11/30/2017	INNOVATIVE FEDERAL STRATEGIES	032017	028078	001-1000-411.33-11	LOBBYING SERVICES MARCH	3,500.00
162259	11/30/2017	JIMENEZ, LINDA	MEALS 12/11-15		001-2200-421.23-06	CCN 2060-31725 @ OC SHREFF 12/11/17 - 12/15/17	160.00
162260	11/30/2017	KAISER FOUNDATION HEALTH	DECEMBER 2017		001-0000-204.31-00	KAISER PREMIUM GROUP 101565-0002	21,815.12
						KAISER PREMIUM GROUP 101565-0006	8,384.27
162261	11/30/2017	KAWECKI, MICHAEL	MEAL 11/08/17		001-3200-412.25-06	REPAIRING WATER MAINLINE IN PD STATION	16.00
162262	11/30/2017	KEMIRA WATER SOLUTIONS INC	9017567655	028763	680-8000-454.36-08	FERRIC SULFATE SOLUTION	3,087.86
162263	11/30/2017	LEIDOS ENGINEERING, LLC	104V-0804363206	027350	674-7000-473.96-32	ENG SERVICES	262.57
					674-7000-473.96-33	ENG SERVICES	198.92
162264	11/30/2017	LESLIE'S POOL SUPPLIES INC.	3016-001-749	028543	001-4010-461.36-08	POOL CHEMICALS	4,627.53
162265	11/30/2017	LIEBERT CASSIDY WHITMORE	1449064		700-5040-480.33-11	SERVICES THROUGH 10/31/17	182.00
162266	11/30/2017	LITHOPASS PRINTING, FORMS,	46269	028535	670-7000-473.36-00	BUSINESS CARDS JS	43.10
162267	11/30/2017	LYNN MERRILL AND ASSOCIATES, INC	18-4	028598	660-6300-471.33-11	PRE-TREAT&TECH SUPPORT	1,127.56
					680-8000-454.33-11	PRE-TREAT&TECH SUPPORT	3,804.92
162268	11/30/2017	MERCURY DISPOSAL SYSTEM, INC	33892	028605	690-9600-453.41-46	BATTERY RECYCLING BUCKETS	272.00
162269	11/30/2017	MILLER, DIANA W	600050061		001-0000-218.22-22	UB CR REFUND-FINALS 000010410	5.64
162270	11/30/2017	MOORE FENCE COMPANY, INC	16-039	028588	680-0000-232.00-00	PROJ 2017-09WW RETENTION WASTEWATER PLANT FENCING	4,168.25
162271	11/30/2017	NATIONWIDE RETIREMENT SOLUTIONS	20171127		001-0000-204.16-00	PAYROLL SUMMARY	50.00
162272	11/30/2017	OFFICE DEPOT	972583736001	028526	660-6300-471.36-00	CLUS, PAPER, NOTPADS, PEN	222.27

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162272	4/30/2017	OFFICE DEPOT	972583736001 972583736002 976733201001	028526 028526 028526	670-7000-473.36-00 660-6300-471.36-00 670-7000-473.36-00 001-1200-412.36-00 703-3700-480.36-00 761-3100-480.36-00 761-3100-480.36-00 761-3100-480.36-00 761-3100-480.36-00 001-2200-421.23-06 001-2200-421.23-06 001-0000-218.22-22 001-1900-412.23-01 660-6300-471.25-02 680-8000-454.25-02 660-6300-471.25-02 680-8000-454.25-02 660-6300-471.25-02 680-8000-454.25-02 660-6300-471.25-02 680-8000-454.25-02 660-6300-471.25-02 680-8000-454.25-02	CLIS, PAPER, NOTPADS, PEN WRITING TABLETS PAPER, FLAGS, WIPES, STAMP PAPER, FLAGS, WIPES, STAMP HIGHLIGHTERS/POST IT NOTE WHITE LABELS LARGE BINDER CLIPS DEPARTMENTAL SUPPLIES GEL PENS DEUSENBERRY, DANIEL CCN 2060-31725 12/11-15 JIMENEZ, LINDA CCN 2060-31725 12/11-15 UB CR REFUND-FINALS 000055518 UTILITY AUDIT RFP# 17-100 UNIFORMS-WATER UNIFORMS-WASTEWATER UNIFORMS-WATER UNIFORMS-WASTEWATER UNIFORMS-WATER UNIFORMS-WASTEWATER LEGAL SERVICES 11303-0001 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0005 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0007 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0008 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0010 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0011 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0013 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0014 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0015 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0016 THROUGH OCTOBER 31, 2017 RCB-RCY CON BASE BEE REMOVAL-METER BOX BEE REMOVAL-1286 HIBISCUS UB CR REFUND-FINALS 000008224 SAFETY MEETING-SILICA REFUND ENCROACHMENT PRMT ORGNL RPLCD W/17-70100064 ISSUANCE FEE REFUND ORGNL RPLCD W/17-70100064 SIDEWALK < 400 SQ FT REFIN ORGNL RPLCD W/17-70100064 PRINTING FEES - REFUND ORGNL RPLCD W/17-70100064 PD SHRED SERVICE:11-15-17 PICK UP 10/18/17 CITY HALL SHREDDING SANTAS SHOPPE & SR CTR SANTAS SHOPPE & SR CTR	431.16 5.63 5.63 47.25 10.70 226.15 8.01 16.13 19.50 14.61 80.00 80.00 262.88 160.60 50.00 15.00 50.00 15.00 50.00 15.00 50.00 15.00 15.00 13,078.65 2,142.65 216.00 1,008.00 4,972.50 288.00 4,675.00 2,789.20 1,589.41 485.00 159.28 100.00 100.00 115.12 250.00 352.00 23.00 60.00 3.15 97.20 97.20 108.00 13.00 25.95
162273	11/30/2017	ORANGE COUNTY SHERIFF'S DEPARTMENT	DEUSENBERRY	028526	670-7000-473.36-00	CLIS, PAPER, NOTPADS, PEN	431.16
162274	11/30/2017	ORANGE COUNTY SHERIFF'S DEPARTMENT	JIMENEZ	028526	660-6300-471.36-00	WRITING TABLETS	5.63
162275	11/30/2017	PREMIER PAVING INC	000073347	028526	670-7000-473.36-00	WRITING TABLETS	5.63
162276	11/30/2017	PRESS-ENTERPRISE, THE	22509849	028526	001-1200-412.36-00	PAPER, FLAGS, WIPES, STAMP	47.25
162277	11/30/2017	PRUDENTIAL OVERALL SUPPLY	22513435 22513436 22517165 22517167 22520964 22520967	028526 028526 028526 028526 028526 028526	703-3700-480.36-00 761-3100-480.36-00 761-3100-480.36-00 761-3100-480.36-00 761-3100-480.36-00 761-3100-480.36-00	PAPER, FLAGS, WIPES, STAMP HIGHLIGHTERS/POST IT NOTE WHITE LABELS LARGE BINDER CLIPS DEPARTMENTAL SUPPLIES GEL PENS	10.70 226.15 8.01 16.13 19.50 14.61
162278	11/30/2017	RICHARDS WATSON GERSHON	214590 214591 214592 214593 214594 214595 214596 214597 214598	028572 028553 028553 028553 028553 028553 028553 028553 028553	700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04 700-5300-480.33-04	LEGAL SERVICES 11303-0001 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0005 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0007 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0008 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0010 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0011 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0013 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0014 THROUGH OCTOBER 31, 2017 LEGAL SERVICES 11303-0015 THROUGH OCTOBER 31, 2017	13,078.65 2,142.65 216.00 1,008.00 4,972.50 288.00 4,675.00 2,789.20 1,589.41
162279	11/30/2017	ROBERTSON'S	214599	028544	700-5300-480.33-04	LEGAL SERVICES 11303-0016 THROUGH OCTOBER 31, 2017	485.00
162280	11/30/2017	RON'S BEE SERVICE	112930 806 815	028594 028594 028594	660-6300-471.45-17 660-6300-471.23-24 660-6300-471.23-24	RCB-RCY CON BASE BEE REMOVAL-METER BOX BEE REMOVAL-1286 HIBISCUS	159.28 100.00 100.00
162281	11/30/2017	SAGASTUME, CARLOS	000094181	028556	001-0000-218.22-22	UB CR REFUND-FINALS 000008224	115.12
162282	11/30/2017	SCCI, INC DBA	149754	028556	660-6300-471.33-11	SAFETY MEETING-SILICA	250.00
162283	11/30/2017	SCE	P217-70100039	028556	001-3000-311.16-15 001-3000-311.16-16	REFUND ENCROACHMENT PRMT ORGNL RPLCD W/17-70100064 ISSUANCE FEE REFUND ORGNL RPLCD W/17-70100064	352.00 23.00
162284	11/30/2017	SHRED-IT USA, LLC	8123530308	028681	001-3000-351.35-60 001-2200-421.23-07	SIDEWALK < 400 SQ FT REFIN ORGNL RPLCD W/17-70100064 PRINTING FEES - REFUND ORGNL RPLCD W/17-70100064 PD SHRED SERVICE:11-15-17 PICK UP 10/18/17	60.00 3.15 97.20 97.20
162285	11/30/2017	SMART & FINAL	8123531029 026246	028681 028528	001-4500-412.33-11 201-4060-446.36-65 201-4060-446.42-07	CITY HALL SHREDDING SANTAS SHOPPE & SR CTR SANTAS SHOPPE & SR CTR	108.00 13.00 25.95

City of Banning
Warrant List Detail November 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
162285	4/30/2017	SMART & FINAL	028139	028528	201-4050-446.42-07	SANTAS SHOPPE	53.97
162286	11/30/2017	SOTO, KAREN	000094595		001-0000-218.22-22	UB CR REFUND-FINALS 000051282	39.99
162287	11/30/2017	SOUTHERN CALIFORNIA EDISON	2015215049NOV17		660-6300-471.26-04	WELL 11 - 7072 PLANT E-5 AUG 14, 2017 - SEP 13, 2017	150.23
						WELL 11 - 7072 PLANT E-5 JUL 14, 2017 - AUG 14, 2017	163.50
						WELL 11 - 7072 PLANT E-5 OCT 12, 2017 - NOV 13, 2017	136.16
						WELL 11 - 7072 PLANT E-5 SEP 13, 2017 - OCT 12, 2017	143.66
						WELL 9 - 7070 PLANT D-5 OCT 12, 2017 - NOV 13, 2017	43.29
						WELL 12 - 7073 PLANT D-5 JUN 14, 2017 - JUL 14, 2017	295.24
						WELL 12 - 7073 PLANT D-5 MAY 15, 2017 - JUN 14, 2017	43.19
162288	11/30/2017	SOUTHERN CALIFORNIA JOINT POLE	2196273304NOV17		660-6300-471.26-04	DEL RITA BOOSTER STATION OCT 12, 2017 - NOV 13, 2017	53.58
162289	11/30/2017	STERLING TALENT SOLUTIONS	19638		670-7000-473.27-11	MONTHLY DUES OCTOBER 2017	677.57
162290	11/30/2017	STEVEN ENTERPRISES INC	7317807	028630	001-1300-412.33-11	OCT BKGND FEES	189.85
162291	11/30/2017	SUN LIFE FINANCIAL	0381556-IN DECEMBER 2017	028595	670-7000-473.30-06	KIP SERVICE	325.00
					001-0000-204.14-00	LTD-STD INSURANCE DECEMBER 2017	5,769.15
					001-0000-204.30-00	LIFE INSURANCE DECEMBER 2017	4,060.91
					001-0000-204.32-00	DENTAL INSURANCE DECEMBER 2017	8,890.36
162292	11/30/2017	SYNAGRO TECHNOLOGIES INC	30-104658	028307	680-8000-454.23-36	SLUDGE REMOVAL	4,024.04
162293	11/30/2017	THE SOCO GROUP, INC.	0416360-IN 0427216-IN	028768	702-3800-480.36-14	HYDRAULIC OIL	470.81
					702-3800-480.36-11	DIESEL FUEL DELIVERED 8/30/17	2,188.20
						FUEL SALES TAX	725.10
						REG UNLEADED FUEL DELIVERED 8/30/17	19,297.46
						HYDRAULIC & HYPERSYN OIL	584.06
						DIESEL FUEL	2,004.18
						REG UNLEADED FUEL	17,685.62
						SALES TAX	664.70
						HYPERSYN OIL	202.89
						CONV 5W30 OIL	1,692.98
						DIESEL FUEL DELIVERY DATE 10/19/17	2,364.16
						REG UNLEADED FUEL DELIVERY DATE 10/19/17	17,596.41
						SALES TAX ON ALL FUEL DELIVERY DATE 10/19/17	693.44
						DIESEL FUEL DELIVERED 11/13/17	4,177.38
						FUEL SALES TAX DELIVERED 11/13/17	941.02
						REG UNLEADED FUEL DELIVERED 11/13/17	16,336.69
162294	11/30/2017	THORNTON, CHRIS	TRAVEL 9/25/17		680-8000-454.23-05	RESORT FEE @ GRANDVIEW LAS VEGAS, TRI-STATE CONF	25.00
162295	11/30/2017	TIME WARNER CABLE	CITYHALL11/2017 PD 12/2017		001-2050-446.26-09	99 E RAMSEY ST - CABLE ACCT # 8448410810051007	73.31
162296	11/30/2017	TURBO DATA SYSTEMS INC	26980	028581	001-2200-421.26-09	125 E RAMSEY ST - NOV 2017 ACCT# 8448410810014567	87.13
162297	11/30/2017	UNITED STATES POSTAL SERVICE	POSTAGENOV17		001-2200-421.23-45	OCT17-CITATION PROCESSING	286.10
162298	11/30/2017	USDA FOREST SERVICE	BF051254X0233		001-4500-412.23-04	POSTAGE FOR METER	5,000.00
162299	11/30/2017	UTILITY TREE SERVICE	83HG9717		660-6300-471.41-04	SGD121101 RESERVOIR PERMIT JAN 1, 2018 - DEC 31, 2018	106.98
162300	11/30/2017	VANGUARD UTILITY SERVICE, INC	83S25117	028387	670-7000-473.23-17	SGD121101 WATER TRAN PRMT JAN 1, 2018 - DEC 31, 2018	913.10
162301	11/30/2017	VULCAN MATERIALS	17374	028387	670-7000-473.23-17	TREE TRIM SVCS WE 11/11/1	4,400.00
162302	11/30/2017	WARE, KENNETH	184820	028258	673-7000-473.95-31	TREE TRIM SVCS WE 11/18	4,400.00
162303	11/30/2017	WASTE MANAGEMENT OF THE	MEAL 11/06/17 OCTOBER 2017	028789	660-6300-471.45-17	SMART METER INSTALL	87,636.95
					610-5800-434.25-06	FINANCE CHARGE-COLD MIX	55.81
					690-9600-453.23-10	ATTORNEY IN RIVERSIDE TRAFFIC COMING HOME	16.00
						REFUSE FOR OCTOBER 2017	255,177.05
162304	11/30/2017	WELLS FARGO CARD SERVICES INC	SD 9468 NOV17		001-1000-411.36-07	CONSELLOS HOMESTYLE MEXI CITY COUNCIL MEETING FOOD	42.51
						SUPER SUBS4 - PETERSON CITY COUNCIL MEETING FOOD	17.11
						THE HAVEN - D ANDRADE CITY COUNCIL MEETING FOOD	6.47
162305	11/30/2017	YANDELL, MARIA G	000092405		001-2200-421.23-05	UNITED ONT-SAN FRANCISCO A DIAZ 11/01-02 N11K1D1	366.40
162306	11/30/2017	YOUNGBLOOD & ASSOCIATES	28800A		001-0000-218.22-22	UB CR REFUND-FINALS 000049814	79.89
9006125	11/1/2017	INTERNAL REVENUE SERVICE	10/31/2017	028644	001-1300-412.33-32	POLYGRAPH EXAM FEE	200.00
					001-0000-204.13-00	ADD'L MEDICARE MANUAL CHECK 10/31/17	5.48
9006126	11/1/2017	WELLS FARGO BANK	10/31/2017		001-0000-204.80-14	FICA MEDICARE/FICA REG MANUAL CHECK 10/31/17	8.83
9006127	11/6/2017	CALPERS 457 PLAN - 450260	PPE 10/22/17		001-0000-204.16-00	VEBA CONTRIBUTION F MASON MANUAL CHECK 10/31/17	207.53
9006128	11/6/2017	CA. ST. PUBLIC EMPLOYEES	PPE 10/22/17		001-0000-204.20-00	CAL PERS 457 CONTRIBUTION PPE 10/22/17	38,592.62
						RETIREMENT BENEFITS PPE 10/22/17	77,916.65

City of Banning
Warrant List Detail November 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9006129	11/9/2017	WELLS FARGO BANK	PPE 11/05/17		001-0000-204.10-00	PAYROLL PPE 11/05/2017	317,883.27
9006130	11/10/2017	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 11/05/17		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 11/05/2017	17,786.99
9006131	11/10/2017	INTERNAL REVENUE SERVICE	PPE 11/05/17		001-0000-204.11-00	FEDERAL INCOME TAX PPE 11/05/2017	55,867.68
					001-0000-204.13-00	FICA MEDICARE / FICA REG PPE 11/05/2017	73,415.62
9006132	11/13/2017	TASC	PPE 11/05/17		001-0000-204.80-04	MEDICAL CONTRIBUTION PPE 11/05/2017	4,947.06
					001-0000-204.80-05	DEPENDANT CARE CONTR PPE 11/05/2017	544.18
9006133	11/16/2017	WELLS FARGO BANK	PPE 11/05/17		001-0000-204.80-14	VEBA CONTRIBUTION PPE 11/05/2017	500.00
9006134	11/17/2017	CALPERS 457 PLAN - 450260	PPE 11/05/17		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 11/05/2017	41,804.55
9006135	11/17/2017	CA. ST. PUBLIC EMPLOYEES	PPE 11/05/17		001-0000-204.20-00	RETIREMENT BENEFITS PPE 11/05/2017	78,842.82
9006136	11/23/2017	WELLS FARGO BANK	PPE 11/19/17		001-0000-204.10-00	PAYROLL PPE 11/19/17	359,737.32
9006137	11/24/2017	INTERNAL REVENUE SERVICE	PPE 11/19/17		001-0000-204.11-00	FEDERAL INCOME TAX PPE 11/19/17	70,662.59
					001-0000-204.13-00	FICA MEDICARE / FICA REG PPE 11/19/17	78,633.14
9006138	11/27/2017	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 11/19/17		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 11/19/17	23,171.60
9006139	11/28/2017	TASC	PPE 11/19/17		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 11/19/17	4,466.59
					001-0000-204.80-05	DEPENDANT CARE CONTR PPE 11/19/17	544.18
					001-1900-412.15-50	TERM - RA PPE 11/19/17	1,902.85
					G10-5800-434.15-50	TERM - CM PPE 11/19/17	1,255.09
9006140	11/29/2017	WELLS FARGO BANK	PPE 11/19/17		001-0000-204.80-14	VEBA CONTRIBUTION PPE 11/19/17	500.00
9006141	11/29/2017	CA. ST. EMPLOYMENT DEV. DEPT.	11/27/17		001-0000-204.12-00	PAYROLL TAX DEPOSIT MANUAL CHECK 11/27/17	346.04
9006142	11/29/2017	INTERNAL REVENUE SERVICE	11/27/17		001-0000-204.11-00	FEDERAL INCOME TAX MANUAL CHECK - L SCHRADER	297.17
					001-0000-204.13-00	FICA MEDICARE / FICA REG MANUAL CHECK - L SCHRADER	1,654.10
Grand Total							6,087,728.93
						Less Voided / Reissued Checks from Prior Period	(3,516.00)
						Less Voided Checks Prior Period	-
						Add Payroll Checks	15,529.75
						Total Remittance for Month	6,099,742.68

Voided Checks

November 2017

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
11/16/2017	159125	3207	Stale dated check	\$ 16.00	162068	3207	\$ 16.00
11/16/2017	161952	7053	Incorrect amount	\$ 2,445.74	162076	7053	\$ 1,875.43
11/30/2017	159135	6624	Vendor never received	\$ 3,500.00	162258	6624	\$ 3,500.00
11/30/2017	162152	3471	Incorrect amount	\$ 370.28	162239	3471	\$ 370.38
TOTALS				\$ 6,332.02	\$ 5,761.81		

Payroll
November 2017

Start	End	Date	Description	Check Total	
11178	11198	11/9/2017	WARRANT REGISTER	\$	3,668.20
11199	11214	11/24/2017	WARRANT REGISTER	\$	2,828.93
11215	11215	11/27/2017	MANUAL CHECK	\$	9,032.62
TOTALS				\$	15,529.75
35 CHECKS USED					

Check Register
BIWEEKLY
Pay Date 11/09/17

Prepared 11/08/17, 16:39:26
Program PR655L
CITY OF BANNING

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M	6585	11178	.00
1900-412	ADDCOX, RENEE M	130	11179	47.43
	OFFICE OF THE ATTORNEY GENERAL		11180	241.38
	FRANCHISE TAX BOARD		11181	150.00
	UNITED STATES TREASURY		11182	125.50
	CALIF. STATE DISBURSEMENT UNIT		11183	180.46
	TRACY YOUNGBLOOD		11184	223.39
	FRANCHISE TAX BOARD		11185	100.00
	FRANCHISE TAX BOARD		11186	100.00
	ROBLEE, DAVID R		11187	237.77
3700-480	FRANCHISE TAX BOARD	6906	11188	91.87
	LAPHAM, SIERRA G		11189	272.38
4000-461	PAUGA, LYLE	4397	11190	290.16
4000-461	ALDERMAN, LUKE D	6408	11191	289.96
4010-461	GILCHRIST JR, SEAN E	220	11192	156.15
4010-461	QUINN, MELISSA S	2699	11193	142.22
4010-461	UNITED STATES TREASURY	6748	11194	260.00
	MARY NELL WARE		11195	300.00
	FRANCHISE TAX BOARD		11196	75.00
	US DEPT OF EDUCATION		11197	190.69
	CALIF. STATE DISBURSEMENT UNIT		11198	193.84
Total Checks -			21	3,668.20

Check History Listing

Check date range: 11/27/17 - 11/27/17

Employee	Employee Number	Check Date	Gross Pay	With Hold	Net Pay	Advance Out	Payed Back	Dir Dep	Check Amount	Check Number
****	Grand Totals	***	10713.73	1681.11	9032.62	.00	.00	.00	9032.62	
1	Employees									
	1	Checks								
	0	Regular checks amount -		.00						
	0	Supplemental checks amount -		.00						
	0	Advance checks amount -		.00						
	0	Void checks amount -		.00						
	1	Manual checks amount -		9,032.62						
	0	Replacement checks amount -		.00						

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: January 9, 2018

SUBJECT: Adoption of Resolution 2017-101, including Sections one (1) through seven (7), Approving the Maximum Compensation and Benefits in City Executive Department Director Employment Contracts.

RECOMMENDATION:

Adoption of Resolution 2017-101, Sections one (1) through seven (7), approving the maximum Compensation and Benefits in City Executive Department Director employment contracts, approving a Cost of Living Adjustment Increase of one percent (1%), the reclassification of the Community Services Director's salary grade from Grade 86 to 92, and an additional holiday.

COMMITTEE RECOMMENDATION:

This resolution was partially approved by City Council on November 14, 2017, with Council approving sections one (1) through three (3) only. At its meeting on December 12, 2017, the Budget and Finance Committee reviewed this item, and each section of Resolution 2017-101 as well as all department head contracts, and support the approval of Resolution 2017-101 in its entirety as sections four (4) through seven (7) do not represent any change from each contract nor the prior resolution 2016-112.

JUSTIFICATION:

The City Council approved a minimum of one percent (1%) cost of living adjustment (COLA) to each of the organized employee groups, including all General, Utility, and Management employee groups, and authorized an additional holiday to those groups. This resolution would afford the Executive Staff the minimum COLA and holiday. Additionally, the Finance Committee recommended and Council approved an increase in the Community Services Director's salary of twenty thousand dollars (\$20,000). Finally, Directors are permitted leave time cash-outs per each contract from inception, which are detailed in this resolution.

BACKGROUND:

Executive level staff are not in organized labor groups, and have employment contracts. Historically the Department Directors compensation and benefits have been adjusted by resolution. The adoption of Resolution 2017-101 would replace Resolution 2016-112.

ORAL REPORT WITH SUMMARY OF RECOMMENDATION

Please refer to the minutes or video of the November 14, 2017 Regular City Council meeting for the newly required announcement, as the Mayor read the announcement into the record as follows:

"Prior to taking action on Executive employee compensation, the Council is required by a new law to orally report a summary of the recommendation for a final action on the salaries, salary schedules or compensation paid in the form of fringe benefits of executive employees during the meeting in which final action is to be taken. The recommendation for this action is a 1% cost of living increase in the salaries and salary schedule for City Executive Department Directors; reclassification of the Community Services Director from salary grade 86 to salary grade 92, and the grant of one additional paid holiday."

OPTIONS:

1. Approve Resolution 2017-101 authorizing a 1% COLA increase and additional Holiday for Executive level staff and reclassification of the salary grade for the Community Services Director.
2. Do not approve the resolution and provide direction to staff.

FISCAL IMPACT:

The 1% COLA increase has a fiscal impact to the General Fund of \$4,900, Utility Funds of Electric, Water, and Wastewater of \$4,100, and Transit Fund of \$625. The salary grade increase has a fiscal impact to the General Fund of \$10,000 and the Transit Fund of \$10,000.

ATTACHMENTS:

1. Resolution 2017-101
2. Resolution 2016-112

Approved by

 for A. DIAZ
Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

RESOLUTION 2017-101

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MAXIMUM COMPENSATION AND BENEFITS IN CERTAIN CITY DEPARTMENT DIRECTOR EMPLOYMENT CONTRACTS AND THE CITY MANAGER EMPLOYMENT CONTRACT, PURSUANT TO SECTIONS 2.08.070(A) AND 2.08.090(C) OF THE BANNING MUNICIPAL CODE.

WHEREAS, City of Banning Executive employees have updates to their compensation and benefits from time to time, in alignment with other City employees; including the City Manager, Administrative Services Director/Deputy City Manager, Community Development Director, Community Services Director, Electric Utility Director, Police Chief, and Public Works Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, the City Council has authority to enter into a Contract with the City Manager, pursuant to Banning Municipal Code § 2.08.070; and

WHEREAS, the City Manager has authority to enter into the Contracts with City Department Directors on behalf of the City, pursuant to Banning Municipal Code § 2.08.090; and

WHEREAS, Banning Municipal Code Sections § 2.08.070(A) and § 2.08.090(C) requires that the City Council approve, by resolution for City Manager and resolution or ordinance for directors, the maximum compensation and benefits expressly or impliedly included in the Contracts prior to their taking effect; and

WHEREAS, on or about June 23, 2009, the City Council approved Resolution 2009-51 changing the maximum level of benefits and other compensation to be included in the Contracts and provided that the salary for the Contracts shall not exceed the maximum salary for each Director in the most recent Classification and Compensation Resolution approved by the City Council at any given time; and

WHEREAS, on or about May 14, 2013 the City Council of the City of Banning passed Resolution 2013-20, replacing Resolution 2009-51 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, on or about August 25, 2015 the City Council of the City of Banning passed Resolution 2015-80, replacing Resolution 2013-20 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, on or about November 7, 2016 the City Council of the City of Banning passed Resolution 2016-112, replacing Resolution 2015-80 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, the City developed a new Executive Salary Schedule dated July 1, 2017 which implements a one percent (1%) increase to the Steps in each Executive Salary Grade; and

WHEREAS, the City Council wishes to reclassify the Community Services Director salary grade from grade eighty-six (86) to salary grade ninety-two (92), an annual salary increase of twenty thousand dollars (\$20,000) as of July 1, 2017; and

WHEREAS, the City Council wishes to grant additional holiday leave of ten hours for New Year's Eve to Directors; and

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salaries, compensation and benefits for Directors, which restates and replaces any and all pre-existing salary and compensation resolutions for the Directors, including, but not limited to, Council Resolution 2016-112.

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

SECTION 1. The City Council hereby approves a Cost of Living Adjustment increase in the amount of one percent (1%) of base salary, effective July 1, 2017 with adoption of this resolution.

SECTION 2. The City Council hereby approves the Executive Department Director Compensation Table attached as Exhibit "A".

SECTION 3. The City Council hereby adopts the Salary Schedule dated July 1, 2017 as applied to the Executive Department Director Compensation Table and is attached hereto as Exhibit "B".

SECTION 4. The City Council hereby approves the maximum level of benefits and other compensation, not including salary, expressly or implied set forth in the Contracts, provided that such level of benefits and other compensation for each Executive Department Director shall not exceed the following levels:

- A. Professional Development. Training as determined appropriate by the City Manager.
- B. Paid Leave. Implementation of accrual caps will not result in loss of existing or vested leave balances as of the date of adoption of this resolution.
 - i. Sick Leave. 96 hours accrued annually with maximum accrual cap of 480 hours.
 - ii. Sick Leave Cash Out. 96 hours may be cashed out annually, provided a minimum balance of 40 hours remains in the sick leave bank at time of cash out. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November.

iii. Vacation Leave. 160 hours accrued annually with maximum accrual cap of 480 hours.

iv. Vacation Leave Cash Out. 80 hours may be cashed out annually provided a minimum balance of 80 hours remains in the vacation leave bank at time of cash out.

v. Holiday Leave. Effective July 1st, 2017, Directors shall be entitled to the following holidays and paid 10 hours for each holiday:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and One (1) floating holiday

vi. Holiday Leave Cash Out. Leave balances must be used during the fiscal year or they will be cashed out at the end of the fiscal year, in the 2nd pay period in June.

vii. Executive Leave. 98 hours annual accrual with maximum accrual cap of 200 hours.

viii. Executive Leave Cash Out. 98 hours may be cashed out annually.

ix. Bereavement Leave. 30 hours annually with no accrual or carryover.

x. Promotional Payouts of Leave. Prior to implementation of a promotion to a higher ranking position, the City shall be entitled to cash out, at the Director's current pay rate at the time of said promotion, all vacation, holiday, comp time and executive leave in excess of 100 hours respectively.

C. Cafeteria/Health & Welfare Benefits. Effective the first pay period after July 1, 2017, this benefit for Director's shall be capped at \$20,000 annually. However, the City Manager may increase the benefit annually using CPI or the average of all City health insurance premium increases. Directors may use funds for any of the City's medical plans or, upon proof of coverage under spouse's plan, this amount may be taken as taxable income or converted to a 457 Plan or City sponsored Medical Savings Account.

D. Retirement.

- Miscellaneous and safety employees hired prior to January 1, 2013, remain at 2.5% @55 and 3% @ 50 CalPERS formulas respectively,

with single highest year benefit

- Beginning December 2012, the City implemented the 2% @ 60 formula for miscellaneous new hires and 2% @ 50 formula for safety new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined and determined by CalPERS to be "classic members."
- Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 formula for miscellaneous employees and 2.7% @ 57 for safety employees, with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)
- The Directors shall pay their full member contribution for their CalPERS retirement plan, from employee's pre-tax compensation.

- E. Management Incentive. There shall be no salary management incentive.
- F. Automobile Allowance. Directors shall receive \$250.00 per month or the use of a take home City Vehicle as determined by the City Manager.
- G. City Flexible Spending Plan. Directors may participate in same program made available to other employees.
- H. Life Insurance. Directors shall be entitled to a \$150,000.00 life insurance policy.
- I. Uniforms. \$0. The Police Chief shall receive \$110 per month uniform allowance.
- J. Business Equipment. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment that serve the professional development of the Director. Such tools and equipment shall be approved in advance by the City Manager. Repayment to the City by the Director shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2 years). The amount shall be capped at the value of one month's salary. Should the Director terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date.
- J. Bonding. The City shall bear the full cost of any fidelity or other bonds

required for an employee under any law or ordinance.

- K. Education Incentives. Directors may receive \$275.00 maximum per month. The Police Chief may receive \$450.00 per month.
- L. Eyewear/Eye Care Reimbursement. Directors may receive \$300.00 maximum every two fiscal years.
- M. Disability Insurance. Directors shall pay the cost of membership in the short term and long term disability insurance programs selected by the City and Insurance/Benefits Advisory Committee.
- N. FICA. Directors shall pay the employee's portion of the Federal Insurance Contributions Act tax and the City shall be responsible for payment of the employer's portion.
- O. Other benefits. Directors shall be eligible to participate in employee paid benefit programs that may be offered from time to time.
- P. Performance Evaluations. Upon an annual satisfactory performance evaluation, Directors shall be granted an increase of a minimum of two steps or approximately five percent (5%), or such increase will be automatically implemented retroactive to the due date if employee's supervisor is thirty (30) days late on giving the evaluation to employee.

SECTION 5. Directors are entitled only to the level of salary and benefits contained in their respective Contract.

SECTION 6. The position of Police Chief remains entitled to all protections and rights afforded under California law, including but not limited to those set forth in the Public Safety Officers Procedural Bill of Rights Act (Gov't Code 3300-3313)

SECTION 7. The Administrative Services Director is authorized to make the necessary budget adjustments as applicable.

PASSED, APPROVED, and ADOPTED this 9th day of January, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-101 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Exhibit "A"

Compensation Table

POSITION	SALARY GRADE
Administrative Services Director/Deputy City Manager	101
City Manager	113
Community Development Director	92
Community Services Director	92
Electric Utility Director	100
Police Chief	100
Public Works Director	100

City of Banning
Executive Salary Schedule
2.5506% Between Steps
Effective 7/1/2017

EXHIBIT "B"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
86 Hourly	44,574.00	45,710.90	46,876.80	48,072.40	49,298.60	50,556.00	51,845.50	53,167.80	54,523.90	55,914.60	57,340.80	58,803.30	60,303.10
Biweekly	3,565.92	3,656.87	3,750.14	3,845.79	3,943.88	4,044.48	4,147.64	4,253.43	4,361.91	4,473.17	4,587.26	4,704.26	4,824.25
Annual	92,713.88	95,078.64	97,503.72	99,990.65	102,541.01	105,156.42	107,838.54	110,589.07	113,409.75	116,302.38	119,268.79	122,310.86	125,430.52
87 Hourly	45,688.40	46,853.70	48,048.80	49,274.30	50,531.10	51,819.90	53,141.60	54,497.10	55,887.10	57,312.50	58,774.30	60,273.40	61,810.80
Biweekly	3,655.07	3,748.30	3,843.90	3,941.94	4,042.49	4,145.59	4,251.33	4,359.77	4,470.97	4,585.00	4,701.95	4,821.88	4,944.86
Annual	95,031.83	97,455.71	99,941.42	102,490.52	105,104.65	107,785.45	110,534.62	113,353.92	116,245.12	119,210.07	122,250.64	125,368.77	128,566.42
88 Hourly	46,830.50	48,025.00	49,249.90	50,506.10	51,794.30	53,115.30	54,470.10	55,859.40	57,284.20	58,745.30	60,243.60	61,780.20	63,355.90
Biweekly	3,746.44	3,842.00	3,939.99	4,040.49	4,143.54	4,249.23	4,357.61	4,468.75	4,582.73	4,699.62	4,819.49	4,942.41	5,068.48
Annual	97,407.47	99,891.94	102,439.79	105,052.62	107,732.09	110,479.90	113,297.81	116,187.58	119,151.06	122,190.13	125,306.71	128,502.78	131,780.37
89 Hourly	48,001.40	49,225.70	50,481.20	51,768.80	53,089.20	54,443.30	55,832.00	57,256.00	58,716.40	60,214.00	61,749.80	63,324.80	64,940.00
Biweekly	3,840.11	3,938.06	4,038.50	4,141.51	4,247.14	4,355.47	4,466.56	4,580.48	4,697.31	4,817.12	4,939.99	5,065.99	5,195.20
Annual	99,842.86	102,389.45	105,001.00	107,679.15	110,425.62	113,242.13	116,130.49	119,092.51	122,130.08	125,245.13	128,439.64	131,715.62	135,075.16
90 Hourly	49,201.50	50,456.40	51,743.30	53,063.10	54,416.50	55,804.50	57,227.80	58,687.50	60,184.40	61,719.40	63,293.60	64,908.00	66,563.50
Biweekly	3,936.12	4,036.51	4,139.47	4,245.05	4,353.32	4,464.36	4,578.23	4,695.00	4,814.75	4,937.55	5,063.49	5,192.64	5,325.08
Annual	102,339.04	104,949.30	107,626.14	110,371.25	113,186.38	116,073.31	119,033.88	122,069.95	125,183.47	128,376.40	131,650.77	135,008.65	138,452.18
91 Hourly	50,431.30	51,717.60	53,036.70	54,389.40	55,776.70	57,199.30	58,658.20	60,154.40	61,688.70	63,262.10	64,875.70	66,530.40	68,227.30
Biweekly	4,034.50	4,137.40	4,242.93	4,351.15	4,462.13	4,575.95	4,692.66	4,812.35	4,935.09	5,060.97	5,190.05	5,322.43	5,458.19
Annual	104,897.02	107,572.52	110,316.27	113,129.99	116,015.49	118,974.58	122,009.15	125,121.11	128,312.45	131,585.19	134,941.40	138,383.21	141,912.82
92 Hourly	51,692.30	53,010.70	54,362.80	55,749.40	57,171.30	58,629.60	60,125.00	61,658.50	63,231.20	64,843.90	66,497.90	68,193.90	69,933.30
Biweekly	4,135.38	4,240.86	4,349.03	4,459.95	4,573.71	4,690.36	4,810.00	4,932.68	5,058.49	5,187.52	5,319.83	5,455.52	5,594.66
Annual	107,519.91	110,262.31	113,074.66	115,958.75	118,916.39	121,949.47	125,059.91	128,249.69	131,520.83	134,875.40	138,315.53	141,843.41	145,461.27
93 Hourly	52,984.50	54,335.90	55,721.80	57,143.00	58,600.50	60,095.20	61,628.00	63,199.90	64,811.80	66,464.90	68,160.20	69,898.70	71,681.50
Biweekly	4,238.76	4,346.87	4,457.74	4,571.44	4,688.04	4,807.61	4,930.24	5,055.99	5,184.95	5,317.19	5,452.81	5,591.89	5,734.52
Annual	110,207.71	113,018.67	115,901.32	118,857.50	121,889.08	124,997.98	128,186.18	131,455.70	134,808.61	138,247.04	141,773.17	145,389.23	149,097.53
94 Hourly	54,309.40	55,694.60	57,115.10	58,571.90	60,065.80	61,597.90	63,169.00	64,780.20	66,432.50	68,126.90	69,864.50	71,646.50	73,473.90
Biweekly	4,344.75	4,455.57	4,569.21	4,685.75	4,805.27	4,927.83	5,053.52	5,182.42	5,314.60	5,450.15	5,589.16	5,731.72	5,877.91
Annual	112,963.49	115,844.74	118,799.47	121,829.57	124,936.96	128,123.60	131,391.52	134,742.79	138,179.54	141,703.95	145,318.25	149,024.74	152,825.76
95 Hourly	55,667.00	57,086.80	58,542.90	60,036.00	61,567.30	63,137.70	64,748.10	66,399.50	68,093.10	69,829.90	71,611.00	73,437.50	75,310.60
Biweekly	4,453.36	4,566.94	4,683.43	4,802.88	4,925.39	5,051.01	5,179.84	5,311.96	5,447.45	5,586.39	5,728.88	5,875.00	6,024.85
Annual	115,787.27	118,740.54	121,769.14	124,874.98	128,060.04	131,326.34	134,675.95	138,110.99	141,633.65	145,246.16	148,950.81	152,749.95	156,645.99
96 Hourly	57,058.70	58,514.10	60,006.50	61,537.00	63,106.60	64,716.20	66,366.90	68,059.60	69,795.50	71,575.70	73,401.40	75,273.50	77,193.50
Biweekly	4,564.70	4,681.12	4,800.52	4,922.96	5,048.53	5,177.30	5,309.35	5,444.77	5,583.64	5,726.06	5,872.11	6,021.88	6,175.48
Annual	118,682.13	121,709.24	124,813.55	127,997.05	131,261.74	134,609.70	138,043.06	141,563.98	145,174.71	148,877.54	152,674.81	156,568.93	160,562.38
97 Hourly	58,485.10	59,976.90	61,506.60	63,075.40	64,684.20	66,334.10	68,026.00	69,761.10	71,540.40	73,365.10	75,236.30	77,155.30	79,123.20
Biweekly	4,678.81	4,798.15	4,920.53	5,046.03	5,174.74	5,306.73	5,442.08	5,580.88	5,723.23	5,869.21	6,018.91	6,172.43	6,329.86
Annual	121,649.11	124,751.89	127,933.81	131,196.89	134,543.20	137,974.86	141,494.05	145,102.99	148,803.99	152,599.39	156,491.59	160,483.06	164,576.34

Effective 07/01/2017

City of Banning
Executive Salary Schedule
2.5506% Between Steps
Effective 7/1/2017

EXHIBIT "B"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
98													
Hourly	59,947.2	61,476.3	63,044.3	64,652.3	66,301.3	67,992.4	69,726.6	71,505.0	73,328.8	75,199.2	77,117.2	79,084.2	81,101.3
Biweekly	4,795.78	4,918.10	5,043.54	5,172.18	5,304.10	5,439.39	5,578.13	5,720.40	5,866.31	6,015.93	6,169.38	6,326.73	6,488.10
Annual	124,690.26	127,870.61	131,132.08	134,476.73	137,906.70	141,424.14	145,031.31	148,730.48	152,524.00	156,414.27	160,403.78	164,495.03	168,690.64
99													
Hourly	61,446.0	63,013.2	64,620.4	66,268.6	67,958.9	69,692.3	71,469.8	73,292.7	75,162.1	77,079.2	79,045.2	81,061.3	83,128.9
Biweekly	4,915.68	5,041.06	5,169.63	5,301.49	5,436.71	5,575.38	5,717.59	5,863.42	6,012.97	6,166.34	6,323.62	6,484.91	6,650.31
Annual	127,807.64	131,067.50	134,410.51	137,838.78	141,354.50	144,959.89	148,657.23	152,448.89	156,337.25	160,324.79	164,414.03	168,607.57	172,908.08
100													
Hourly	62,981.9	64,588.3	66,235.7	67,925.1	69,657.6	71,434.3	73,256.3	75,124.7	77,040.9	79,005.9	81,021.0	83,087.5	85,206.8
Biweekly	5,038.55	5,167.06	5,298.85	5,434.01	5,572.61	5,714.74	5,860.50	6,009.98	6,163.27	6,320.47	6,481.68	6,647.00	6,816.54
Annual	131,002.29	134,343.63	137,770.20	141,284.17	144,887.76	148,583.27	152,373.04	156,259.46	160,245.02	164,332.23	168,523.68	172,822.05	177,230.05
101													
Hourly	64,556.4	66,203.0	67,891.5	69,623.2	71,399.0	73,220.1	75,087.6	77,002.8	78,966.9	80,981.0	83,046.5	85,164.7	87,336.9
Biweekly	5,164.51	5,296.24	5,431.32	5,569.85	5,711.92	5,857.61	6,007.01	6,160.23	6,317.35	6,478.48	6,643.72	6,813.17	6,986.95
Annual	134,277.30	137,702.18	141,214.41	144,816.22	148,509.91	152,297.80	156,182.31	160,165.89	164,251.08	168,440.47	172,736.72	177,142.54	181,660.74
102													
Hourly	66,170.5	67,858.3	69,589.1	71,364.0	73,184.2	75,050.9	76,965.1	78,928.2	80,941.3	83,005.8	85,123.0	87,294.1	89,520.6
Biweekly	5,293.64	5,428.66	5,567.13	5,709.12	5,854.74	6,004.07	6,157.21	6,314.25	6,475.31	6,640.47	6,809.84	6,983.53	7,161.65
Annual	137,634.72	141,145.23	144,745.28	148,437.15	152,223.19	156,105.80	160,087.43	164,170.62	168,357.96	172,652.10	177,055.76	181,571.74	186,202.91
103													
Hourly	67,824.8	69,554.7	71,328.8	73,148.1	75,013.8	76,927.1	78,889.2	80,901.4	82,964.9	85,081.0	87,251.0	89,476.5	91,758.6
Biweekly	5,425.98	5,564.38	5,706.30	5,851.85	6,001.11	6,154.17	6,311.14	6,472.11	6,637.19	6,806.48	6,980.08	7,158.12	7,340.69
Annual	141,075.59	144,673.86	148,363.92	152,148.09	156,028.77	160,008.44	164,089.62	168,274.89	172,566.91	176,968.40	181,482.16	186,111.04	190,857.99
104													
Hourly	69,520.2	71,293.4	73,111.8	74,976.6	76,888.9	78,850.0	80,861.2	82,923.6	85,038.7	87,207.7	89,432.0	91,713.0	94,052.3
Biweekly	5,561.61	5,703.47	5,848.94	5,998.12	6,151.11	6,308.00	6,468.89	6,633.89	6,803.09	6,976.61	7,154.56	7,337.04	7,524.18
Annual	144,601.96	148,290.18	152,072.47	155,951.23	159,928.92	164,008.07	168,191.26	172,481.14	176,880.45	181,391.96	186,018.54	190,763.13	195,628.74
105													
Hourly	71,258.1	73,075.6	74,939.5	76,850.9	78,811.1	80,821.2	82,882.7	84,996.7	87,164.6	89,387.8	91,667.7	94,005.8	96,403.5
Biweekly	5,700.65	5,846.05	5,995.16	6,148.07	6,304.89	6,465.70	6,630.61	6,799.73	6,973.17	7,151.03	7,333.42	7,520.47	7,712.28
Annual	148,216.93	151,997.35	155,874.20	159,849.92	163,927.05	168,108.18	172,395.95	176,793.08	181,302.36	185,926.66	190,668.90	195,532.11	200,519.35
106													
Hourly	73,039.7	74,902.6	76,813.1	78,772.3	80,781.5	82,841.9	84,954.8	87,121.7	89,343.8	91,622.6	93,959.6	96,356.1	98,813.8
Biweekly	5,843.18	5,992.21	6,145.05	6,301.78	6,462.52	6,627.35	6,796.39	6,969.74	7,147.51	7,329.81	7,516.77	7,708.49	7,905.10
Annual	151,922.56	155,797.50	159,771.27	163,846.39	168,025.46	172,311.12	176,706.08	181,213.15	185,835.17	190,575.08	195,435.89	200,420.68	205,532.61
107													
Hourly	74,865.8	76,753.3	78,733.6	80,741.8	82,801.2	84,913.1	87,078.9	89,299.9	91,577.6	93,913.4	96,308.7	98,765.2	101,284.3
Biweekly	5,989.27	6,142.03	6,298.69	6,459.34	6,624.09	6,793.05	6,966.31	7,143.99	7,326.21	7,513.07	7,704.70	7,901.21	8,102.74
Annual	155,720.91	159,692.73	163,765.85	167,942.86	172,226.41	176,619.22	181,124.07	185,743.82	190,481.40	195,339.82	200,322.16	205,431.57	210,671.31
108													
Hourly	76,737.5	78,694.8	80,702.0	82,760.4	84,871.2	87,036.0	89,255.9	91,532.5	93,867.1	96,261.3	98,716.5	101,234.4	103,816.5
Biweekly	6,139.00	6,295.58	6,456.16	6,620.83	6,789.70	6,962.88	7,140.47	7,322.60	7,509.37	7,700.90	7,897.32	8,098.75	8,305.32
Annual	159,614.04	163,885.16	167,860.11	172,141.55	176,532.19	181,034.82	185,652.30	190,387.54	195,243.57	200,223.45	205,330.35	210,567.51	215,938.24
109													
Hourly	78,655.8	80,662.0	82,719.3	84,829.2	86,992.8	89,211.7	91,487.1	93,820.6	96,213.5	98,667.6	101,184.2	103,765.0	106,411.6
Biweekly	6,292.46	6,452.96	6,617.55	6,786.33	6,959.43	7,136.93	7,318.97	7,505.64	7,697.08	7,893.41	8,094.73	8,301.20	8,512.93
Annual	163,604.00	167,776.88	172,056.20	176,444.67	180,945.06	185,560.25	190,293.15	195,146.77	200,124.18	205,228.55	210,463.11	215,831.18	221,336.17
110													
Hourly	79,823.9	82,678.5	84,787.3	86,949.8	89,167.6	91,441.9	93,774.2	96,166.0	98,618.8	101,134.2	103,713.7	106,359.1	109,071.8

Effective 07/01/2017

City of Banning
Executive Salary Schedule
2.5506% Between Steps
Effective 7/1/2017

EXHIBIT "B"

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
Biweekly	6,385.91	6,614.28	6,782.98	6,955.99	7,133.41	7,315.35	7,501.94	7,693.28	7,889.51	8,090.74	8,297.10	8,508.72	8,725.75
Annual	167,694.00	171,971.20	176,357.50	180,855.68	185,468.58	190,199.14	195,050.36	200,025.32	205,127.16	210,359.13	215,724.55	221,226.82	226,869.44
111 Hourly	82,6379	84,7457	86,9072	89,1238	91,3970	93,7282	96,1188	98,5704	101,0846	103,6628	106,3069	109,0183	111,7989
Biweekly	6,611.03	6,779.65	6,952.57	7,129.91	7,311.76	7,498.26	7,689.51	7,885.63	8,086.77	8,293.03	8,504.55	8,721.47	8,943.92
Annual	171,886.81	176,270.95	180,766.92	185,377.56	190,105.80	194,954.64	199,927.15	205,026.50	210,255.90	215,618.69	221,118.26	226,758.10	232,541.79
112 Hourly	84,7037	86,8642	89,0797	91,3518	93,6818	96,0713	98,5217	101,0346	103,6116	106,2543	108,9644	111,7436	114,5938
Biweekly	6,776.30	6,949.14	7,126.38	7,308.15	7,494.55	7,685.70	7,881.73	8,082.77	8,288.92	8,500.34	8,717.15	8,939.49	9,167.50
Annual	176,183.77	180,677.51	185,285.87	190,011.78	194,858.22	199,828.27	204,925.09	210,151.91	215,512.04	221,008.89	226,645.95	232,426.78	238,355.06
113 Hourly	86,8216	89,0361	91,3070	93,6359	96,0242	98,4734	100,9850	103,5607	106,2022	108,9110	111,6888	114,5376	117,4590
Biweekly	6,945.73	7,122.89	7,304.56	7,490.87	7,681.93	7,877.87	8,078.80	8,284.86	8,496.17	8,712.88	8,935.11	9,163.01	9,396.72
Annual	180,588.91	185,195.01	189,918.59	194,782.66	199,730.27	204,824.60	210,048.85	215,406.36	220,900.51	226,534.80	232,312.80	238,238.17	244,314.67
114 Hourly	88,9919	91,2618	93,5895	95,9766	98,4246	100,9350	103,5094	106,1495	108,8570	111,6335	114,4808	117,4008	120,3952
Biweekly	7,119.36	7,300.94	7,487.16	7,678.13	7,873.97	8,074.80	8,280.75	8,491.96	8,708.56	8,930.68	9,158.47	9,392.06	9,631.62
Annual	185,103.25	189,824.49	194,666.16	199,631.31	204,723.11	209,944.78	215,299.63	220,791.06	226,422.56	232,197.69	238,120.12	244,193.62	250,422.02
115 Hourly	91,2168	93,5434	95,9293	98,3760	100,8852	103,4584	106,0972	108,8033	111,5785	114,4244	117,3429	120,3358	123,4051
Biweekly	7,297.34	7,483.47	7,674.34	7,870.08	8,070.82	8,276.67	8,487.78	8,704.27	8,926.28	9,153.95	9,387.43	9,626.87	9,872.41
Annual	189,730.90	194,570.18	199,532.88	204,622.17	209,841.26	215,193.47	220,682.20	226,310.92	232,083.20	238,002.72	244,073.22	250,298.55	256,682.66
116 Hourly	93,4971	95,8818	98,3274	100,8353	103,4072	106,0447	108,7495	111,5233	114,3678	117,2849	120,2763	123,3441	126,4901
Biweekly	7,479.77	7,670.55	7,866.19	8,066.83	8,272.58	8,483.58	8,699.96	8,921.86	9,149.42	9,382.79	9,622.11	9,867.53	10,119.21
Annual	194,473.94	199,434.19	204,520.96	209,737.47	215,087.04	220,573.05	226,198.98	231,968.41	237,885.00	243,952.49	250,174.75	256,555.70	263,099.41

ATTACHMENT 2

RESOLUTION 2016-112

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MAXIMUM COMPENSATION AND BENEFITS IN CERTAIN CITY DEPARTMENT DIRECTOR EMPLOYMENT CONTRACTS, PURSUANT TO SECTION 2.08.090(C) OF THE BANNING MUNICIPAL CODE.

WHEREAS, certain City of Banning Executive Department Directors, including the City Manager, Administrative Services Director/Deputy City Manager, Community Development Director, Public Works Director, Electric Utility Director, Police Chief and Community Services Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, the City Manager has authority to enter into the Contracts with City Department Directors on behalf of the City, pursuant to Banning Municipal Code § 2.08.090; and

WHEREAS, Banning Municipal Code § 2.08.090(C) requires that the City Council approve, by ordinance or resolution, the maximum compensation and benefits expressly or impliedly included in the Contracts prior to their taking effect; and

WHEREAS, on or about June 23, 2009, the City Council approved Resolution 2009-51 changing the maximum level of benefits and other compensation to be included in the Contracts and provided that the salary for the Contracts shall not exceed the maximum salary for each Director in the most recent Classification and Compensation Resolution approved by the City Council at any given time; and

WHEREAS, on or about May 14, 2013 the City Council of the City of Banning passed Resolution 2013-20, replacing Resolution 2009-51 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, on or about August 25, 2015 the City Council of the City of Banning passed Resolution 2015-80, replacing Resolution 2013-20 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, the City developed a new Salary Schedule dated July 1, 2016 which implements a two percent (2%) increase to the Steps in each Salary Grade; and

WHEREAS, the City Council wishes to grant additional holiday leave of ten hours for Christmas Eve to Directors; and

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salaries, compensation and benefits for Directors, which restates and replaces any and all pre-existing salary and compensation resolutions for the Directors, including, but not limited to, Council Resolution 2015-80.

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

SECTION 1. The City Council hereby approves a Cost of Living Adjustment increase in the amount of two percent (2%) of base salary, effective the first full pay period after July 1, 2016 with adoption of this resolution.

SECTION 2. The City Council hereby approves the Executive Department Director Compensation Table attached as Exhibit "A".

SECTION 3. The City Council hereby adopts the Salary Schedule dated July 1, 2016 as applied to the Executive Department Director Compensation Table and is attached hereto as Exhibit "B".

SECTION 4. The City Council hereby approves the maximum level of benefits and other compensation, not including salary, expressly or implied set forth in the Contracts, provided that such level of benefits and other compensation for each Executive Department Director shall not exceed the following levels:

A. Professional Development. Training as determined appropriate by the City Manager.

B. Paid Leave. Implementation of accrual caps will not result in loss of existing or vested leave balances as of the date of adoption of this resolution.

i. Sick Leave: 96 hours accrued annually with maximum accrual cap of 480 hours.

ii. Vacation Leave. 160 hours accrued annually with maximum accrual cap of 480 hours.

iii. Holiday Leave. Effective July 1, 2016, Directors shall be entitled to the following holidays and paid 10 hours for each holiday:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, and One (1) floating holiday;

iv. Executive Leave. 98 hours annual accrual with maximum accrual cap of 200 hours.

v. Bereavement Leave. 30 hours annually with no accrual or carryover.

vi. Promotional Payouts of Leave. Prior to implementation of a promotion to a higher ranking position, the City shall be entitled to cash out, at the Director's current pay rate at the time of said promotion, all vacation, holiday, comp time and executive leave in excess of 100 hours respectively.

C. Cafeteria/Health & Welfare Benefits. Effective the first pay period after July 1, 2016, this benefit for Director's shall be capped at \$20,000 annually. However, the City Manager may increase the benefit annually using CPI or the average of all City health insurance premium increases. Directors may use funds for any of the City's medical plans or, upon proof of coverage under spouse's plan, this amount may be taken as taxable income or converted to a 457 Plan or City sponsored Medical Savings Account.

D. Retirement.

- Miscellaneous and safety employees hired prior to December, 2012, remain at 2.5% @55 and 3% @ 50 CalPERS formulas respectively, with single highest year benefit
- Beginning December 2012, the City implemented the 2% @ 60 formula for miscellaneous new hires and 2% @ 50 fom1 Ula for safety new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined and determined by CalPERS to be "classic members."
- Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 formula for miscellaneous employees and 2.7% @ 57 for safety employees, with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)
- The Directors shall pay their full member contribution for their CalPERS retirement plan, currently at either eight percent (8%) for miscellaneous members or nine percent (9%) for safety members, from employee's pre-tax compensation.

E. Management Incentive. There shall be no salary management incentive.

F. Automobile Allowance. Directors shall receive \$250.00 per month or the use of a take home City Vehicle as determined by the City Manager.

G. City Flexible Spending Plan. Directors may participate in same program made available to other employees.

H. Life Insurance. Directors shall be entitled to a \$150,000.00 life insurance policy.

I. Uniforms. \$0. The Police Chief shall receive \$110 per month uniform allowance.

J. Business Equipment. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment that serve the professional development of the Director. Such tools and equipment shall be approved in

advance by the City Manager. Repayment to the City by the Director shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2 years). The amount shall be capped at the value of one month's salary. Should the Director terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date.

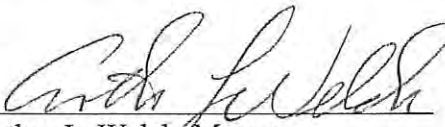
- J. Bonding. The City shall bear the full cost of any fidelity or other bonds required for an employee under any law or ordinance.
- K. Education Incentives. Directors may receive \$275.00 maximum per month. The Police Chief may receive \$450.00 per month.
- L. Eyewear/Eye Care Reimbursement. Directors may receive 250.00 maximum every two years.
- M. Disability Insurance. Directors shall pay the cost of membership in the short term and long term disability insurance programs selected by the City and Insurance/Benefits Advisory Committee.
- N. FICA. Directors shall pay the employee's portion of the Federal Insurance Contributions Act tax and the City shall be responsible for payment of the employer's portion.
- O. Other benefits. Directors shall be eligible to participate in employee paid benefit programs that may be offered from time to time.

SECTION 5. Directors are entitled only to the level of salary and benefits contained in their respective Contract.

SECTION 6. The position of Police Chief remains entitled to all protections and rights afforded under California law, including but not limited to those set forth in the Public Safety Officers Procedural Bill of Rights Act (Gov't Code 3300-3313)

SECTION 7. The Administrative Services Director is authorized to make the necessary budget adjustments as applicable.

PASSED, APPROVED, and ADOPTED this 7th day of November, 2016.



Arthur L. Welch, Mayor
City of Banning

ATTEST:



Marie A. Calderon, City Clerk

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



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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2016-112 was duly adopted by the City Council of the City of Banning, California, at the regular meeting thereof held on the 7th day of November, 2016, by the following vote, to wit:

AYES: Councilmembers Franklin, Miller, Moyer, Peterson, Mayor Welch

NOES: None

ABSENT: None

ABSTAIN: None



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

Exhibit "A"

Compensation
Table

POSITION	SALARY GRADE
Administrative Services Director/Deputy City Manager	101
City Manager	113
Community Development Director	92
Community Services Director	86
Electric Utility Director	100
Police Chief	100
Public Works Director	100



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: January 9, 2018

SUBJECT: Impact of the Parks Maintenance Division transfer to the Community Services Department from the Public Works Department

RECOMMENDATION:

Receive and file or comment on this report describing the impacts to the respective departments' budgets and staffing levels related to the transfer of Parks Maintenance Division ("Parks") from the Public Works Department to the Community Services Department.

COMMITTEE RECOMMENDATION:

On November 15, 2017 and December 12, 2017, the Budget and Finance Committee reviewed the major impacts discussed in this report and recommend moving forward with the transfer of Parks to the Community Services Department and that staff hire a contractor for routine landscape maintenance.

JUSTIFICATION:

Prior to the mid-90's Parks was managed by the Community Services Department. As part of the implementation of budget reduction measures the City transferred Parks to the Public Works Department. Since the transfer, the Public Works Department has administered the operations of Parks, which is responsible for the maintenance of all of the City's park facilities.

The Community Services Department schedules and has oversight of all events or rentals of City park facilities so with this transition, the maintenance, events and rental schedules will all be coordinated by one (1) department which allows for a routine or special maintenance schedule that will align with park events with ease and efficiency.

The most significant impact is to contract out the landscape maintenance of Parks, which will allow two (2) Maintenance Workers to transfer from Parks to the Streets Division ("Streets") of the Public Works Department and allow more time to be focused on custodial, general maintenance and irrigation at all parks by the Senior Maintenance Worker and Maintenance Worker that will remain in Parks. The redistribution of the work coupled with the proposed contract for mowing and edging of parks will make it possible for each park, including Dysart, to be on a proactive, rather than reactive maintenance schedule while also maintaining Streets maintenance at an acceptable level.

BACKGROUND:

After the transfer of Parks to the Public Works Department during budget cuts, both Streets and Parks have been supervised by the Public Works Superintendent. Because Streets has only two (2) dedicated employees, which is not enough of a labor force to safely and efficiently complete street maintenance projects, the Public Works Department has periodically relied on utilizing Parks maintenance staff to assist in completing street maintenance tasks. To make up some of the hours "borrowed" from Parks, Streets staff would periodically work on park maintenance activities.

The impact to staffing levels of full time equivalent (FTE) employee distribution to each affected department is as follows:

EXISTING (6.6 FTE)

Street Division

Public Works Superintendent: 0.30 FTE
Sr. Maintenance Worker: 2.0 FTE

Parks Division

Public Works Superintendent: 0.30 FTE
Maintenance Worker: 4.0 FTE

Street FTE Total: 2.3 FTE

Parks FTE Total: 4.3 FTE

PROPOSED (6.6 FTE)

Streets Division

Public Works Superintendent: 0.60 FTE
Sr. Maintenance Worker: 1.0 FTE
Maintenance Worker: 3.0 FTE

Parks Division

Sr. Maintenance Worker: 1.0 FTE
Maintenance Worker: 1.0 FTE
Landscape Contractor

Street FTE Total: 4.6 FTE

Parks FTE Total: 2.0 FTE + Contractor

Other staffing levels that will be impacted by the transfer of Parks and not identified in this report, such as the allocation of Community Services Manager and/or Community Services Director salaries, will be analyzed and presented to Council during the budget process in a workshop for the upcoming 2018-2019 Fiscal Year.

OPTIONS:

1. Receive and file this report.
2. Provide comments to staff.

FISCAL IMPACT:

The fiscal impact will be dependent upon which vendor is awarded the landscape maintenance contract, and is anticipated to be approximately \$80,000 based on the proposals received. The cost of employees' salaries will remain the same, however they will be redistributed and will affect the budgeted amounts for both the Public Works and Community Services Departments.

ATTACHMENTS:

None.

Approved by:



for A. DIAZ
Rochelle Clayton
Deputy City Manager

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Heidi Meraz, Community Services Director

MEETING DATE: January 9, 2018

SUBJECT: Purchase of Replacement Dial-A-Ride Vehicle

RECOMMENDED ACTION:

The City Council adopt Resolution 2018-11, authorizing the purchase of one (1) 2017 Starcraft Allstar Bus from Creative Bus Sales utilizing the California Association for Coordinated Transportation (CalACT) competitive bid award for a total of \$102,177.96.

BACKGROUND:

A 2010 Dial-A Ride vehicle was involved in a not-at-fault accident and as a result it was declared a total loss. The insurance policy that covers the bus provides for a replacement vehicle of like kind and quality with payment only being issued to the insured.

JUSTIFICATION:

With payment being issued only to the insured, the City will need to pay the vendor directly and be reimbursed. An actual invoice/purchase order with a Vehicle Identification Number ("VIN") will need to be provided to the insurance company before Proof of Loss and payment will be issued.

The 2017 Starcraft Allstar is a Class Cutaway ADA Bus, has the same seating capacity and standard features, and will be built to the same specifications of the totaled bus. A letter from the Insurance Adjuster with McLarens is attached, which verifies that reimbursement will be issued for the purchase of the replacement bus.

FISCAL IMPACT:

\$102,177.96 will be paid out of the General Fund, however \$86,879.96 will be reimbursed upon production of the invoice, including VIN, to McLarens, the insurance adjuster. The amount of \$12,798 for the upgraded Safety Vision 8000 Camera System will be funded though available Prop 1B Security Grant Funds and the remaining \$2,500 will be funded by the Dial-a-Ride fund.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2018-11
2. Creative Bus Sales Proposal for the City of Banning, dated 09/27/2017
3. Letter from Sandy Doig, Adjuster with McLarens verifying the purchase of 2017 Starcraft will be reimbursed

Approved by:


for A. DIAZ

Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

RESOLUTION NO. 2018-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, authorizing the purchase of one (1) 2017 Starcraft Allstar Bus from Creative Bus Sales utilizing the California Association for Coordinated Transportation (CalACT) competitive bid award for a total of \$102,177.96.

WHEREAS, replacement of a Dial-A-Ride Bus which was deemed a total loss as a result of a not-at-fault accident is necessary to maintain the transit fleet at an appropriate level; and

WHEREAS, the policy that covers the totaled vehicle allows only for payment to the insured; and

WHEREAS, a proposal for an appropriate replacement vehicle has been received from Creative Bus Sales; and

WHEREAS, verification that the vehicle being proposed for purchase meets the requirements of the for reimbursement; and

WHEREAS, Utilizing California Association for Coordinated Transportation (CalACT) competitive bid award is the most expeditious and fiscally responsible means for acquiring the above mentioned Dial-A-Ride bus;

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

SECTION 1. The Banning City Council adopts Resolution No. 2018-11 authorizing the purchase of one (1) 2017 Starcraft Allstar Bus from Creative Bus Sales utilizing the California Association for Coordinated Transportation (CalACT) competitive bid award for a total of \$102,177.96.

PASSED, ADOPTED AND APPROVED this 9th day of January, 2018.

George Moyer, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

ATTEST

Kevin G. Ennis, Esq., Authority Counsel
Richards|Watson|Gershon

Sonja De La Fuente, Deputy City Clerk
City of Banning

CERTIFICATION

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution 2018-11 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2



Creative Bus Sales

14740 Ramona Avenue, Chino, California 91710

9/27/2017

Creative Bus Sales Proposal for City of Banning



Class C Cutaway ADA Bus

Starcraft Allstar Bus

16-Ambulatory Passengers + 2-Wheelchair Passengers

- CalACT / MBTA Purchasing Cooperative (Class C-Gasoline)
- Purchase Requires Membership to CalACT and Payment of Procurement Fee
- Delivery Timeline: 150-days
- 2017 Ford E450 Cutaway Bus with 6.8L V10 Gasoline Engine
- Ford OEM 225 AMP Alternator
- Braun Millennium Wheelchair Lift (Rear)
- Restraints: Q-Straint 8100 Deluxe with Knobs (2)
- Flooring: Grey Rubber / Coved
- Passenger Seats: Mid-High / Docket-90 Covers (Grey Vinyl) with Padded Grab Handles
- Standee Line: Yellow
- Bus Comes Equipped with All Standard CalACT Specifications Plus:

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com

• Additions:	
• Translucent Front Cap:	\$795.00
• Mor-Ryde Suspension:	\$950.00
• Telma Brake Retarder:	\$8,400.00
• Thermo King SLR 75 Roof Mount AC:	\$5,800.00
• Cat's Eye Tire Pressure Monitoring System (Rear Only):	\$300.00
• Diamond SV Farebox (with 2-Vaults):	\$1,563.00
• Safety Vision 8000 / 8-Camera System:	\$12,798.00
▪ (5-Interior/3-Exterior)	
▪ See details below.	
• Pass Transit Decals:	\$1,795.00
• PA System w/ 4-Interior Speakers and 1-External:	\$520.00
• Wheelchair Lift Cover:	\$350.00
• Two-Way Radio Prep Behind OEM Radio Plate:	\$325.00
• Diamond Plate Fuel Access Plate:	\$100.00
• <u>Recaro SHS Driver's Seat:</u>	Included
• Total Additions:	\$33,696.00

Pricing:

• Starcraft Allstar Class C Bus (Gasoline):	\$60,293.00
• Additions:	\$33,696.00
• Ford Mobility Discount:	\$1,000.00
• <u>Documentation Fee:</u>	\$80.00
• Subtotal:	\$95,069.00
• Non-Taxable ADA Amount:	\$9,370.00
• <u>Sales Tax (\$85,699.00 x 7.75%):</u>	\$6,641.67
• Subtotal:	\$101,710.67
• CalACT Procurement Fee (1.5% of \$95,069.00):	\$1,426.04
• Delivery Fee:	No Charge
• Ford Mobility Discount:	(\$1,000.00)
• DMV Licensing Fee:	Exempt
• DMV Electronic Filing Fee:	\$29.00
• <u>California Tire Fee:</u>	\$12.25
• Total Cost Per Bus:	\$102,177.96

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com

CAMERA SYSTEM SPECIFICATIONS:**STANDARD 3 YEAR WARRANTY**

8000-NVR	8000 NVR	
8000-2TBCAN-KIT	2TB SSD w/ Canister Kit	
8000-PWR-SUPPLY	8000 Power Supply	
8000-BATT-HRNS	Battery Cable	
8000-PWR-HRNS	8000NVR Power Harness	
8000-SENS-HRNS	I/O Sensor Cable	
50-000001	7000NVR LCD Module w 9"pigtail	
SV-ADAP-LCDMOD	adap cbl for lcd mod 16'	MPN CAUALAL-5M
41-GPS	gps module for 41 series	
30-200200	M to F 15' USB Cable MPN N82E16812816075	
20-000001	Front windshield camera bracke	
45-2.8IR-IP	Int IP 2.8mm cam w/ IR	
46-4.0IR-IP	Ext IP 4.0mm cam w/IR	
30-100020	Cat 5e 20ft Camera Cable	
30-100045	Cat 5e 45ft camera cable	
30-100060	Cat 5e 60ft Camera Cable	
20-000002	NVR Lockbox	
/7000/8000	Maintenance & Tech Support	

From the office of Steve Chung
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CALACT CLASS B AND C BASE SPECIFICATIONS	
4-WHEEL ALIGNMENT	1
NO TOW VEHICLE ALLOWED DURING DELIVERY	1
PARTS MANUAL WITH AS-BUILT ELECTRICAL SCHEMATICS	1
GROUND ENGINE TO CHASSIS FRAME, BODY TO CHASSIS FRAME, LIFT PUMP HOUSING TO CHASSIS FRAME	1
HIP-TO-KNEE SPACING 27" MINIMUM	1
LOW BACK SEATS SHALL BE USED AGAINST REAR WALL ON RAISED FLOOR BUSES	1
GROUND TO FIRST STEP HEIGHT SHALL NOT EXCEED 12.5" UNLOADED	1
304 STAINLESS STEEL REQUIRED FOR ENTRY GRABS AND CEILING GRABS	1
CEILING GRAB RAILS REQUIRE FORMED ELBOWS - NO END CAPS	1
AC & HEATER HOSES SUPPORTED EVERY 24" MINIMUM	1
BUILD FRONT DRIVER STORAGE COMPARTMENT FOR STORAGE	1
TOOLBOX FOR TIE DOWNS	1
DRIVER ENTRY GRAB HANDLE	1
INTERLOCK ON ENTRY DOOR. MUST BE IN PARK TO OPERATE.	1
ENTRY DOOR HEADER ACCESS DOOR - HINGED	1
BATTERY TRAY: STAINLESS STEEL TRAY & SLIDES WITH DRAIN HOLES IN BATTERY BOX	1
INSTALL BATTERY CABLE WIRING DIAGRAM INSIDE BATTERY ACCESS DOOR	1
STAINLESS STEEL BATTERY HOLD-DOWN HARDWARE	1
DECAL: BATTERY DISCONNECT, EMERGENCY USE ONLY	1
ADD 2ND HEATER BRASS 1/4-TURN VALVE	1
DECAL: "HEATER SHUT OFF VALVE". INSTALL ON STREET SIDE NEAR VALVES.	1
ADD LOCK TO CIRCUIT BOARD ACCESS DOOR	1
Q'STRAIT TIE DOWN TRAINING VIDEO	1
WEATHERPAK CONNECTORS FOR ALL EXTERIOR ELECTRICAL CONNECTIONS	1
5/8", 7-PLY AC MARINE GRADE APA PLYWOOD FLOOR	1
UPGRADE DRIVER PLEXI BARRIER: EXTEND TO WITHIN 6" OF CEILING	1
14-GA GALVANIZED STEEL WHEEL WELLS	1
DUAL HANDLES ON WC LIFT DOORS	1
FLAME BLOCKER ON BOTTOM OF DRIVER SEAT CUSHION	1
LAMINATED MODESTY PANEL, GREY MELAMINE	2
USE #16 SUCTION HOSE IN A/C SYSTEM	1
SIDEWALL / REARWALL / CEILING	1
Sidewall: Grey FRP - Including Seat Track to Floor	1
Driver Area: Grey Padded Vinyl	1
FRP on Ceiling, Grey	1
FRP on Rearwall, Grey	1
Cove Colored Flooring on Sidewall to Seat Track	1
FLOORING	1
Altro CHROMA	1
Yellow Step Nosing	3
CHASSIS	

FORD E450 6.8L V10 ENGINE / 225 AMP OEM ALTERNATOR	
Front Mud Flap (1) DRIVER'S SIDE	1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	1
Exhaust Pipe Downturn	1
Exterior Mirror Set Remote/Heated w/External LED Strip Turn Signal	1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	1
Valve Stem Extender Inner Dual Rear Wheel, pair	1
DUAL COMPRESSOR SYSTEMS CEILING MOUNT EVAPORATOR	1
TRANS AIR 733 SUPER 68K BTU	1
HEATERS	1
Hot Water Heater, 35K BTU 3 Speed Low Profile	1
Silicone Heater Hose (for rear unit) w/full ring clamps	1
ELECTRICAL	1
Rotary Disconnect Switch	1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	1
EXTERIOR LIGHTS	1
Surface Mount LED Entry Door Exterior Light	1
LED Rear Center Mount Brake Light, Rectangular	1
LED Mid-Ship Turn / Marker Lights	1
Independent RED Brake & AMBER Turn Signal Lights	1
INTERIOR LIGHTS	1
Interior LED Dome Lamps	5
DOORS / HATCH / WINDOWS	1
Passenger Door Electric	1
Exterior Passenger Entrance Door Key	1
TOP T-SLIDERS FOR ALL WINDOWS EXCEPT REAR STREET SIDE REAR WINDOW	1
INTERIOR	1
Driver Coat Hook	1
Driver Storage in Cab Overhead with Lock	1
PARATRANSIT	1
Double Wheelchair Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting	1
Braun Century 800# Lift	1
INTERMOTIVE Gateway Fast Idle with Lift Interlock Ford Chassis	1
Q-Straint Retractor Tie Down L track & Comb-Lap/Shoulder	2
18" Blue Webbing Loops	8
Postural Belt with Padding - Black Webbing	1
Q-Straint Belt Cutter (ship loose)	1
Priority Seating Sign **Required for ADA Compliance**	1
SAFETY	1
5 Lb Fire Extinguisher	1
16 Unit First Aid Kit	1
Body Fluid Kit	1
Emergency Triangle Kit	1

Back-Up Alarm	1
Interior Convex Mirror 6"x9"	1
Red Light Over Emergency Exit	3
Yellow Standee Line	1
GRAB RAIL / STANCHION / PANELS	1
Ceiling Grab Rails	2
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	1
Stanchion and Modesty Panel Behind Driver	1
Tinted Plexiglass Upper Panel	1
SEATING - DRIVER	1
USSC G2 Driver's Seat	1
Driver Seat Cover - Level 4	1
SEATING - PASSENGER	1
Mid High Double Seats	
PASSENGER SEAT FABRICS	1
Seat Cover - Level 4	
Anti-Vandal Grab Handle, Black (EACH SEAT except last row against windows)	
Black US Armrest -AISLES ONLY	
Seat Belt, Freedman USR Retractable	
Seat Belt Extension, 24" FOR USR SEAT BELTS	2



Creative Bus Sales

14740 Ramona Avenue, Chino, California 91710

9/27/2017

Creative Bus Sales Proposal for City of Banning



Class C Cutaway ADA Bus

Starcraft Allstar Bus

16-Ambulatory Passengers + 2-Wheelchair Passengers

- CalACT / MBTA Purchasing Cooperative (Class C-Gasoline)
- Purchase Requires Membership to CalACT and Payment of Procurement Fee
- Delivery Timeline: 150-days
- 2017 Ford E450 Cutaway Bus with 6.8L V10 Gasoline Engine
- Ford OEM 225 AMP Alternator
- Braun Millennium Wheelchair Lift (Rear)
- Restraints: Q-Straint 8100 Deluxe with Knobs (2)
- Flooring: Grey Rubber / Coved
- Passenger Seats: Mid-High / Docket-90 Covers (Grey Vinyl) with Padded Grab Handles
- Standee Line: Yellow
- Bus Comes Equipped with All Standard CalACT Specifications Plus:

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com

• Additions:	
• Translucent Front Cap:	\$795.00
• Mor-Ryde Suspension:	\$950.00
• Telma Brake Retarder:	\$8,400.00
• Thermo King SLR 75 Roof Mount AC:	\$5,800.00
• Cat's Eye Tire Pressure Monitoring System (Rear Only):	\$300.00
• Diamond SV Farebox (with 2-Vaults):	\$1,563.00
• Safety Vision 8000 / 8-Camera System:	\$12,798.00
▪ (5-Interior/3-Exterior)	
▪ See details below.	
• Pass Transit Decals:	\$1,795.00
• PA System w/ 4-Interior Speakers and 1-External:	\$520.00
• Wheelchair Lift Cover:	\$350.00
• Two-Way Radio Prep Behind OEM Radio Plate:	\$325.00
• Diamond Plate Fuel Access Plate:	\$100.00
• Recaro SHS Driver's Seat:	Included
• Total Additions:	\$33,696.00

Pricing:

• Starcraft Allstar Class C Bus (Gasoline):	\$60,293.00
• Additions:	\$33,696.00
• Ford Mobility Discount:	\$1,000.00
• <u>Documentation Fee:</u>	<u>\$80.00</u>
• Subtotal:	\$95,069.00
• Non-Taxable ADA Amount:	\$9,370.00
• <u>Sales Tax (\$85,699.00 x 7.75%):</u>	<u>\$6,641.67</u>
• Subtotal:	\$101,710.67
• CalACT Procurement Fee (1.5% of \$95,069.00):	\$1,426.04
• Delivery Fee:	No Charge
• Ford Mobility Discount:	(\$1,000.00)
• DMV Licensing Fee:	Exempt
• DMV Electronic Filing Fee:	\$29.00
• <u>California Tire Fee:</u>	<u>\$12.25</u>
• Total Cost Per Bus:	\$102,177.96

From the office of Steve Chung
 Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
 stevec@creativebussales.com
 www.creativebussales.com

CALACT CLASS B AND C BASE SPECIFICATIONS	
4-WHEEL ALIGNMENT	1
NO TOW VEHICLE ALLOWED DURING DELIVERY	1
PARTS MANUAL WITH AS-BUILT ELECTRICAL SCHEMATICS	1
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Seat Belt, Freedman USR Retractable	
Seat Belt Extension, 24" FOR USR SEAT BELTS	2

ATTACHMENT 3

1301 Dove Street, Suite 200
Newport Beach, CA 92660 USA

Tel +1 415 392 6034
Fax +1 415 392 0213

License #2607078

www.mclarens.com
san francisco@mclarens.com



Sandra Doig
Adjuster
Direct Dial +1 949 757 1413
Email: sandra.doig@mclarens.com

November 14, 2017

Mr. Max Calder
City of Banning
789 N. San Geronio Ave.
P.O. Box 998
Banning, CA 92220-0998

Re:	Replacement of damaged 2010 Ford E-450 Bus
Claim No.	002.043341.00
Date of Loss:	6/5/2017

Dear Max:

Per our conversation, the 2010 Ford E-450 Bus (VIN 1FD4E4F4FSXDA21004) has been deemed a total loss by our appraiser. Your policy provides for a replacement vehicle of like kind and quality.

The attached Creative Bus Sales estimate, dated 9/27/2017, for a Class C Cutaway ADA Bus/Starcraft Allstar Bus (16 ambulatory passengers + 2 wheelchair passengers) has been reviewed and is considered a comparable vehicle. Based on the estimated value of \$102,177.96, McLarens will issue reimbursement for the purchase of said vehicle, less the applicable deductible of \$2,500 and the upgraded Safety Vision 8000 camera system in the amount of \$12,798.

Upon receipt of the final invoice, including a VIN and itemized list of options and charges, a Final Proof of Loss will be issued.

Feel free to contact me with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Sandra Doig', written over a horizontal line.

Sandra Doig
Adjuster

cc: Rochelle Clayton, City of Banning

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CITY OF BANNING RESOLUTION

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Phil Holder, Captain

MEETING DATE: January 9, 2018

SUBJECT: Discuss and Consider Adopting Resolution 2018-06: Approving a Legal Representation Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C. for Pitchess Motions and legal advice on incidents involving the "Use of Force."

RECOMMENDATION:

The City Council adopt Resolution No. 2018-06:

- I. Approving a Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., a Professional Corporation, in an amount not-to-exceed \$8,000 for the remainder of Fiscal Year 2017/2018 and in an amount not-to-exceed \$16,000 of Fiscal Year 2018/2019 with the option to renew for one (1) additional single year period.
- II. Authorizing the City Manager to execute the Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., for the remainder of Fiscal Year 2017/2018 and Fiscal Year 2018/2019 with the option to renew for one (1) additional single year period.

JUSTIFICATION:

Approval of the Legal Representation Services Agreement will assist the Banning Police Department in addressing the continuing need to have legal representation when Pitchess Motions are filed against department employees and when legal advice is needed for incidents involving the "Use of Force" by department members.

BACKGROUND:

On December 8, 2015, the Banning City Council approved Resolution 2015-108 authorizing the City Manager to execute a Legal Representation Services Agreement

with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., for the remainder of Fiscal Year 2015/2016 and Fiscal Year 2016/2017 with the option to renew for three (3) additional single year periods.

The scope of work for these services included providing legal representation for Pitchess Motion Hearings and legal advice on incidents involving "Use of Force" by members of the Banning Police Department. During the agreement period, Ferguson, Praet & Sherman, A.P.C. represented the Banning Police Department on five (5) separate pitchess motion hearings in which all motions to gain access to officer personnel records were denied. The department did not have any "Use of Force" incidents that required legal advice during the same agreement period.

On June 30, 2017 the agreement for legal services with Ferguson, Praet & Sherman, A.P.C. expired. Since that time, their services have not been required as the police department has not been served with any pitchess motions or experienced any incidents requiring legal advice for "Use of Force" incidents. However, that could change at a moment's notice.

The police department is now requesting the City Council's approval to renew the contract with Ferguson, Praet & Sherman, A.P.C. for the remainder of Fiscal Year 2017-18 and additionally Fiscal Year 2018-19.

FISCAL IMPACT:

Funding is presently available for this service in the Police Department's Professional Services Account. Subsequently, no additional funding is required. It should be noted, payments for this service are only required when work is completed on a pitchess motion or "Use of Force" incident. No retention fee is required.

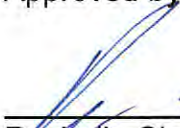
OPTIONS:

1. Adopt Resolution 2018-06
2. Reject Resolution 2018-06 and provide direction to staff.

ATTACHMENT:

1. Resolution 2018-06
2. Proposed Legal Service Agreement

Approved by:


for A. DIAZ
Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

RESOLUTION NO. 2018-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A LEGAL REPRESENTATION SERVICES AGREEMENT FOR PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS OF THE BANNING POLICE DEPARTMENT WITH THE LAW OFFICES OF FERGUSON, PRAET, AND SHERMAN, A.C.P.

WHEREAS, on December 8, 2015 the Banning City Council approved Resolution 2015-108 authorizing the police department to secure Legal Representation Services with the Law Offices of Ferguson, Praet & Sherman, A.P.C. for Pitchess Motions and legal advice on incidents involving the "Use of Force."

WHEREAS, during the previous service agreement Ferguson, Praet & Sherman, A.P.C. have satisfactorily demonstrated a high level of competence in providing their legal services to the Banning Police Department; and

WHEREAS, the scope of work for these services will continue to include legal representation for Pitchess Motion Hearings and legal advice on incidents involving "Use of Force" by Members of the Banning Police Department; and

WHEREAS, staff recommends the award of a Legal Representation Services Agreement to the Law Offices of Ferguson, Praet & Sherman, A.C.P. in the amount not-to-exceed \$8,000.00 for the remainder of Fiscal Year 2017/2018 and an amount not-to-exceed \$16,000 for Fiscal Year 2018/2019 with the option to renew for one (1) additional single year upon satisfactory annual review of provided services; 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 No. 2018-06 approving a Legal Representation Services Agreement with the Law Offices of Ferguson, Praet & Sherman, A.P.C. in an amount not-to-exceed \$8,000.00 for the remainder of Fiscal Year 2017/2018 and an amount not-to-exceed \$16,000 during Fiscal Year 2018/2019 with the option to renew for one (1) additional single year period in which City Council will have final approval of each additional single year period.

SECTION 2. The City Manager is authorized to execute the Legal Representation Services Agreement with the Law Offices of Ferguson, Praet & Sherman, A.P.C.

PASSED, ADOPTED AND APPROVED this 9th day of January, 2018.

George Moyer, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

ATTEST

Kevin G. Ennis, Esq., Authority Counsel
Richards|Watson|Gershon

Sonja De La Fuente, Deputy City Clerk
City of Banning

CERTIFICATION

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution 2018-06 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

CONTRACT SERVICES AGREEMENT

By and Between

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

and

FERGUSON, PRAET AND SHERMAN, A.P.C.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
Ferguson, Praet and Sherman, A.P.C.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____th day of January, 2018 by and between the City of Banning, a municipal corporation ("City") and Ferguson, Praet and Sherman, A.P.C., a Professional Corporation ("Consultant"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.").

RECITALS

A. City has sought the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor was selected by the City Police Department to perform those services.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it

shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Scope of Work.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

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

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement

of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$16,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation there for.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed eight thousand dollars 00/100 (\$8,000.00) for the remainder of

FY 2017-18 and shall not exceed sixteen thousand dollars 00/100 (\$16,000) for FY 2018-19, unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

CANCELLATION:

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

[to be initialed]

Agent Initials

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

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs,

penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

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

void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of zero dollars and 00/100 (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable

value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation,

partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BANNING, a municipal corporation

Alejandro Diaz, Interim City Manager

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

RICHARDS/WATSON/GERSHON

Kevin G. Ennis, Esq., Authority Counsel

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

- A. Legal representation for Pitchess Motion hearings during the remainder of FY 2017-18 and FY 2018-19.
- B. Legal advice on incidents involving "Use of Force" by member(s) of the Banning Police Department during the remainder of FY 2017-18 and FY 2016.

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

- A. Project Proposal. Contractor shall prepare a written description of the "Scope of the work to be conducted," to include the estimated cost to perform the Project (the "Project Budget"), and an estimate as to when the Project will likely be completed. Collectively, this will be referred to as the "Project Proposal." With the approval of the Contract Officer (a person authorized to represent the City, i.e.: Police Chief, Directors of other respective City Departments or the City Manager).
- B. Project Approval. The Contract Officer shall in writing approve, modify or reject the Project Proposal, and may issue a Notice to Proceed.
- C. Performance of the Project. Without written authorization of the Contract Officer, the Project shall be performed at a cost not to exceed the Project Budget. This is not to say that the Project will be completed within the proposed Project budget, but rather to clarify that no work will be performed that exceeds the Project Budget absent advance written approval.
- D. Completion of Project. Contractor shall complete the Project and deliver all Project deliverables to the Contract Officer by the Project Completion Date unless circumstances beyond the control of the Contractor make this not feasible and more time is required to complete the Project.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor shall provide the Contract Officer with bi-weekly verbal reports regarding the status of the pitches motion:

IV. All relevant documents pertaining to the outcome of the pitches motion will be submitted to the Contract Officer following the court's ruling on the matter.

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

- A. Authorized subcontractors of the Contractor are subject to approval of the Contract Officer

EXHIBIT "B"
SPECIAL REQUIREMENTS

- 1.1 Contractor Scope of Work – not applicable. Scope of Work is provided in Exhibit A
- 1.8 Prevailing Wages – not applicable.
- 5.1 Insurance Coverages: (b) Deleted in entirety.

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Pitchess Motion Services	\$185.00/per hr.	2017-18 FY & 2018-19 FY	Open
B.	Legal Advice on "Use of Force" Incidents	\$195.00/per hr.	2017-18 FY & 2018-19 FY	Open

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$8,000.00 for FY 2017-18 and \$16,000.00 for FY 2018-19, as provided in Section 2.1 of this Agreement.

V. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services timely in accordance with the following schedule:**
 - A. **Legal Representation Services:** Generally complete within 60 days of commencement unless (i) urgent matter requiring completion in such shorter period as agreed to with the Contact Officer, or (ii) due to the complexity of the matter, and/or availability of witnesses, employees and their representatives and work schedules, a longer period is agreed to by the parties.
- II. Notwithstanding the foregoing, the parties may agree in writing to a time period to perform each investigation.**
- III. Contractor shall deliver the following tangible work products to the City by the following dates:**
 - A. Legal representation for Pitchess Motion hearings. Open Date
 - B. Legal advice on incidents involving "Use of Force" by member(s) of the Banning Police Department. Open Date
- IV. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Alejandro Diaz, Chief of Police

MEETING DATE: January 9, 2018

SUBJECT: Police Department Positions

RECOMMENDED ACTION:

Staff recommends the reclassification of the Administrative Sergeant position to Administrative Lieutenant, the addition of two Code Enforcement Officers, and the creation of a Police Cadet program.

GOAL STATEMENT:

This request supports the City's strategic goal related to "Public Health and Safety".

COMMITTEE RECOMMENDATION:

Staff brought this recommendation to the Budget and Finance Ad-Hoc Committee during a scheduled December 2017 meeting; the Budget and Finance Ad-Hoc Committee recommended this item move forth to Council for further direction.

JUSTIFICATION:

During the departmental reorganization in 2014, and due to patrol staffing shortages, our department transitioned from a Chief of Police-two Lieutenant model to a Chief of Police-one Lieutenant model. The Police Department transitioned the lieutenant position to a Captain position last year. The goal of the department in 2018 is to return to a Chief of Police-Captain-two Lieutenant model, allowing the Chief of Police and the Captain more liberty to focus on the day-to-day operation of the department, and providing much needed hands-on supervision to our patrol, investigative, and civilian units.

We recently filled a funded Lieutenant position to meet the supervisory needs of our four patrol teams. The Lieutenant position will also have ancillary duties overseeing the Field Training Program, the Reserve program, and the Explorer program.

A second Lieutenant position is necessary to meet the supervisory needs of the Investigative Unit, Records, Evidence, and Code Enforcement units. Furthermore, in preparation for the allowance of cannabis grow in our City, the second Lieutenant position will handle the direct supervision of the Code Enforcement team responsible for

overseeing and achieving compliance with the industry. We are seeking to transition/reclassify a fully funded Administrative Sergeant position to an Administrative Lieutenant position. The top step pay for a Sergeant position approximates \$103,926.65; while the entry-level Lieutenant position approximates \$109,919.81.

To facilitate a smooth transition once ordinances are set in place allowing cannabis grow in our jurisdiction, staff requests two additional code enforcement officers. One Code Enforcement officer will be assigned to handle all duties related to the cannabis industry while the second position will provide assistance with cannabis-related items and handle Vehicle Abatement duties. The addition of Code Enforcement personnel will allow for much-needed coverage to our City Monday through Saturday. The initial cost to fill the Code Enforcement positions will be \$45,978.54 (per position, Step 1).

The Banning Police Department manages three successful volunteer programs that foster strong relationships with the community. The Citizen Volunteer Patrol, Police Chaplain, and Police Explorer programs provide an opportunity for our citizens to give back to the community. Our goal as a department is to create a Police Cadet program. This program will allow the agency to hire adults ranging in age from 18-23 years old to potentially fill future police officer positions. The part-time at-will position will receive an hourly rate of \$13.00 an hour and does not include a benefits package.

FISCAL IMPACT:

The Lieutenant position, as well as the two additional Code Enforcement positions, are General Fund dependent; however, the Vehicle Abatement program will offset some of the cost of one Code Enforcement Position. Budgeting for the Police Cadet program will be dependent on the Robertson's account.

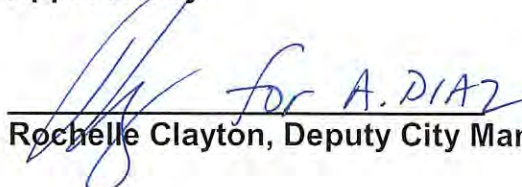
OPTIONS:

1. Council can approve the requested positions/changes.
2. Council can deny the requested positions/changes.
3. Council can direct staff to provide additional information.

ATTACHMENTS:

1. BPMA Salary Schedule
2. BPOA Salary Schedule
3. Code Compliance Salary Schedule

Approved by:


for A. DIAZ
Rochelle Clayton, Deputy City Manager

ATTACHMENT 1

**BANNING POLICE MANAGEMENT ASSOCIATION'S SALARY SCHEDULE
EFFECTIVE NOVEMBER 21, 2016**

Attachment "B"

Position Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
Police Lieutenant 87	Hourly	46,593.1	47,781.5	49,000.2	50,250.0	51,531.7	52,846.1	54,194.0	55,576.2	56,993.8	58,447.4	59,938.2	61,467.0	63,034.8
	Biweekly	3,727.45	3,822.52	3,920.02	4,020.00	4,122.54	4,227.68	4,335.52	4,446.10	4,559.50	4,675.79	4,795.06	4,917.36	5,042.78
	Annual	96,913.65	99,385.53	101,920.45	104,520.04	107,185.93	109,919.81	112,723.42	115,598.55	118,547.00	121,570.66	124,671.45	127,851.32	131,112.29
Police Captain 92	Hourly	52,715.9	54,060.4	55,439.3	56,853.3	58,303.4	59,790.5	61,315.6	62,879.5	64,483.3	66,128.0	67,814.6	69,544.3	71,318.1
	Biweekly	4,217.27	4,324.84	4,435.14	4,548.27	4,664.28	4,783.24	4,905.24	5,030.36	5,158.66	5,290.24	5,425.17	5,563.55	5,706.45
	Annual	109,649.02	112,445.73	115,313.77	118,254.96	121,271.17	124,364.32	127,536.35	130,789.29	134,125.21	137,546.20	141,054.45	144,652.19	148,341.69

ATTACHMENT 2

Banning Police Officer Association
Salary Schedule - Effective March 27, 2017 to March 27, 2018

Position Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Community Service Officer	Hourly	17,6073	18,0564	18,5170	19,4736	19,9703	20,4797	21,0020	21,5377	22,0870	22,6504	23,2281	23,8206
	Biweekly	1,408.59	1,444.51	1,481.36	1,519.14	1,557.89	1,638.37	1,680.16	1,723.02	1,766.96	1,812.03	1,858.25	1,905.65
	Annual	36,623.26	37,557.37	38,515.31	39,497.68	40,505.11	42,597.70	43,684.20	44,798.41	45,941.04	47,112.81	48,314.47	49,546.78
Police Officer	Hourly	28,1473	28,8653	29,6015	30,3565	31,1308	32,7391	33,5741	34,4305	35,3086	36,2092	37,1328	38,0799
	Biweekly	2,251.79	2,309.22	2,368.12	2,428.52	2,490.46	2,619.13	2,685.93	2,754.44	2,824.69	2,896.74	2,970.62	3,046.39
	Annual	58,546.44	60,039.72	61,571.09	63,141.53	64,752.01	68,097.27	69,834.16	71,615.35	73,441.97	75,315.18	77,236.17	79,206.15
Police Corporal	Hourly	31,0694	31,8619	32,6746	33,5080	34,3626	36,1379	37,0596	38,0048	38,9742	39,9683	40,9877	42,0331
	Biweekly	2,485.55	2,548.95	2,613.96	2,680.64	2,749.01	2,891.03	2,964.77	3,040.39	3,117.94	3,197.46	3,279.02	3,362.65
	Annual	64,624.42	66,272.74	67,963.09	69,696.55	71,474.23	75,166.78	77,083.98	79,050.08	81,066.34	83,134.01	85,254.43	87,428.93
Police Sergeant	Hourly	36,9322	37,8742	38,8402	39,8309	40,8468	42,9570	44,0527	45,1763	46,3286	47,5102	48,7220	49,9647
	Biweekly	2,954.58	3,029.94	3,107.22	3,186.47	3,267.74	3,436.56	3,524.22	3,614.10	3,706.29	3,800.82	3,897.76	3,997.18
	Annual	76,818.97	78,778.31	80,787.63	82,848.20	84,961.33	89,350.64	91,629.62	93,966.73	96,363.44	98,821.29	101,341.82	103,926.65

Banning Police Officer Association
Salary Schedule - Effective March 28, 2018 to March 27, 2019

Position Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
Community Service Officer	Hourly	18,1356	18,5981	19,0725	19,5589	20,0578	20,5694	21,0941	21,6321	22,1838	22,7496	23,3299	23,9250	24,5352
	Biweekly	1,450.84	1,487.85	1,525.80	1,564.72	1,604.63	1,645.55	1,687.52	1,730.57	1,774.71	1,819.97	1,866.39	1,914.00	1,962.81
	Annual	37,721.95	38,684.09	39,670.77	40,682.61	41,720.26	42,784.38	43,875.64	44,994.73	46,142.36	47,319.27	48,526.20	49,763.90	51,033.18
Police Officer P67	Hourly	28,9917	29,7312	30,4895	31,2672	32,0647	32,8825	33,7212	34,5813	35,4634	36,3679	37,2955	38,2468	39,2223
	Biweekly	2,319.34	2,378.50	2,439.16	2,501.38	2,565.18	2,630.60	2,697.70	2,766.51	2,837.07	2,909.43	2,983.64	3,059.74	3,137.78
	Annual	60,302.83	61,840.91	63,418.23	65,035.77	66,694.58	68,395.69	70,140.19	71,929.18	73,763.81	75,645.23	77,574.64	79,553.25	81,582.34
Police Corporal P71	Hourly	32,0015	32,8177	33,6548	34,5132	35,3935	36,2962	37,2220	38,1714	39,1450	40,1434	41,1673	42,2173	43,2941
	Biweekly	2,560.12	2,625.42	2,692.38	2,761.06	2,831.48	2,903.70	2,977.76	3,053.71	3,131.60	3,211.47	3,293.39	3,377.39	3,463.53
	Annual	66,563.16	68,260.92	70,001.98	71,787.45	73,618.46	75,496.17	77,421.78	79,396.50	81,421.59	83,498.33	85,628.03	87,812.06	90,051.80
Police Sergeant P78	Hourly	38,0402	39,0104	40,0054	41,0258	42,0722	43,1453	44,2458	45,3743	46,5316	47,7184	48,9355	50,1837	51,4637
	Biweekly	3,043.21	3,120.83	3,200.43	3,282.06	3,365.78	3,451.62	3,539.66	3,629.94	3,722.53	3,817.47	3,914.84	4,014.70	4,117.09
	Annual	79,123.53	81,141.66	83,211.26	85,333.64	87,510.16	89,742.20	92,031.16	94,378.51	96,785.73	99,254.35	101,785.93	104,382.08	107,044.45

ATTACHMENT 3

GRADE 58 – CODE COMPLIANCE OFFICER

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Grade	22,105.1	22,668.9	23,247.1	23,840.0	24,448.1	25,071.6	25,711.1	26,366.9	27,039.4	27,729.1	28,436.4	29,161.7	29,905.4
Hourly	1,768.41	1,813.51	1,859.77	1,907.20	1,955.85	2,005.73	2,056.89	2,109.35	2,163.15	2,218.33	2,274.91	2,332.93	2,392.44
Biweekly	45,978.54	47,151.27	48,353.91	49,587.22	50,852.00	52,149.03	53,479.14	54,843.18	56,242.01	57,676.52	59,147.61	60,656.23	62,203.33
Annual													

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: January 9, 2018

SUBJECT: Adoption of Resolution 2018-09 Approving the allocation of the Voter Approved Mining Tax Revenue and other Revenue received from Robertson's Ready Mix, Ltd. (Robertson's) as indicated in the Memorandum of Understanding (MOU) between Robertson's and the City of Banning.

RECOMMENDATION:

Adoption of Resolution 2018-09 approving the allocation of the voter approved Mining Tax revenue and other revenue received from Robertson's Ready Mix, Ltd. (Robertson's) as indicated in the Memorandum of Understanding (MOU) between Robertson's and the City of Banning, adopted on September 19, 2016. Revenue shall be distributed to general fund services and projects as follows: forty percent (40%) to Public Safety, thirty percent (30%) to Park's Capital Improvement Projects (CIP), twenty percent (20%) to Streets, and ten percent (10%) as unallocated in the General Fund.

COMMITTEE RECOMMENDATION:

The Budget and Finance Committee has reviewed several allocation splits and recommends the distribution of forty percent (40%) to Public Safety, thirty percent (30%) to Park's Capital Improvement Projects, twenty percent (20%) to Streets, and ten percent (10%) as unallocated in the General Fund.

JUSTIFICATION:

The City Council approved Resolution 2014-58, a Resolution ordering the submission to the qualified electors of the City of a certain measure relating to establishing a General Mining Tax at the Municipal Election to be held on November 4, 2014. In the report to Council, the Use of Mine Tax Revenues was recommended to supplement short falls in the general fund, specifically citing the serious need for additional revenue to fund general city services such as law enforcement and public safety services, park, recreational, senior services, neighborhood preservation and other community services not at the level needed by the community.

BACKGROUND:

On November 4, 2014, the General Mining Tax was approved by Banning voters. The approval levied a tax of eighty cents (\$0.80) per ton of rock materials generated by aggregate mines in Banning. The mining tax is a general tax on mining and processing of rock materials.

On September 19, 2016, the City entered into an MOU with Robertson's which called on the City to suspend the \$0.80 per ton Mining Tax rate and enacted a Mining Tax rate of \$0.25 per ton. The effective date was July 1, 2016 on the understanding that Robertson's would waive any further right to seek attorneys' fees in a pending Public Records Act case. The City Council thereafter adopted an ordinance to reduce the Mining Tax rate as specified in the MOU.

The Mining Tax is subject to a CPI escalation and shall remain in effect until the earlier of Robertson's ceasing to operate the Quarry and completing final reclamation of the Quarry site, or three years from the date of the application for the Development Agreement for entitlements, or the City takes formal action to issue a final denial of the Development Agreement, or Robertson's fails to pay the Revenue Supplement agreed upon, or Robertson's otherwise breaches the MOU.

Other revenue agreed upon in the MOU includes Robertson's construction of a ready-mix concrete plant (RMC Plant) within City limits, which shall constitute a point of sale for ready mix concrete manufactured at the RMC Plant irrespective of the delivery point, to generate sales tax revenue for the City.

Additionally, a cash Rebate of \$0.15 for every cubic yard of ready-mix concrete poured by Robertson's for construction projects located within the City limits shall be paid to the City and a Revenue Supplement not to exceed \$125,000 annually may be paid to the City. The Revenue Supplement is paid when the Mining Revenue does not meet the City Revenue Goal annually. The Mining Revenue is the combined revenue of the \$0.25 per ton Mining Tax plus the additional City revenue from Sales Tax and Rebate. The Revenue Goal is the total tonnage of aggregate mined by Robertson's at the Banning Quarry multiplied by \$0.40 per ton. The Revenue Supplement shall remain fixed and not be adjusted annually by CPI.

OPTIONS:

1. Approve Resolution 2018-09 allocating the voter approved Mining Tax revenue and other revenue received from Robertson's to general fund services and projects at a split of forty percent (40%) to Public Safety, thirty percent (30%) to Park's Capital Improvement Projects, twenty percent (20%) to Streets, and ten percent (10%) as unallocated in the General Fund.
2. Do not approve the resolution and provide alternate direction to staff.

FISCAL IMPACT:


The Revenue received to date is \$979,273.92 (\$439,795.31 in FY 2015, \$464,013.24 in FY 2016, and \$75,465.37 to date for FY 2017). The recommended split designates

\$391,709.57 to Public Safety, \$293,782.18 to Parks CIP, \$195,854.78 to Streets, and 97,927.39 to the General Fund for the current balance and the split will be applied to all future revenues received.

ATTACHMENTS:

1. Staff Report for Adoption of Resolution 2014-58
2. Resolution 2014-58
3. Memorandum of Understanding between City of Banning and Robertson's Ready Mix, Ltd.
4. Resolution 2018-09

Approved by:



Rochelle Clayton
Deputy City Manager

for A. DIAZ

ATTACHMENT 1

(Staff Report for Resolution No. 2014-58)

**CITY COUNCIL
REPORTS OF OFFICERS**

DATE: July 22, 2014

TO: Mayor and Members of the City Council

FROM: David J. Aleshire, City Attorney

SUBJECT: Adoption of Resolution Setting an Election for November 4, 2014, to ask the Voters of the City of Banning to Consider Enacting a General Tax on Mining

RECOMMENDATION:

That the City Council adopts a resolution setting an election for a tax measure on November 4, 2014. The voters will be asked to adopt a General Tax on Mining and Processing of rock materials:

1. Resolution No. 2014-58 entitled "A Resolution of the City Council of the City of Banning, California, ordering the submission to the qualified electors of the City of a certain measure relating to establishing a General Mining Tax at the Municipal Election to be held on Tuesday, November 4, 2014.

RECOMMENDATION:

The proposed measure entails a mining tax based on per-ton rock materials generated by aggregate mines in Banning. The City Council needs to determine the amount of per-ton tax it wishes to insert into the proposed ordinance. We are suggesting the Council consider a range between 80 Cents per ton and \$1.00 per ton of rock materials. Taking an average rate of \$13 per ton as the retail price for mined rock material, this recommendation range represents a tax rate between 6% and 7.7%, which we believe could be sustained and is not confiscatory.

The proposed ordinance also includes a CPI escalator.

The proposed mining tax would be a general tax with revenues serving police, fire and other general services, but revenues could also be spent to alleviate environmental impacts and blight attributable to mining.

ANALYSIS:

1. General

Current and past mining and processing operations cover over 186 acres the non-publicly-owned land area of the City. Collectively, the mining industry imposes severe negative environmental impacts upon City residents, businesses, properties, and visitors. The environmental impacts from mining and processing operations include, but are not limited to, deterioration of streets and other public infrastructure facilities, degradation of air quality, public health and safety hazards; increased noise; slope stability and slope erosion problems; security and safety concerns; visual

blight; water quality impacts; problems with sand and particulate matter; and loss of developable land for other uses.

The sand and gravel mining process involves three types of activities each of which can have an impact on the community: (a) excavation of the material, (b) processing of the material by sorting and crushing, and (c) transporting the material to buyers and users. Unlike mining for precious metals where only a small volume of material is valuable and there are huge amounts of waste product produced, for sand and gravel mining, a large volume of material is taken to market and only a small amount of debris remains. Therefore what is left is a huge hole in the ground leading to the need for reclamation. The excavation activity creates noise and dust, creates an unusable and often blighted area, and raises public safety issues involving slope stability and the treatment of the pit boundary. The processing activities attributable to existing pits in Banning generally occur on-site and also involve noise, dust and an unsightly industrial activity. The transportation activity involves a limited number of streets, but can have a major impact on those streets as past studies have shown that the impact of a loaded truck can have the same impact of the road surface as 10,000 passenger vehicles. Thus the City will be required to resurface and rebuild the road surfaces of roads serving Banning quarries on a much more frequent basis than other streets in the City, which also explains the poor condition of the roads serving such quarries.

Current mining operations are a relatively unproductive use of the City's land, producing only a fractional return to the City of what could be expected from a land use mix more typical of Southern California communities. In point of fact, current mine operations pay no sales tax to the City. Current quarries in Banning occupy areas surrounded by residential properties and vacant lands that, absent the quarries, would otherwise be developable for sales tax generating commercial uses serving existing residential communities, or new residential development, or recreational uses serving the community's recreational needs.

2. Mining Report

The Banning Quarry has been in operation since 1925. The City has not always had the resources to monitor operations closely, and in recent years numerous complaints have emerged from the community surrounding the Quarry.

As professional consultants to the City of Banning, Aragón Geotechnical Inc. ("AGI") has completed annual mandatory mining inspections for the City's largest mining operation, Robertson's Ready Mix, CA Mine ID# 91-33-0012, located in the northeastern corner of the incorporated City limits (the "Banning Quarry"). The Banning Quarry operator is the largest supplier of construction aggregate and transit-mixed concrete to the Southern California market. The Banning Quarry produces graded sand, gravel, and crushed-rock products from natural alluvial deposits, with the mined aggregate profitably moved more than 60 miles from Banning.

Over the last two years AGI has conducted mining inspections with a formal report most recently prepared in December 2013 (the "Mining Report"). A copy of the Mining Report is attached hereto as Attachment "A".

Principal recommendations of the Mining Report include that current financial assurances and reclamation plans for certain mine operators in the City are inadequate, that slopes at various

quarry locations are probably too steep, that mine operators have mined areas outside of an approved reclamation plan, including City-owned property that is to be used as an above-ground water tank site, and that areas that were mined are designated "Low Density Residential" on the General Plan and Zoning Map, all which constitute serious violations of the Surface Mining and Reclamation Act of 1975 (SMARA).

Furthermore, residential properties neighboring the Banning Quarry have reported that the City does an insufficient job of monitoring air, water, and noise impacts.

3. Mining Tax Structure

The City's budget has no funds available for purposes reasonably related to studying, quantifying, analyzing, monitoring, administering, enforcing, correcting or mitigating negative impacts in the city from mining and processing activities. As such, the establishment of a tax is necessary to finance the recommendations made by the Mining Report, to enhance the City's monitoring and enforcement program, and to pay for construction, repair, replacement of streets and infrastructure and undertake other environmental mitigation measures on a going-forward basis. Compounding the City's budget shortfalls, current mining operations are a relatively unproductive use of the City's land, as discussed above. Therefore, it is proposed to implement a tax to support the City's general operations. In terms of the structure of the mining tax, the City could separately tax the excavation on the one hand, and processing activities on the other hand (which activities necessarily also involve the transportation activity). Generally, however, it is understood that virtually all of the processing which occurs on site involves material excavated on-site, and there is virtually no processing of material imported from other areas.

Based on the foregoing, the ordinance structure proposed here would be in two parts: (1) a single tax upon the excavation, processing and transportation of rock materials, and (2) a reduced tax for importation and processing of material to be used for reclamation, with the provision that through a development agreement the City could provide credits against the rates established in the ordinance. Other justifications for this structure include:

- The on-site extraction/processing/transportation tax is higher because extraction has a more long-lasting impact on the community and the physical environment. In the long run, it is excavation activity that prolongs the life of mine pits and delays reclamation to other uses.
- There is a potential for material to be imported onto a mine site and used for reclamation of pits. This may particularly occur where, as with the Banning Quarry, mining has illegally occurred beyond the legal borders of the pit, and this material may need to be restored. The importing and placement of this material will prolong pit operations and mining impacts for an unknown period. This activity can be taxed, but at the same time the City may benefit from the restoration of this land, and may wish to provide incentives for this activity by proposing a lower tax for such processing of imported material.

4. Use of Mine Tax Revenues

These taxes are part of a comprehensive program consisting of a general mining tax to be placed in the General Fund to pay for the City's general operations. The general governmental purposes for which this money can be used include all of the City's normal operations such as law enforcement, library, recreation, planning, code enforcement, fire and other services that benefit the City's residents.

A critical factor in the City's consideration of a mining tax is the difficult times the City has faced maintaining its level of general services during the recession. The Great Recession beginning in 2008 has had a dramatic impact on the City's general fund budget that was evident when City revenues dropped by approximately 33% (from \$18M to \$12M). This has required a reduction in budgeted personnel of 36%, which included a reduction in police personnel of 33%, cuts in public recreation services, and other City services. The end result is that there is a serious need for additional revenue to fund general city services. Law enforcement and public safety services, park, recreational, senior services, neighborhood preservation, and other community services are not at the level needed by the community. The mining tax would be a new revenue source that could provide an important infusion of new funds to benefit services throughout the community, and for this reason it is proposed as a general tax. The Council is willing to do this even though the proposed tax measure vote would be scheduled for the same election that Councilmembers are up for election. Generally taxes are not popular, but in this case we believe the community will appreciate the severe fiscal constraints the City has been working under.

Even though this is a general tax and the revenues are not directed to any specific purpose, clearly mining has had a significant adverse impact in the community in general and a major impact on surrounding properties. Accordingly, the proposed ordinance creates the potential for the City in the future to create a special fund, the Mining Impact Fund, into which General Fund proceeds may be deposited to pay for the monitoring and mitigation of mining impacts, including without limitation:

- Remediation of deteriorated streets and other public infrastructure facilities;
- Remediation of toxic or contaminated property resulting from mining and processing activities;
- Abatement of degraded air quality;
- Abatement of public health and safety hazards, including health and safety hazards caused by access routes, traffic volumes, and usage conflicts;
- Abatement of increased noise;
- Remediation of slope instability and slope erosion problems, including potentially unsafe damage to levees, flood infrastructure and protective berms along the San Geronio River;
- Remediation of problems with sand and particulate matter and sand, gravel and particulate matter on public rights-of-way and properties;
- Addressing security and safety concerns;

- Abatement of visual blight;
- Remediation of water quality impacts, including;
- Addressing loss of developable land for other uses,
- Providing loans or grants to owners of property impacted by mining operations for purposes of constructing improvements to alleviate mining impacts; and
- Any other impacts resulting from mining and processing which affect public health, safety and welfare or public property.

The proposed ordinance also specifically reserves to the City the right to enter into a development agreement that may waive or relinquish some of the established mining tax requirements in exchange for additional concessions from a mine operator on the reclamation and developable end-use of a mine site.

5. Establishing the Proposed Tax Rate

The City Council needs to determine the amount of per-ton tax it wishes to insert into the proposed ordinance.

As discussed below, the City has wide latitude in terms of the rate of the tax so long as it is not "confiscatory". Generally, in terms of taxes for activities such as admissions taxes, utility taxes, transient occupancy taxes and others, rates range from 5 to 15 %. A survey of utility taxes would generally find them somewhat lower in the 5 to 10% range, while transient occupancy taxes can range from 7 to 15%. Given these precedents--although mining taxes may generally be on the lower end of these scales--we believe that a rate in the range of 6% to 12% would not be confiscatory. Based on the information we currently have, the price range for rock material products is from \$12 to \$14 per ton. Hence, a 6% to 12% tax range would be \$.72 per ton (6% x \$12) at the low end, and \$1.68 per ton (12% x \$14) at the high end. Generally, our recommendation is that the Council should aim for the conservative end of these tax ranges, and not the high end of what is justifiable.

While we have not surveyed prices throughout the whole industry and while we do not know the specific economics of the Banning Quarry, as a check on fairness of the proposed mining tax rate we have gathered industry and mining tax information from other Southern California jurisdictions. Per-ton rates charged by California municipalities for mining operations are extremely varied from jurisdiction to jurisdiction, with ranges spanning at the low end from 19 Cents per ton (City of Highland) to \$1.00 per ton at the high end (City of Irwindale). We note that Irwindale's mining tax (evidently one of the higher rates statewide) translates to a rate of about 7.6%. However, being in the urban core area, Irwindale can possibly get a higher price for their product. Irwindale is also suffers unique impacts from mining because mining operations cover more than 50% of its non-public lands. Accordingly, we'd suggest that it would be reasonable for Banning to scale its tax rate back from that rate by possibly 20%.

Therefore, in determining a mining tax rate, we recommend the Council consider ranges from approximately 6.1% (representing 80 Cents per ton and 20% less than Irwindale's mining tax) to no more than 7.6% (same as Irwindale's tax rate equating to about \$1.00 per ton). Such a tax rate

of less-than 10% has regularly been found to be *not* confiscatory by courts. Further, the amounts of the proposed taxes are supported by the findings discussed throughout the Mining Report. There is no evidence that the proposed mining tax will make the mining operations unprofitable or force mining companies to terminate operations; therefore, the proposed tax cannot be considered confiscatory or prohibitory.

Finally, most jurisdictions that have enacted a per-ton mining tax or fee have also enacted a CPI escalator to automatically increase or decrease the tax in conjunction with actual economic conditions. The proposed ordinance similarly includes a provision for CPI increases.

6. Proposition 218

Under Proposition 218 adopted in 1996, tax measures have to be put to a vote by the electorate. Taxes can be either general or special taxes. A general tax is one where the tax revenues go to the general fund and are used for general governmental purposes; a special tax is one on a specific activity where the revenues are spent for a specified purpose. For example, a tax which could only be spent for park and recreation services would be a special tax. General taxes can be adopted by a majority vote if placed on the same ballot on which Councilmembers are up for election. Special taxes require a 2/3 vote to be approved unless a fiscal emergency exists.

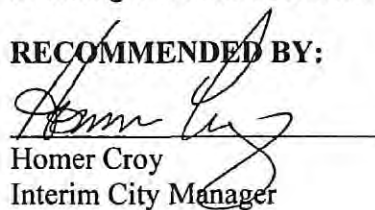
The intent here is that the mining tax be a general tax subject to majority vote. As a consequence, it would need to be on the ballot for the next Councilmanic election, which is November 4, 2014. If the measure is not on that ballot, it would have to wait 2 years, or be submitted at a special election and receive a 2/3 vote unless there is a financial emergency. In order to make the upcoming November election, the materials need to be to the County Registrar's office by August 8, 2014.

The proposed tax ordinance can be amended in the future, except that the rate can only be increased by the voters.

FISCAL IMPACT:

The proposed action does not implement the proposed general mining tax at this time. The only direct fiscal impact of the proposed Resolution would be the costs of processing the ballot measure and holding the election, which costs are estimated to not exceed \$8,000.00. If the tax is passed, however, current mining operations in the City are estimated to be producing over 1,500,000 tons per year, which would generate mining tax revenues to the City exceeding \$1,000,000 annually assuming a tax rate over 5% is proposed.

RECOMMENDED BY:


Homer Croy
Interim City Manager

PREPARED BY:

David Aleshire
City Attorney

Attachments:

1. Mining Report
2. Resolution No. 2014-58

ATTACHMENT 2

(Resolution No. 2014-58)

RESOLUTION NO. 2014-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE RELATING TO IMPLEMENTING A GENERAL MINING TAX AT THE MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014

WHEREAS, a Municipal election on Tuesday, November 4, 2014, has been called by Resolution No. 2014-36, adopted on June 10, 2014; and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to establishing a general mining tax; and

WHEREAS, the City Council considers a general mining tax on the aggregate excavated and processed within the City boundaries a necessary resource to mitigate the impacts of the mining operations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Shall an Ordinance be adopted establishing a general mining tax of ___ per ton upon the excavation and processing of rock material, and placing the proceeds of these taxes in the City's general fund to be spent for general governmental purposes, which includes police, fire, and maintaining streets and public areas; as well as to pay for studying, correcting and reducing the effects of mining on residents and businesses?	YES
	NO

SECTION 2. That the proposed measure submitted to the voters is attached as Exhibit "A". If the voters of the City of Banning approve the proposed measure, the Banning Municipal Code shall be amended to include a General Tax on Mining, Extraction and Processing.

SECTION 3. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 4. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 5. That the City Clerk shall certify for the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED on July 22, 2014.

Deborah Franklin, Mayor

ATTEST:

Marie A. Calderon, City Clerk

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

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

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-58 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of July, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"

ORDINANCE NO. ---

AN ORDINANCE OF THE PEOPLE OF THE CITY OF
BANNING, CALIFORNIA, ESTABLISHING A GENERAL
TAX ON MINING, EXTRACTION AND PROCESSING

WHEREAS, current and past mining and processing operations, which cover over at least 186 acres of non-publicly-owned land area in the City, impose severe negative environmental impacts upon City residents, businesses, properties, and visitors; and

WHEREAS, the environmental impacts from mining and processing operations include, but are not limited to, deterioration of streets and other public infrastructure facilities; degradation of air quality; public health and safety hazards; increased noise; slope stability and slope erosion problems; security and safety concerns; visual blight; water quality impacts; flood dangers due to weakened levees; problems with sand and particulate matter; and loss of developable land for other uses; and

WHEREAS, over the last two years the City has, through an independent consultant, conducted mining inspections that are documented through a formal report most recently prepared in December 2013 (the "Mining Report"); and

WHEREAS, principal recommendations of the Mining Report include that current financial assurances and reclamation plans for certain mine operators in the City are inadequate, that slopes at various quarry locations are probably too steep, that mine operators have mined areas outside of an approved reclamation plan (including City-owned property that is to be used as an above-ground water tank site), that levees critical to protect against flooding have been degraded, and that areas that were mined are designated "Low Density Residential" on the General Plan and Zoning Map, all which constitute serious violations of the Surface Mining and Reclamation Act of 1975 (SMARA); and

WHEREAS, residential properties neighboring mine operations in the City have reported that the City does an insufficient job of monitoring air, water, and noise impacts caused by mining; and

WHEREAS, current quarries in Banning occupy areas surrounded by residential properties and vacant lands that, absent the quarries, would otherwise be developable for sales tax generating commercial uses serving existing residential communities, or new residential development, or recreational uses serving the community's recreational needs. In short, economic development opportunities in the northeastern corner of the City are hampered by longstanding mining pits; and

WHEREAS, the City's budget has no funds available for purposes reasonably related to studying, quantifying, analyzing, monitoring, administering, enforcing, correcting or mitigating negative impacts in the City from mining and processing activities. As such, the establishment of a tax is necessary to finance the recommendations made by the Mining Report, to enhance the

City's monitoring and enforcement program, and to pay for construction, repair, replacement of streets and infrastructure, and undertake other environmental mitigation measures on a going-forward basis; and

WHEREAS, besides the direct and indirect impacts of mining, the Great Recession beginning in 2008 has had a dramatic impact on the City's general fund budget that was evident when City revenues dropped by approximately 33%, requiring a reduction in budgeted personnel of 36%, which included a reduction in police personnel of 33%, cuts in public recreation services and other City services. The end result is that there is a serious need for additional revenue to fund general city services; and

WHEREAS, mining operations are unique businesses in that their operations (i) have significant physical impacts on the land that are difficult to fully remediate, (ii) the negative environmental impacts affect neighboring properties for the life of the operations and beyond, (iii) the impacts are extremely long term, often exceeding 50 years, and (iv) very few benefits of the business accrue to those impacted; and

WHEREAS, despite the specific need for funds to deal with mining impacts, due to the City's general revenue needs, this Measure will be enacted as a general revenue measure but with the option that the Council can also direct funds towards mitigation of mining impacts; and

WHEREAS, the City's investigations have shown that the current market price of aggregate ranges in Southern California from \$12.00 to \$14.00 per ton. The proposed mining tax, if enacted, would establish a tax rate of \$_____ per ton, which would be less than 10 percent of the average cost of the mining product per ton. This rate would be adjusted by the consumer price index for general price escalation. The City believes that a rate in such range is fair and reasonable and not confiscatory under California law; and

WHEREAS, California Government Code Section 37101 authorizes municipalities to regulate and tax the operation of businesses within their limits and Gov't Code § 37100.5 authorizes any general law city to impose any tax imposed by charter cities when levied by a vote of the people. Many general law and charter cities have imposed mining taxes; and

WHEREAS, California Constitution Article XIII C, Sec. 2(d) requires that in order for a city to impose or increase any general tax, that tax must be submitted to the electorate and if at an election where Councilmembers are up for election, then a simple majority vote is needed for enactment.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF BANNING, CALIFORNIA,
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. That Banning Municipal Code is hereby amended by adding Chapter 3.18, said Chapter to read as follows:

“Chapter 3.18 MINING TAX AND MINING IMPACT FUND

Sections:

- 3.18.010 Purpose and intent.
- 3.18.020 Definitions.
- 3.18.030 Mining tax on excavation and processing.
- 3.18.040 Mining impact fund
- 3.18.050 Authority to mitigate impacts through development agreement.
- 3.18.060 Tax Audits & Tax Contests
- 3.18.070 Modification by Council.

3.18.010 Purpose and intent.

A. Mining is important statewide industry and regulated by State law under the 1976 Surface Mining and Reclamation Act, Public Resources Code §§ 2710 *et seq.* (“SMARA”). State law encourages local regulation permitting local agencies to act as lead agencies. Mining areas are an important state-wide resource with benefits enjoyed regionally and statewide, as provided in SMARA.

B. Mining is a significant use in the city with at least 186 acres in mined areas that have been dedicated to the extraction and processing of rock materials since 1925. Mining is a unique use within the community in terms of the long-term nature of the use and the extent and significance of its impact on surrounding properties.

C. Mining impacts include, but are not limited to deterioration of streets and other public infrastructure facilities; degradation of air quality; public health and safety hazards; increased noise; slope stability and slope erosion problems; security and safety concerns; visual blight; water quality impacts; impacts on the San Gorgonio River; problems with sand and particulate matter; and loss of developable land for other uses. The negative impacts of mining are significant, felt on properties beyond the operational boundaries of the pit, and are experienced locally.

D. The purpose of this chapter is to establish a comprehensive taxing scheme for mining operations, both to support the City’s general governmental operations and to raise revenue to study, analyze, monitor, regulate, administer, correct, remediate and mitigate mining impacts and to facilitate reclamation of mining pits.

E. Ultimately, it is the city’s goal that mining operations are so conducted as to be a good neighbor to persons residing or working in the city and that at such time as a mining use is discontinued, the property be restored to a usable condition which is readily

adaptable to alternate land uses and will create no danger to public health or safety. It is the purpose of this chapter to facilitate these goals and ensure the following:

1. Adverse environmental effects are prevented or minimized and that mined lands are reclaimed to a usable condition which is readily adaptable for alternative land uses;
2. The production and conservation of minerals are encouraged, while giving consideration to values relating to recreation, watershed, wildlife, range and forage, and aesthetic enjoyment;
3. Residual hazards to the public health and safety are eliminated.

3.18.020 Definitions.

The definitions set forth in this section shall govern the construction of this chapter.

“Excavation” means the physical removal of rock materials from the earth for use in commercial purposes, whether or not the rock materials are thereafter processed.

“Mining Impact Fund” means that fund that may be established by the city council to allay the impacts of mining as described in Section 3.18.040.

“Operator” means any person who is engaged in surface mining operations, or who contracts with others to conduct operations on his or her behalf, except a person who is engaged in surface mining operations as an employee with wages as his or her sole compensation.

“Person” means any individual, firm, association, corporation, organization or partnership, or any city, county, district, or the state or any department or agency thereof.

“Processing” means, with respect to rock materials, treating, crushing, recrushing, sorting, mixing, remixing or sluicing of rock materials which originated or were excavated either inside or outside of the corporate boundaries of the city.

“Rock Materials” means rock, sand, gravel, dirt, rock products or similar materials.

3.18.030 Mining tax on excavation and processing.

A. Tax for Rock Material Excavation/Processing/Transportation. Notwithstanding any other provisions of this code relating to taxes and special taxes, there is imposed upon each person or entity engaged in the business of excavating, processing and transporting rock materials from any real property located within the city, for the purpose of commercial use thereof other than on the property where so excavated, a tax of ___ cents per ton of rock materials so excavated, processed and transported. The excavation, processing, transportation components of these operations are not taxed separately and the tax applies singly to the whole operation, and even if the processing itself occurs offsite. For purposes of calculating the tax, tonnage is measured at the

transport weigh station and applied to the weight of rock materials exiting a mining operation for purposes of sale.

B. Tax for Rock Material Processing. Notwithstanding any other provisions of this code relating to taxes or special taxes, there is imposed upon each person or entity engaged in the business of importing and processing rock materials to be used as fill for a mining pit at any location within the city a tax of one-third of the tax for excavation per ton of rock materials so imported, provided that such tax is subject to modification through a development agreement per Section 3.18.050. The reduced rate is established to encourage reclamation activities.

C. General Tax. The purposes of the taxes in this section are to raise revenue and are not regulatory. The revenue shall be placed in the city's general fund to finance the general operations of the city. Such operations may include, but are not limited to: paying for basic or enhanced law enforcement or public safety services, park, recreational, and senior services, neighborhood preservation, community services, infrastructure improvement and maintenance, and other such general services. Additionally, the revenue could be set aside with the purpose of mitigating mining impacts in accordance with Section 3.18.040.

D. Cost of Living Adjustment. The taxes imposed in subsections A and B above shall be paid quarterly on the 20th day in the months of July, October, January and April of each year, and shall be annually adjusted based upon the percentage change equal to the percentage change in the Los Angeles-Anaheim-Riverside Consumer Price Index (C.P.I.) from July of the current year compared with July of the prior year. The C.P.I. change shall take place on October 1 of each year.

3.18.040 Mining Impact Fund.

The city reserves the right to establish by resolution or ordinance adopted by the city council a special fund dedicated to the purpose of mitigating the actual impacts of mining operations in the city. This mining impact fund may be funded by revenues generated by that general tax set forth in Section 3.18.030. The mining impact fund may be administered by the director over city finance as a special fund of the city.

A. Mining impact funds may be expended upon the city's remediation of actual impacts upon the environment directly or indirectly caused by mining operations, including without limitation:

1. Repair, modification, resurfacing, or reconstruction of deteriorated streets and related public infrastructure facilities;
2. Remediation of toxic or contaminated property resulting from mining and processing activities;
3. Abatement of degraded air quality;

4. Abatement of public health and safety hazards, including health and safety hazards caused by access routes, traffic volumes, and usage conflicts;
5. Abatement of increased noise;
6. Remediation of slope instability and slope erosion problems, including potentially unsafe damage to levees, flood infrastructure and protective berms along the San Geronio River;
7. Remediation of problems with sand and particulate matter and sand, gravel and particulate matter on public rights-of-way and properties;
8. Addressing security and safety concerns;
9. Abatement of visual blight;
10. Remediation of water quality impacts;
11. Addressing loss of developable land for other uses;
12. Providing loans or grants to owners of property impacted by mining operations for purposes of constructing improvements to alleviate mining impacts; and
13. Any other impacts resulting from mining and processing which affect public health, safety and welfare or public property.

B. The mining impact funds may also be expended for purposes reasonably related to studying, quantifying, analyzing, monitoring, administering, enforcing, correcting or mitigating negative impacts in the city from mining and processing activities, whether or not such impacts are specifically listed herein. This includes the costs of professional services related thereto such as engineering, auditing, monitoring, financial services, planning, architectural and other consulting services, city administrative expenses, and legal expenses. Legal services may include defending any legal challenge to the validity of this chapter or any measure or action taken pursuant hereto, the cost of analyzing and preparing any implementation measure or strategy and the cost of any legal action related to the enforcement of any mining-related program.

C. Any expenditure shall be made in accordance with applicable law, whether set forth in ordinance, rule, or regulation of the city or other governmental agency of appropriate jurisdiction, or state or federal law. All such expenditures shall have a public purpose and be authorized by valid and applicable law.

3.18.050 Authority to mitigate impacts through development agreement; reduction of mining tax.

Nothing in this Chapter shall be construed as preventing the city from entering into a development agreement with any mining Operator pursuant to Government Code Sections 65864 *et seq.* By the terms of such development agreement, the city and a person or entity having legal or equitable interest in real property dedicated to the excavation and processing of rock material may establish certain development and operational rights for the property, including limitations upon such development and operational rights and requirements for specific mitigation measures to be undertaken by the mine Operator. The mining tax rate imposed upon the excavation and processing of rock material established in Section 3.18.030 may be modified by the terms of such development agreement.

3.18.060 Tax Audits & Tax Contests.

A. All mine Operators shall maintain detailed records relating to rock material tonnage, sales revenues, and gross income from rock material sales attributable to mining operations within the city for a period at least three (3) years. The city shall have the right at any time during regular business hours to inspect such records upon seventy-two (72) hours' notice for purposes of allowing the city, or its duly authorized representative, to conduct a financial review or audit to verify the accuracy of taxes paid pursuant to Section 3.18.030. Should a city audit find that the mine Operator has underpaid taxes paid pursuant to Section 3.18.030 by a shortfall of or exceeding 1% of the taxes actually due in any one-year period, the Operator shall bear all costs of the city's audit.

B. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the city or an officer thereof to prevent or enjoin the collection of taxes, fees or fines sought to be collected pursuant to any provision or resolution ordinance of the city for the payment of all taxes, fees or fines. Payment of all taxes, fees or fines, interest and penalties shall be required as a condition precedent to seeking judicial review of the validity or application of any such tax, fees or fines, and such payment shall continue pending completion or final judgment in said judicial action.

3.18.070 Modification by Council.

Notwithstanding this Ordinance's adoption by the People, the City Council shall be free to amend any provision hereof through the regular process of adoption of ordinances under State law, provided that the amendment is consistent with the intent hereof, further the purposes of this Chapter, and except that the tax rate as set forth in Section 3.18.030 may only be increased by the People."

SECTION 2. Severability. If any phrase, clause, sentence, subsection, or section of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of any other part of this Ordinance. The People hereby declare that they would have passed this

Ordinance and each phrase, clause, sentence, subsection, or section hereof irrespective of the fact that any one or more of such phrases, clauses, sentences, subsections, or sections had been declared invalid. Any court reviewing the validity of this Ordinance shall interpret it insofar as possible as to make it valid and binding, and to carry out the intent of the voters to create a fund to pay for the foregoing measures to the full extent permitted by law.

PASSED, APPROVED AND ADOPTED by the People on the __ day of _____, 20__.

Deborah Franklin, Mayor

ATTEST:

Marie A. Calderon, City Clerk

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

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

ATTACHMENT 3

(MOU between City of Banning and Robertson's Ready Mix, Ltd.)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 19th day of September, 2016, by and between the City of Banning (the "**City**"), the City of Banning City Council (the "**City Council**") (collectively, the "**City Defendants**") and Robertson's Ready Mix, Ltd. ("**Robertson's**") (collectively, "**Parties**").

RECITALS

WHEREAS, the Banning Quarry ("**Quarry**") has operated within the City limits since the early 1900s; Robertson's has owned and operated the Quarry since 1997, in part pursuant to vested rights established prior to 1976; the Quarry produces construction aggregates that have historically been used in the City and surrounding communities; and the Quarry is the only surface mining operation within the City limits;

WHEREAS, in response to surface mining activities undertaken in prior years by or on behalf of Robertson's outside the boundaries of the Quarry's approved Reclamation Plan; Robertson's applied for an amendment to the Quarry's Reclamation Plan ("**Reclamation Plan Amendment**"); and thereafter the City and Robertson's have engaged in discussions over a period of several years relating to: (1) the scope of reclamation activities to be included in the Reclamation Plan Amendment, (2) scope of review pursuant to the California Environmental Quality Act ("**CEQA**"), (3) the scope of other permitting procedures and entitlements allegedly required for the Reclamation Plan Amendment; (4) potential for mining of additional reserves within or in areas immediately adjacent to the Quarry, and (5) potential for Robertson's and the City to enter into a Development Agreement regarding the above matters;

WHEREAS, in August 2014 the City Council placed on the ballot a proposed tax on surface mining operations within the City limits ("**Mining Tax**"); in the November 2014 election the voters of the City passed the tax, and the City Council subsequently set the tax rate at \$0.80 per ton of mined aggregate;

WHEREAS, the City and Robertson's have disputed the scope of environmental review and entitlements required for the Reclamation Plan Amendment, the reasonableness of the costs incurred by the City's CEQA consultant to date, who so far has been awarded contracts totaling \$249,050, for CEQA work in connection with the Reclamation Plan Amendment, which work Robertson's believes to be excessive, as well as the necessity and legality of the Mining Tax, such that Robertson's has filed several lawsuits against the City regarding these matters associated with the processing of the Reclamation Plan Amendment and the Mining Tax, including (1) Robertson's v. City of Banning, et al., Case No. RIC 1409037 ("CEQA/1983 case"), (2) Robertson's v. City of Banning, et al., Case No. RIC 1409829 ("Brown Act case"), (3) Robertson's v. City of Banning, Case No. RIC 1500296 ("Public Records Act case"), and (4) Robertson's v. City of Banning, et al., Case No. RIC 1513475 ("Tax Refund case") (collectively, "**Actions**");

WHEREAS, the status of the Actions is as follows: (1) the Brown Act case, following issuance of a preliminary injunction against the City, has been dismissed; (2) the Public Records Act case has been resolved through issuance of a stipulated judgment against the City, with a motion by Robertson's still pending to determine the amount of attorneys' fees to be awarded to Robertson's; (3) the CEQA/1983 case has been dismissed and the substantive constitutional claims against the City have been refiled by Robertson's against the City in the Tax Refund case, with the City's demurrer still pending in the Tax Refund case, and a tentative ruling having been issued by Judge Trask denying the demurrer on two of the four claims, and granting the demurrer on the other two of the claims, without prejudice to Robertson's amending its complaint with respect to such claims;

WHEREAS, the Parties seek to resolve their disputes, Robertson's wishes to continue to operate the Quarry in an economically sustainable manner for the indefinite future, and the City Defendants wish to secure reliable revenue from the Quarry during its period of operation and provide for the Quarry's suitable end use(s);

WHEREAS, this MOU sets forth the terms and conditions of the settlement and compromise, between and among Robertson's and the City Defendants, including those claims Robertson's has filed against the City Defendants in the Actions, in the manner set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the receipt and sufficiency of which the Parties acknowledge, Robertson's and the City Defendants do hereby agree as follows:

1. **Mining Tax.**

- a. The rate of the City's per-ton aggregate mining tax, enacted by the voters of the City in the November 4, 2014 general election ("Mining Tax"), shall change from \$0.80 to \$0.25 per ton of mined aggregate following: (1) execution of this MOU by all parties, and (2) adoption by the City Council of a City Ordinance suspending the \$0.80 per ton Mining Tax rate.
- b. The effective date of the \$0.25-per-ton Mining Tax rate shall be July 1, 2016 (on the understanding that Robertson's shall waive any further right to seek attorneys' fees in the Public Records Act case, as set forth in Section 9.b., below), and the \$0.25 per-ton Mining Tax rate shall be implemented following thirty (30) days following the "second reading" before the City Council of the City Ordinance that shall suspend the \$0.80-per-ton Mining Tax rate, referenced in Section 1.a., above.
- c. The Mining Tax and its \$0.25-per-ton rate, subject to the CPI escalation below, shall be required to remain in effect until the earlier of the following:
 - (i) Robertson's ceases to operate the Quarry, and completes final reclamation of the Quarry site (although the Mining Tax shall effectively cease when

- actual mining ceases and shall not apply to reclamation of the property), at which time the Mining Tax shall no longer be in effect;
- (ii) Three years from the date an application is submitted by Robertson's for the Development Agreement and related "Entitlements" (as defined below), unless the City approves the Development Agreement and related Entitlements prior to the end of the three-year approval period, or prior to any extension by Robertson's of that three-year approval period, in which case the \$0.25-per-ton Mining Tax rate shall be required to remain in effect until Robertson's ceases to operate the Quarry, as described above in Section 1.c.(1); or
 - (iii) The City takes formal action to issue a final denial, following a public hearing, of the Development Agreement and related Entitlements, at or before the end of the three-year approval period, or any extension by Robertson's of the three-year approval period.
 - (iv) Robertson's shall fail to pay the Revenue Supplement in Section 2 below, when such payment is due, and following notice of, and a period to cure, such failure to pay;
 - (v) Robertson's shall otherwise breach and fail to cure the terms of this MOU.
- d. It is understood that the Ordinance suspending the \$0.80 per ton Mining Tax rate will not contain a clause for automatic revival; but any revival, if permitted thereunder, would require Council adoption of an ordinance lifting the suspension or modifying the rate.
 - e. Under Sections 1.c. (ii) and 1.c. (iii), above, where the City either fails to approve within three years (or within any extension period), or affirmatively denies, the Development Agreement and related Entitlements, the Tax Refund case shall no longer be stayed, but the other Actions will not be revived.
 - f. The \$0.25 per ton Mine Tax rate, during the period of time that it is effective, shall be adjusted annually according to the Consumer Price Index ("CPI").
 - g. Robertson's shall pay taxes pursuant to the Mining Tax on a quarterly basis.

2. Additional City Revenue Opportunities.

a. Sales Tax Revenue.

- (i) Pursuant to the schedule in Section 7, Robertson's shall submit to the City an application for necessary entitlements to allow for construction of a ready-mix concrete plant ("RMC Plant") within the City limits, as part of

the application requesting the entitlements for additional mining reserves and revised reclamation plan amendment to be identified in the Development Agreement, as described below.

- (ii) The RMC Plant shall constitute a point of sale for ready-mix concrete manufactured at the RMC Plant irrespective of where the concrete is delivered, whether to job sites within or outside the City limits.
- (iii) The Sales Tax generated from the RMC Plant shall be calculated by Robertson's in the ordinary course of business, and, to the extent feasible, shall be paid by Robertson's to the City on a quarterly basis.

b. Rebate for Ready-Mix Concrete Poured Within City Limits.

- (i) For as long as Robertson's operates the Quarry pursuant to the terms of an approved Development Agreement, Robertson's shall provide the City with a cash rebate ("Rebate") of \$0.15 for every cubic yard of ready-mix concrete poured by Robertson's for construction projects located within the City limits.
- (ii) The Rebate shall apply to ready-mixed concrete poured for both public and private projects.
- (iii) The Rebate shall apply to ready-mix concrete originating from any Robertson's ready-mix plant that is poured within the City limits.
- (iv) The Rebate shall be paid by Robertson's to the City on a quarterly basis.
- (v) Robertson's and the City shall develop an accounting system for the Rebate to be incorporated into a final Development Agreement.
- (vi) The Rebate, during the period of time that it is effective, shall be adjusted annually according to the CPI.

c. Revenue Supplement.

- (i) "Mining Revenue" shall mean the combined revenue of the \$0.25 per ton Mining Tax, plus the additional City revenue from Sales Tax and Rebate for the prior calendar year.
- (ii) "City Revenue Goal" shall mean the total tonnage of aggregate mined by Robertson's at the Banning Quarry in a calendar year multiplied by \$0.40 per ton.

- (iii) Where the Mining Revenue is less than the City Revenue Goal in a calendar year, Robertson's shall provide a monetary supplement to the City ("**Supplement**").
- (iv) The Supplement shall compensate for the difference between the Mining Revenue and the City Revenue Goal, except that in no event shall the Supplement exceed \$125,000 for that calendar year.
- (v) The Supplement shall be paid at the end of the final quarter for the calendar year.
- (vi) The Supplement shall remain fixed, and shall not be adjusted annually according to the CPI.

3. **Additional Mining Reserves/Mining Entitlements.**

- a. As consideration for Robertson's agreeing to pay the Mining Tax, provide the Additional City Revenue Opportunities, described above, and agreeing to stay the Tax Refund case, the City agrees to process an application to be submitted by Robertson's to mine approximately 6 to 8 million cubic yards of additional aggregate mining reserves at the Quarry in the following two areas: (1) all paper street rights-of-way within the mining areas, and (2) an additional 23-acre area directly south of the mining area known as the Matich parcels (collectively, "**Additional Reserves**"). The areas containing the Additional Reserves are shown on the site plan attached hereto, and incorporated herein, as **Exhibit A**.
- b. In addition, the proposed project would combine Robertson's two existing reclamation plans for its overall existing Quarry operation into a single plan and amend and expand the reclamation plan area to include all mining expansion areas.
- c. Addition of the 23-acre expansion area, labeled as "Future Mining" in **Exhibit A**, attached hereto and incorporated herein, shall require either a determination of the full scope of Robertson's vested rights or approval of a conditional use permit for mining within this area.
- d. The City's agreement to process and ultimately approve Robertson's application for the Additional Reserves shall be included in and be material consideration for the Development Agreement discussed below in Section 9. If the City determines ultimately to deny Robertson's application for the Additional Reserves, then the Development Agreement shall fail for lack of consideration and shall not be approved by the City Council.

4. **Reclamation Plan Amendment and End Use.**

- a. In connection with submitting an application for the RMC Plant and the Additional Reserves, Robertson's shall submit an application for a reclamation plan amendment ("**RecPlan Amendment**"), that shall be subject to the following parameters:
 - (i) The Rec Plan Amendment shall comply with SMARA and other applicable reclamation laws and standards;
 - (ii) Robertson's shall allocate a certain percentage of the Quarry site for post-mining public use, although no specific public use will be required;
 - (iv) Robertson's will retain ownership of the Quarry site (and will be able to sell or lease some or all of the site as it sees fit), subject to the end-use requirements in the RecPlan Amendment.
- b. Following the conclusion of mining at the Quarry, including mining of the Additional Reserves, the total usable acreage at the Quarry will be approximately +/- 70-85 acres, as shown on **Exhibit A**, attached hereto and incorporated herein.
- c. Robertson's agrees to allocate 25% of the total usable acreage (25% of 70-85 acres) at the conclusion of mining for post-mining public end use.
- d. The potential range of post-mining public end uses could include the following (which shall not be exclusive):
 - (i) Permanent uses, such as (i) off-road track, (ii) entertainment use, such as concert venue, water park, amusement center, golf course, or adventure park.
 - (ii) Seasonal uses, such as Christmas tree/pumpkin patch area, etc.
 - (iii) Weekend uses such as Farmer's Market, swap meet, etc.
- e. The RMC Plant, Additional Reserves, and RecPlan Amendment, shall be collectively referred to herein as the "**Entitlements**", and shall all be subject to a single application to be submitted by Robertson's to the City.

5. **City Well Site.**

- a. The Parties agree that surface mining activities have previously occurred on property owned by the City and labeled "City Property 1 Acre Wellsite" ("**City Well Site**") on **Exhibit A**, attached hereto and incorporated herein; and, based

upon this Robertson's agrees to purchase for and on behalf of the City a replacement well site to be located outside of property owned by Robertson's or proposed to be used by Robertson's in connection with the Entitlements.

- b. The replacement well site shall be: (1) of comparable quality to the City Well site, (2) approximately .75 to 1.5 acre in size, and (3) located within one (1) mile of the Quarry site. Robertson's shall, in good faith, use its best efforts to ensure that the purchase of a replacement site for and on behalf of the City shall occur no later than December 31, 2016.

6. CEQA Review.

- a. Including the RMC Plant and Additional Reserves along with the RecPlan Amendment as part of the Entitlements will require revisions to the CEQA current project description, which in turn will necessitate modifying the currently suspended CEQA process (which previously was based solely on a RecPlan Amendment).
- b. The City has estimated, based on discussion with the CEQA consultant that revisions to the CEQA document, completion of the public process, and circulation of draft and final EIR documents for the Entitlements will cost an additional \$100,000.
- c. Robertson's has been responsible for paying the CEQA costs and shall continue to reimburse the City for the costs of the revised CEQA process. However, Robertson's shall have the discretion moving forward either to (1) allow the City's current CEQA consultant to continue work on the CEQA analysis for the Entitlements, based upon a review by Robertson's of a new scope of work and budget for the Entitlements, or (2) select a new City CEQA consultant to complete the CEQA analysis for the Entitlements.

7. Schedule.

- a. The City shall timely process the Development Agreement and application for the Entitlements (RMC Plant, Additional Reserves, and RecPlan Amendment), pursuant to the City's Mining Ordinance, SMARA, CEQA, and related laws and regulations.
- b. The Parties agree that the remaining CEQA and permitting processes for the Entitlements must be concluded no later than three years from the date of Robertson's submittal to the City of an application for the Entitlements (unless Robertson's agrees to extend the deadline); however, the Parties further agree to the following guidelines as non-binding benchmarks and milestones for completing the CEQA and permitting processes:

Task	Duration	End Date
Submit application for revised Project	45 days	October 1, 2016
Obtain proposals/select CEQA consultant	30 days	November 1, 2016
Circulate Notice of Preparation for an EIR	30 days	December 1, 2016
Prepare Admin DEIR, incl. technical studies	90 days	March 1, 2017
Internal review of Admin. Draft EIR	30 days	April 1, 2017
Consultant revises Admin DEIR, submits to City	30 days	May 1, 2017
City reviews Admin Draft EIR	30 days	June 1, 2017
Consultant revises Admin Draft EIR	30 days	July 1, 2017
City reviews revised Admin Draft EIR	15 days	July 15, 2017
Consultant final revisions to Admin Draft EIR	15 days	August 1, 2017
Final Admin Draft EIR to City for concurrence	15 days	August 15, 2017
Prepare documents and circulate Draft EIR	45 days	October 1, 2017
Public meeting to receive comments on Draft EIR	30 days	November 1, 2017
Receive comments on Draft EIR	15 days	November 15, 2017
Prepare response to comments and revise EIR	90 days	February 15, 2018
City review of Final EIR	45 days	April 1, 2018
City/Robertson's meet re comments and responses	15 days	April 15, 2018
Consultant revisions to Final EIR	30 days	May 15, 2018
Planning Commission Hearing	45 days	July 1, 2018
City Council Hearing	60 days	September 1, 2018

- c. Notwithstanding the stay of the Tax Refund case described in Section 10 below, Robertson's reserves the right to appeal any action or inaction by the City or City Council with respect to the RecPlan Amendment and/or entitlements for the Additional Reserves to the State Mining and Geology Board under SMARA, to appeal any CEQA review or determination associated with the Entitlements, and/or to challenge in court the City's actions or inactions with respect to the Entitlements or related CEQA review.
- d. In the event the Entitlements are challenged by any third party, it shall be Robertson's obligation to reasonably defend the entitlements at its sole expense, and otherwise subject to the City's standard indemnification conditions of approval.
- e. Notwithstanding the above, if the CEQA and entitlements processes are not concluded within three years from the date Robertson's submits the application for the Entitlements pursuant to this MOU, then Robertson's shall be entitled, but not required, to terminate the CEQA and permitting processes, and re-instate the Tax Refund case that will have been stayed as of the date of execution of this MOU, free of any objection by the City that the Tax Refund case or any claims or causes of action therein is barred for any reason.

8. Development Agreement.

- a. The terms and provisions set forth in Sections 1 through 8 above shall be incorporated into a Development Agreement between Robertson's and the City, which shall be approved by the City Council, along with the Entitlements, at a public hearing following certification of the above-referenced CEQA document within three years of submittal by Robertson's of an application for the Entitlements.
- b. The Parties shall work in good faith and with diligence to prepare and enter into the Development Agreement, and to have said Development Agreement approved by the City Council within that three-year period, which time period may be extended by Robertson's.
- c. If the Parties do not enter into a Development Agreement, and/or it is not approved by the City Council in a form that includes approval of the Entitlements, within three years from the date Robertson's submits the application for the Entitlements pursuant to this MOU, and such three-year period is not extended in writing by Robertson's, or if the Development Agreement is disapproved earlier by final action of the City Council, this MOU and its provisions shall terminate, and Robertson's shall be entitled to re-instate the Tax Refund case that will have been stayed as of the date of execution of this MOU, free of any objection by the City that the Tax Refund case or any claims or causes of action therein is barred for any reason.

9. Litigation Status Pending CEQA and Entitlements Processes.

- a. Robertson's and the City agree that all claims, counterclaims, and cross-claims pending and filed (or that could have been filed) in connection with the Tax Refund case shall, within 45 days of the execution of this MOU, be stayed, pending the approval of the Development Agreement and the Entitlements within three years from the submittal by Robertson's of an application for the Entitlements (unless extended by Robertson's), with each party to bear its own costs and attorney's fees.
- b. Following execution of the MOU, and based upon the understanding that the effective date of the \$0.25-per-ton Mining Tax rate shall be July 1, 2016, Robertson's shall dismiss its pending motion for attorneys' fees in the Public Records Act case, and Robertson's shall waive any further right to seek attorneys' fees in the Public Records Act case.
- c. The Parties expressly reserve their rights to bring any and all claims in violation or breach of this MOU, which claims are not released or otherwise waived by this MOU.

10. General Provisions.

a. Defense of City Entitlements.

Robertson's hereby agrees to reasonably defend any and all entitlements, approvals, reports, determinations, and authorizations granted or prepared by the City as part of its processing of the Entitlements.

b. Admissions.

Nothing contained in this MOU, nor any action taken or not taken by any Party in connection with this MOU, constitutes or shall be deemed to constitute an admission of fault or liability, such fault and liability being expressly disclaimed.

c. Entire Agreement: Severability.

This MOU contains the entire agreement between the Parties with regard to the matters set forth herein, and supersedes any prior written or oral agreements, reports, resolutions, ordinances, understandings, or arrangements. To the extent this MOU conflicts with any other applicable document, law, regulation, policy, or the like, this MOU controls. To the extent any part of this MOU is declared invalid, the remaining parts shall be severable and remain in full force and effect.

d. Governing Law.

This MOU is made in, and shall be governed, enforced, and construed under the laws of, the State of California.

e. Dispute Resolution.

All disputes relating to the validity, breach, interpretation, or enforcement of this MOU and/or of the matters set forth herein, including statutory claims of any kind, shall be filed in the Superior Court for Riverside County, California.

IN WITNESS WHEREOF, the City Defendants and Robertson's have executed this
MOU as of _____, 2016.

DATED: 9-19-16

CITY OF BANNING

By: Arthur L. Welch
Arthur L. Welch, Mayor

DATED: 9-19-16

ATTEST:

By: Marie A. Calderon
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

DATED:

BANNING CITY ATTORNEY

By: _____
John C. Cotti, Interim City Attorney

DATED: 9/8/16

ROBERTSON'S READY MIX, LTD.

By: [Signature]

APPROVED AS TO FORM:

DATED: 9/7/16


JEFFER, MANGELS, BUTLER & MITCHELL LLP

By: [Signature]

IN WITNESS WHEREOF, the City Defendants and Robertson's have executed this
MOU as of 9-19-, 2016.


DATED: 9-19-16

CITY OF BANNING

By: 
Arthur L. Welch, Mayor

DATED: 9-19-16

ATTEST:

By: 
Marie A. Calderon, City Clerk

DATED:

APPROVED AS TO FORM:

BANNING CITY ATTORNEY

By: 
John C. Cotti, Interim City Attorney

DATED: 9/8/16


ROBERTSON'S READY MIX, LTD.

By: 

DATED: 9/7/16

APPROVED AS TO FORM:

JEFFER, MANGELS, BUTLER & MITCHELL LLP

By: 

IN WITNESS WHEREOF, the City Defendants and Robertson's have executed this
MOU as of _____, 2016.

DATED: 9-19-16

CITY OF BANNING

By: Arthur L. Welch
Arthur L. Welch, Mayor

DATED: 9-19-16

ATTEST:

By: Marie A. Calderon
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

DATED:

BANNING CITY ATTORNEY

By: John C. Cotti
John C. Cotti, Interim City Attorney

DATED: 9/8/16

ROBERTSON'S READY MIX, LTD.

By: [Signature]

APPROVED AS TO FORM:

DATED: 9/7/16

JEFFER, MANGELS, BUTLER & MITCHELL LLP

By: [Signature]

ATTACHMENT 4

(Resolution No. 2018-09)

RESOLUTION 2018-09

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, DESIGNATING THE REVENUE RECEIVED FROM THE VOTER APPROVED MINING TAX AND RELATED REVENUE AS PROVIDED IN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND ROBERTSON'S READY MIX, LTD., AND PURSUANT TO SECTIONS 3.18.010 THROUGH 3.18.070 OF THE BANNING MUNICIPAL CODE

WHEREAS, the voters of the City of Banning approved a mining tax on aggregate excavated and processed within the City boundaries; and

WHEREAS, the mining tax is a general tax to be placed into the City's General Fund to pay for the City's general operations; and

WHEREAS, the City Council has authority to allocate the funds for specific General Fund uses and operations; and

WHEREAS, the City Council now desires to adopt a resolution designating the funds to be allocated for public safety services, parks capital improvement, streets and unallocated general services.

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

SECTION 1. The City Council hereby approves the following percentage allocations of mining tax revenue and revenues from within the City's General Fund and which are specified in the Memorandum of Understanding between the City of Banning and Robertson's Ready Mix, Ltd.:

- A. Forty percent (40%) for Public Safety;
- B. Thirty percent (30%) for Park's Capital Improvement Projects;
- C. Twenty percent (20%) for Streets; and
- D. Ten percent (10%) for unallocated uses in the General Fund

PASSED, APPROVED, and ADOPTED this 9th day of January, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-09 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: January 9, 2017

SUBJECT: Planning Commission Recommendation to Consider Adding a Highland Home Road/I-10 Interchange to the City's General Plan Circulation Element During the Next General Plan Update

RECOMMENDED ACTION:

Staff recommends that the City Council either:

1. Receive and file the Planning Commission's recommendation for consideration during the City's next General Plan update; or,
2. Discuss the Planning Commission's recommendation and direct staff to return to the City Council with information on feasibility and cost.

The first option would ensure that cost estimates are up to date and that actions taken are based on City Council priorities at the time of the General Plan update.

BACKGROUND:

At the November 1, 2017 Planning Commission meeting, community business owner Frank Burgess asked that the Planning Commission request that the City Council put the Highland Home Road overpass back in the City's General Plan. The Planning Commission requested that staff agendize the topic of a Highland Home Road interchange on the I-10 freeway for discussion at a future Planning Commission meeting.

At the December 6, 2017 meeting, the Planning Commission discussed the possibility of a Highland Home Road interchange at the I-10 Freeway as a means of alleviating

traffic currently using the Highland Springs Avenue for access to and from the I-10 Freeway.

COMMISSION RECOMMENDATION:

At the December 6, 2017 meeting, the Planning Commission voted unanimously to request that the City Council take under consideration placing the Highland Home/ I-10 interchange back into the City's General Plan Circulation Element during the City's next General Plan update.

FISCAL IMPACT:

The fiscal impact of a Circulation Element amendment to the City's General Plan is currently unknown as is the cost to acquire property and construct a new interchange.

ATTACHMENTS

1. Planning Commission December 6, 2017 Highland Home Road Staff Report Excerpt (staff report attachments excerpted).

Approved by:

 for A. DIAZ
Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

Planning Commission Staff Report
Excerpt (attachments excluded)

CITY OF BANNING

Planning Commission Staff Report

MEETING DATE: December 6, 2017

TO: Planning Commission

FROM: Patty Nevins, Community Development Director

SUBJECT: Highland Home Road I-10 Interchange

STAFF RECOMMENDATIONS:

This item is for information and discussion only; there is no recommended action.

BACKGROUND:

At the November 1, 2017 Planning Commission meeting, it was requested that the topic of a Highland Home Road interchange on the I-10 freeway be agendaized for discussion.

On March 26, 2013, the City Council approved Resolution 2013-34 approving General Plan Amendment (GPA) 13-2501, amending the City's General Plan Circulation Element to modify an existing level of service standard and to remove the Highland Home Road interchange at the I-10 from the General Plan Circulation Element. The City Council staff report states that "As part of the Planning Commission's recommendation, staff is requesting that the General Plan Circulation Element be amended to show that there is no interchange or overcrossing at Highland Home Road and I-10 location due to the costs and impact that the interchange and overcrossing have on the environment."

Attachments:

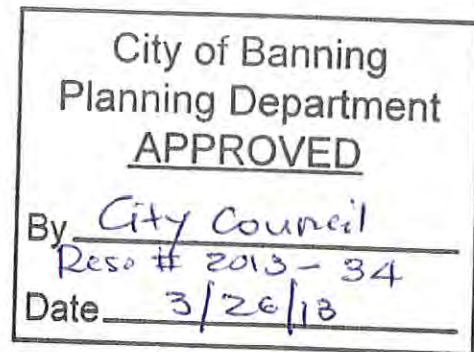
1. City Council Resolution 2013-034
2. City Council Staff Report for GPA 13-2501 dated March 26, 2013

Prepared By:



Patty Nevins
Community Development Director

**CITY COUNCIL
PUBLIC HEARING**



DATE: March 26, 2013

TO: City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: General Plan Amendment (GPA 13-2501) – Amendment to the General Plan Circulation Element

RECOMMENDATIONS: Adopt Resolution No. 2013-34:

- I. Certifying the Final Environmental Impact Report (FEIR) prepared by LSA Associated, Inc. (State Clearing House No. 2012011008).
- II. Approving the General Plan Amendment (GPA 13-2501) amending the Circulation Element.

PLANNING COMMISSION REVIEW: On March 6, 2013 the Planning Commission adopted Resolution No. 2013-06 recommending to the City Council the certification of the Final Environmental Impact Report (EIR) and approval of General Plan Amendment (GPA 13-2501). Prior to its adoption, questions were addressed including the difference of level-of-services and impacts to the existing intersections. Staff identified that these changes would increase wait times by approximately 25 seconds; however the need to amend the Circulation Element is based on design issues. It was determined that the existing Level-of-Service (LOS) C is not practical due to the necessary right-of-ways that would be required. Additionally, the existing LOS C does not match Beaumont and does not enable the City to remain competitive with Beaumont in attracting and retaining businesses.

BACKGROUND: The proposed General Plan Amendment is to change the citywide policy for roadway or Level-of-Service (LOS) from C to D, as well as, remove Highland Home Road interchange from the City's General Plan. The proposed amendment is listed in the Strategic Plan for 2011-2016 which was adopted by the City Council on September 13, 2011. See Goal #3, Item A-3 of the Strategic Plan in Exhibit "C".

On January 8, 2013, the Planning Commission and the City Council held a Joint Study Session to review the traffic analysis for the Circulation Element amendment. The City's consultant from LSA & Associates, as well as, City staff including the Director of Public Works and Community Development Director provided the presentation. In addition to the presentation, concerns and questions of the City Council and Commission were addressed at the study session.

ANALYSIS:

I. Changing Citywide Policy for Roadway from Level-of-Service (LOS) from C to D:

The County of Riverside and the majority of cities in the County including the City of Beaumont maintain a Level-of-Service D as the standard for roadway performance and adequacy. The City of

Banning in its General Plan establishes two (2) level-of-services (LOS). All intersections along Ramsey Street including all I-10 interchange intersections are classified as LOS D which is one level of service. The second LOS is classified as LOS C which includes the remaining intersections throughout the City. LOS C is a higher standard for road performance and efficiency and requires that the road be wider than the road for LOS D. Additional rights-of-way/land is required to accommodate a wider road.

In consideration of LOS, Highland Springs Avenue is located in the cities of Banning and Beaumont. The City of Banning maintains a LOS C on Highland Springs Avenue. The City of Beaumont maintains a LOS D on its side of Highland Springs Avenue. Since there are two different level-of-services, intersection design and configurations are conflicting between the cities. Wider right-of-ways are needed to improve intersections in Banning and would require additional right-of-way acquisitions in and around areas that are already developed with businesses. Maintaining a LOS C in Banning will impact lot sizes, parking lot and landscaping improvements within these developed areas and in some cases would require a re-design of on-site and off-site traffic circulation. The acquisition of properties is a long, extensive process especially when multiple owners are involved which could be costly to the City.

Benefits of Having LOS D:

The following are the benefits of changing the citywide LOS from C to D:

1. The City's LOS will be consistent with the City of Beaumont and the County of Riverside LOS, which based on traffic impact evaluations and improvements are consistent among various jurisdictions in surrounding areas. The intersection configurations especially on Highland Springs Avenue will be consistent between the cities of Beaumont and Banning. Drivers will experience consistent LOS when traveling between Banning and Beaumont and across jurisdictions in the County.
2. The amount of right-of-ways required to meet the LOS D is less than the right-of-ways needed for LOS C, thereby reducing the capital improvement and maintenance costs and the need for right-of-way acquisitions.
3. The reduction in the capital improvement costs will result in competitive incentives for developers to develop in the City of Banning.

II. Removal of Highland Home Road Interchange from the City's Circulation Element:

The future interchange at Highland Home Road and I-10 is currently included in the City's General Plan Circulation. The I-10/Highland Home Road interchange is currently not included in the State Transportation Improvement Plan. Furthermore, this interchange is not included or recommended in the 2010 Caltrans study titled the "Pass Area Regional Transportation Needs Assessment Report (PARTNAR)". According to PARTNAR, the I-10/Highland Home Road interchange does not meet the interstate spacing criteria; therefore, it is not included in any long-range freeway planning studies for the various agencies that have jurisdictions in transportation which include County of Riverside, the Southern California Association of Governments, or Caltrans.

In 2008, the City of Banning conducted a feasibility study to determine if the interchange could be built at Highland Home Road and I-10 to alleviate traffic congestion either at Highland Springs Avenue/I-10 or Sunset/I-10 interchanges. The study analyzed various viable built alternatives which all require new right-of-ways. The construction costs (alone) for each of the alternative range from \$60.5 million to \$69 million. These costs do not include preliminary design and engineering, right-of-way acquisition, and construction administration.

III. Road and Bridge Thoroughfare Fees:

Once the City Council adopts the proposed policies and road standards, staff will be developing road and bridge thoroughfare fees to fund improvements. Additionally, the fee will be charged to future development which would help mitigate the traffic impacts.

DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORT (EIR):

Pursuant to the Public Resources Code Section 12000 et seq, a Draft and Final EIR are required to be prepared per the California Environmental Quality Act (CEQA). The purpose of the EIR is to inform decision makers and the general public of any significant adverse environmental impacts associated with the policy change to the items below:

1. Change the citywide policy for the performance and adequacy of roadway or Level-of-Service (LOS) from C to D.
2. Remove Highland Home Road interchange at I-10 from the City's General Plan.

A traffic study was completed as part of the Draft EIR. The traffic study analyzed the various intersections shown in Exhibits "D" and "E" for the changed in the LOS and removal of the Highland Home Road interchange from the General Plan Circulation Element. With regard to the removal of the Highland Home Road interchange, the Draft EIR analyzed not only the removal of the interchange but also alternatives for overcrossing and no road connection at all at the I-10 and Highland Home Road location. As part of the Planning Commission's recommendation, staff is requesting that the General Plan Circulation Element be amended to show that there is no interchange or overcrossing at Highland Home Road and I-10 location due to the costs and impact that the interchange and the overcrossing have on the environment.

Based on the findings in the Draft EIR, the proposed General Plan amendment was determined to have no impacts or less than significant impacts, including the alternative that shows no Highland Home Road connection at the I-10. No mitigation measures or Mitigation Monitoring Program are required. The combined results of the improvements from the change in the LOS from C to D and removal of Highland Home Road is shown in Exhibit "F".

The Draft EIR (Exhibit "G") was prepared and circulated for a 45-day public review from September 21, 2012 to November 5, 2012. Copies of the Draft EIR were made available for public review at the Community Development Department at Banning City Hall, the Banning Public Library, and on the City's website. The City received six (6) comments from the following agencies/organizations:

- Native American Heritage Commission
- State of California Department of Transportation (Caltrans District 8)
- State Clearinghouse

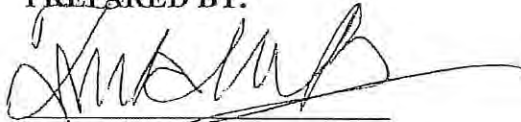
- South Coast Air Quality Management District
- City of Calimesa
- County of Riverside Department of Transportation

Comments from these agencies and organizations were responded to and are attached in Exhibit "I" (Final EIR). An errata sheet addressing the comments is attached in Exhibit "T".

PUBLIC HEARING NOTICE: The Notice of Availability and public hearing notice regarding the Final Environmental Impact Report (FEIR) and Circulation Element amendment was published in the Record Gazette on March 15, 2013. As of the writing of this staff report, City staff has not received any comments from the public.

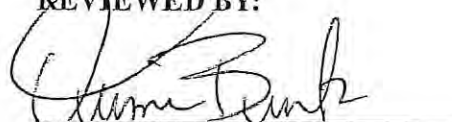
FISCAL DATA: There is no fiscal impact at this time; however the need for future right-of-way acquisitions will be eliminated with this amendment reducing potential expenditures.

PREPARED BY:



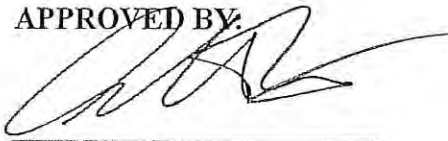
Zai Abu Bakar
Community Development Director

REVIEWED BY:



Duane Burk
Director of Public Works

APPROVED BY:



Andrew J. Takata
City Manager

Attachments:

1. Resolution No. 2013-34
2. Exhibit "A" – Proposed Amendment to the Text, Map, and Diagram of the Circulation Element
3. Exhibit "B" – Redlined text and maps of the existing Circulation Element
4. Exhibit "C" – 2011-2016 Strategic Plan adopted by the City Council
5. Exhibit "D" – Intersection Analyzed for the Change in LOS C to D
6. Exhibit "E" – Intersection Analyzed for the removal of Highland Home Road interchange at I-10
7. Exhibit "F" – Combined results of the improvements from the change in the LOS from C to D and removal of Highland Home Road
8. Exhibit "G" – Draft EIR (submitted under separate cover)
9. Exhibit "H" – Final EIR (submitted under separate cover)
10. Exhibit "T" – Errata sheet responding to comments from SCAQMD
11. Exhibit "J" – Record Gazette Proof of Publication of the Public Hearing Notice & Notice of Availability of the Final EIR



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: January 9, 2017

SUBJECT: Discuss and consider directing staff to prepare Municipal Code amendments to allow, regulate and zone for the indoor commercial cultivation of cannabis and to prepare a ballot measure to impose a municipal tax on such activity

RECOMMENDED ACTION:

Staff recommends that the City Council discuss the recommendations of the ad hoc committee formed to discuss cannabis regulations and provide direction to staff regarding desired Municipal Code amendments to allow, regulate and zone for indoor commercial cannabis cultivation and to prepare a ballot measure to impose a municipal tax on such activity.

COMMITTEE RECOMMENDATION:

At its June 27, 2017 meeting, the City Council appointed an ad hoc committee to consider potential changes to the City's current ordinances related to cannabis. At the December 12, 2017 City Council meeting, the committee provided an oral report indicating that the cannabis ad hoc committee would recommend that commercial cannabis cultivation activities be considered within the City. It was then requested that the topic be agendaized for discussion at the next City Council meeting.

JUSTIFICATION:

This item was requested to be placed on the City Council's January 9, 2017 meeting agenda for discussion.

BACKGROUND:

On December 12, 2016, the City Council adopted Urgency Ordinance No. 1505 adding Chapter 5.34 ("Marijuana Cultivation") to regulate the cultivation of marijuana for personal use by creating a Marijuana Cultivation Permit and amending Section 8.48.330 (Cultivation, Manufacture, or Sale of Drugs), based on findings that the recent legalization of nonmedical marijuana use by persons 21 years of age or older and personal cultivation of marijuana plants had the potential to create an increased risk of nuisance activity, including crime, as well as damage to buildings. The City Council further directed staff to have the Planning Commission review and consider changes to the Zoning Ordinance.

On February 14, 2017, the City Council adopted Ordinance 1506 amending Section 8.48.330 of the Banning Municipal Code, adding Chapter 5.34 to regulate the personal cultivation of marijuana by requiring a Marijuana Cultivation Permit, and repealing Chapter 8.58 (Medical Marijuana Prohibited) to promote consistency with Chapter 5.34. After considering the Planning Commission's recommendations regarding Zoning Ordinance amendments, the City Council adopted Ordinance 1507 amending various sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code) prohibiting commercial marijuana uses (e.g. delivery, dispensing, and cultivation).

AD HOC COMMITTEE REVIEW:

The ad hoc committee has reviewed and discussed state regulations pertaining to cannabis, and has reviewed regulations adopted by other cities allowing certain commercial cannabis uses ranging from cultivation only to a variety of other commercial uses including retailers/dispensaries, manufacturing, distribution, transportation, and testing laboratories.

OPTIONS AND ISSUES:

Both the ad hoc committee and city staff, after reviewing state law and other cities' regulatory programs regarding commercial cannabis cultivation, have identified options for adopting a regulatory approach for indoor commercial cannabis activity in the City. Those options include:

- Adopting a regulatory permit requirement to regulate the operation of indoor commercial cultivation. This permit scheme would address numbers of permits allowed, security, infrastructure improvements, and other operational issues.
- Adopting amendments to the City's Zoning Code to allow indoor commercial cultivation in industrial zones, subject to conditional use permit review and approval and other potential siting limitations and requirements.
- Adopting fees for the processing of applications and to pay the reasonable cost of the city's regulatory program.
- Adopting a tax on commercial cultivation activities so as to generate revenue for the City's General Fund.

Pursuant to Propositions 62, 26 and 218, if the City would like to generate revenue for the City's General Fund that would exceed the City's regulatory program costs, then the City would need to impose a tax on the activity. Propositions 62 and 218 require municipal tax measures to be approved by the voters of the City.

Proposition 218 also provides that an election for a municipal tax measure may only be placed on a ballot of an election at which councilmembers are elected unless the City declares an "emergency," such as a fiscal emergency, by unanimous vote of the Council. In the absence of that declaration, the tax measure would need to go to the voters at the November 2018 regular municipal election or any subsequent regular municipal election date.

If the tax revenue is pledged to be used for general purposes, a tax measure will be approved if 50% plus one of the voters voting in the election vote in favor of the measure. If the tax is pledged to be used for specific purposes, the tax measure will only be approved if two-thirds (66%) plus one of the voters voting in the election vote in favor of the measure. A city council that wants to place a general tax on the ballot must do so with a 2/3rd vote (four out of five) members of the City Council.

If the City Council is inclined to support allowing indoor commercial cultivation of cannabis with a regulatory, zoning and tax program, then the City Council may direct staff to begin working on the required ordinances and related actions so that the entirety of the proposed program can be considered by the City Council in sufficient time to place the tax component of the program on the ballot for the November 2018 election. The Zoning changes will require a public hearing before the Planning Commission and the City Council before those changes can be adopted. Thus, there will be an opportunity for the public and the Planning Commission to provide comments and recommendations on proposed Zoning Code amendments.

If the City Council is not inclined to impose a tax on commercial cultivation activities but wants to allow the activity to occur in the City, then the City Council could direct staff to move forward with adopting a regulatory and zoning scheme and to have that scheme in place sooner than November. However, if the City Council would like to have a tax on the activity, then the City Council may consider delaying the approval or effectiveness of the regulatory and zoning scheme so as to make that scheme contingent upon voter approval of the companion tax measure.

FISCAL IMPACT:

The City's current ordinances related to cannabis regulation do not result in any significant fiscal impact other than the cost to enforce the City's current prohibitions on commercial cannabis activity.

The potential fiscal impacts of changes allowing cultivation and/or other commercial marijuana uses are unknown at this time and will depend on whether the City Council

wants to seek voter approval of a tax or not. Potential positive fiscal impact could be derived from taxing allowed uses depending on the number and size of cultivation operations and the tax rate imposed. Costs associated with processing and regulating allowed uses would be covered by imposition and collection of application and regulatory permit fees that do not exceed the reasonable cost of the City's permitting and regulatory program.

ATTACHMENTS:

1. Adopted Ordinance 1506
2. Adopted Ordinance 1507

Approved by:


for A. DIAZ
Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

Ordinance 1506

ORDINANCE NO. 1506

AN ORDINANCE OF THE CITY OF BANNING AMENDING SECTION 8.48.330 ("CULTIVATION, MANUFACTURE, OR SALES OF DRUGS") TO CONFORM TO STATE LAW; ADDING CHAPTER 5.34 ("MARIJUANA CULTIVATION") TO TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE BANNING MUNICIPAL CODE TO REGULATE THE CULTIVATION OF MARIJUANA FOR PERSONAL USE BY CREATING A MARIJUANA CULTIVATION PERMIT; REPEALING CHAPTER 8.68 ("MEDICAL MARIJUANA PROHIBITED") OF TITLE 8 (HEALTH AND SAFETY) OF THE BANNING MUNICIPAL CODE IN ITS ENTIRETY TO PROMOTE CONSISTENCY WITH PROPOSED CHAPTER 5.34 AND EFFICIENCY OF REGULATION; AND AMENDING THE DEFINITION OF "SMOKING" IN SECTION 8.56.020 TO PROHIBIT MARIJUANA SMOKE IN THOSE PLACES WHERE TOBACCO SMOKE IS PROHIBITED IN THE CITY.

The City Council of the City of Banning does hereby ordain as follows:

Section 1. A new Chapter 5.34, entitled "Marijuana Cultivation" is added to Title 5 (Business Licenses and Regulations) of the Banning Municipal Code to read as follows:

Chapter 5.34

MARIJUANA CULTIVATION

Sections:

5.34.010 – Purpose

5.34.020 – Definitions

5.34.030 – Site Location, Operation, and Development Standards

5.34.040 – Other Applicable Regulations

5.34.050 – Marijuana Cultivation Permit

5.34.060 – Revocation of Marijuana Cultivation Permit

5.34.070 – Appeals

5.34.080 – Prohibited Activities Declared a Public Nuisance

5.34.090 – Enforcement, Violations and Penalties

5.34.010 – Purpose

A. The purpose of this Chapter is to prevent community-wide adverse impacts including, but not limited to, increased criminal activity, fire and chemical hazards, objectionable odors, late night traffic, and the general deterioration of neighborhoods associated with marijuana cultivation.

B. Marijuana cultivation in the City can adversely affect the health, safety and well-being of City residents. Therefore, reasonable regulation of marijuana cultivation is proper and necessary to avoid the concentration of substantial amounts of marijuana in one place and to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation.

5.34.020 – Definitions

For the purposes of this Chapter, the following definition shall apply:

“Childcare Center” shall mean any licensed childcare center, daycare center, childcare home, or any preschool.”

“Church” shall mean any structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

“Commercial Cannabis Activity” shall mean the possession, processing, transporting, obtaining, purchasing or giving away, storing, cultivation, or manufacture of marijuana for compensation or sale. “Commercial Cannabis Activity” shall also mean the

laboratory testing, distribution, delivery, dispensing, mobile dispensing, or mobile delivery of marijuana.

"Community Center" shall mean any facility open to the public at which classes, social activities, recreational activities, educational activities, support and public information are offered for all residents of the community.

"Detached accessory structure" shall mean a building completely detached from a residence that complies with the California Building Code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two-inch by four-inch or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Exterior walls must be constructed with nontransparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

"Enforcement Officer" shall mean the chief of police, building official, code enforcement official, environmental health department director, public health officer, agricultural commissioner, fire chief, clerk of the board of supervisors, or their designees.

"Indoors" shall mean within a fully enclosed and secure building.

"Marijuana" means all parts of the plant *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes *marijuana* infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

"Marijuana Cultivation" or "Marijuana Cultivation Activities" shall mean the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof.

"Marijuana Cultivation Permit" shall mean a permit issued by the City to a person over the age of 21 for the purposes of engaging in marijuana cultivation activities pursuant to this Chapter.

"Marijuana Cultivation Permit Holder" shall mean the applicant named on the application for a Marijuana Cultivation Permit.

"Marijuana Plant" shall mean any mature or immature marijuana plant, or any marijuana seedling.

"Park" shall mean any public playground, public recreation center or area, and other public areas created, established, designed, maintained, provided, or set aside by the county, and city or any other public entity or agency, for the purposes of public rest, play, recreation, enjoyment or assembly, and all buildings and structures located thereon or therein.

"Premises" shall mean a single parcel of property. Where contiguous parcels are under common ownership or control, such contiguous parcels shall be counted as a single "premises" for purposes of this Chapter.

"Primary Caregiver" shall have the same meaning as set forth in Health and Safety Code sections 11362.5 and 11362.7, et seq.

"Qualified Patient" shall have the same meaning as set forth in Health and Safety Code sections 11362.5 and 11362.7, et seq.

"Rear Yard" shall mean the rear open space portion of any premises, whether fenced or unfenced.

"Residential Unit" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation on a premises or legal parcel located within a residential or agricultural-residential zoning district.

"Responsible Party" shall mean: (1) each person committing the violation or causing a condition on a premises located within the jurisdiction of the City which violates this Chapter; (2) each person who has an ownership interest in that premises; or (3) each person who, although not an owner, nevertheless occupies or has a legal right or a legal obligation to exercise possession or control over that premises. In the event a person who commits the violation or causes the violation is a minor, then the minor's parents or legal guardian shall be deemed the responsible party.

"School" shall mean any institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education; excluding home school, vocational or professional institution of higher education, including a community college, junior college, college or university.

5.34.030 – Site Location, Operation, and Development Standards

Non-commercial cultivation of small amounts of marijuana for personal use is only permitted in the Ranch Agriculture (R/A), Ranch Agriculture –Hillside (R/A/H), Rural Residential (RR), Rural Residential – Hillside (RR/H), Very Low Density Residential (VLDR), Low Density Residential (LDR), Medium Density Residential (MDR) and High Density Residential (HDR) zones when all of the following conditions and standards are met:

A. Generally.

1. Marijuana cultivation is permitted only on parcels with residential units where the Marijuana Cultivation Permit Holder resides full-time. Marijuana Cultivation Permit Holders shall not participate in marijuana cultivation in more than one location within the City. Marijuana cultivation activities may only occur within a residential unit, garage or self-contained accessory structure that is secured, locked and fully enclosed.
2. From the public right-of-way, there shall be no exterior evidence of marijuana cultivation.
3. Prior to the commencement of any marijuana cultivation, the party responsible for the marijuana cultivation shall provide the City with adequate proof of a City Marijuana Cultivation Permit.
4. The marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste.
5. Cultivation shall not exceed six (6) marijuana plants of any size per residential unit, and subject to the issuance of Marijuana Cultivation Permit. The maximum number of plants shall be limited regardless of the number of qualified patients or primary caregivers residing on the property.
6. Marijuana cultivation activities shall not be upon any property or parcel containing a childcare center, school or church. Furthermore, the marijuana cultivation activities do not take place within 1,000 feet of any school, childcare center, public park, government building, or church. The 1,000 feet shall be measured from the closest property line of the school, childcare center, public park, government building or church, to the closest property line of the cultivation parcel.
7. Indoor grow lights shall not exceed 1,200 watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the City.
8. Any location used for marijuana cultivation must have a ventilation and filtration system installed that shall prevent marijuana plant odors from exiting the interior of the structure and shall comply with California Building Code section 402.3 (Mechanical Ventilation). The ventilation and filtration system must be approved by the enforcement officer and installed prior to the commencement of marijuana cultivation activities.
9. Marijuana cultivation activities shall not be accessible to persons under 18 years of age.

B. *Marijuana cultivation within residential units, specifically.* In addition to those requirements listed in Subsection A of this section, marijuana cultivation activities within a residential unit shall also comply with the following requirements:

1. The residential unit shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for marijuana cultivation.
2. Any marijuana cultivation activities shall not create humidity, mold, or other nuisance condition.

C. *Marijuana cultivation within detached accessory structures, specifically.* In addition to those requirements listed in Subsection A of this section, marijuana cultivation activities within a detached accessory structure shall also comply with the following requirements:

1. The structure shall be no smaller than 120 square feet in size.
2. The structure shall be located within the rear yard area of any legal parcel or premises.
3. The structure shall maintain a minimum setback of 10-feet from any property line.
4. The structure shall be fully-enclosed and the area surrounding the structure must be enclosed by a solid fence at least six (6) feet in height. The fence must be adequately secure to prevent unauthorized entry. Bushes, hedgerows, plastic sheeting, tarps or cloth material shall not constitute an adequate fence under this subsection.
5. The structure shall maintain adequate mechanical or electronic security systems, approved by the enforcement officer, and shall install such systems prior to the commencement of cultivation.
6. Any accessory structure used for marijuana cultivation must have a valid building permit issued by the City building official. The building official shall consult with the planning director and enforcement officers in consideration of any building permit application seeking a building permit for the construction or alteration of any detached accessory structure to be used for marijuana cultivation.

5.34.040 – Other Applicable Regulations

A. There shall be no variances or deviations permitted to any standards or requirements within this Chapter.

B. Nothing in this Chapter is intended to authorize the cultivation, possession, or use of marijuana in violation of state law.

5.34.050 – Marijuana Cultivation Permit

A. Prior to commencing any marijuana cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where marijuana cultivation is proposed to occur must apply for a Marijuana Cultivation Permit within the City. The following information will be required with the initial Permit application and subsequent Permit extensions:

1. Adequate proof that the permit holder is 21 years of age or older;
2. Notarized signature from the owner of the property consenting to the cultivation of marijuana at the premises on a form acceptable to the City;
3. The name of each person owning, leasing, occupying or having charge of any legal parcel or premises where marijuana will be cultivated;
4. The physical site address of where marijuana will be cultivated;
5. A signed consent form, acceptable to the City, authorizing enforcement officers to conduct an inspection of the detached accessory structure used for marijuana cultivation upon 24 hours' notice;

B. The Permit shall be valid for no more than one (1) year and may be extended in increments of two (2) years.

C. The enforcement officer may, in his or her discretion, deny any application for a Marijuana Cultivation Permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such Permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The enforcement officer shall deny an application for a Marijuana Cultivation Permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this Chapter. The denial of any Permit application or extension shall be subject to appeal by the City Council.

D. The City Council may establish a fee or fees required to be paid upon filing of an application for a Marijuana Cultivation Permit, as provided by this Chapter, which fees shall not exceed the reasonable costs of administering this Chapter.

5.34.060 – Revocation of Marijuana Cultivation Permit

A. Any Marijuana Cultivation Permit granted by the City shall become null and void if the City receives and substantiates two (2) complaints of noxious odors resulting from indoor marijuana cultivation within a twelve (12) month period. These complaints must originate from at least two (2) separate individuals and two (2) separate properties adjoining, or within proximity to, the property engaging in marijuana cultivation.

B. Upon revocation of a Marijuana Cultivation Permit, the Responsible Party, property owner, tenant, or Permittee shall remove all marijuana plants from the premises within 30 days of official notice from any enforcement officer.

5.34.070 – Appeals

Any person aggrieved by the requirements of this Chapter may file an appeal pursuant to the requirements of Chapter 5.04 of the Banning Municipal Code.

5.34.080 – Prohibited Activities Declared a Public Nuisance

A. It is unlawful and a public nuisance for any person owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cause or allow such parcel or premises to be used for the outdoor cultivation of marijuana plants.

B. It is unlawful and a public nuisance for any person to cultivate marijuana inside any residential building or structure without a marijuana cultivation permit issued by the City.

C. It is unlawful and a public nuisance for any person to engage in Commercial Cannabis Activity in any area of the City.

D. It is unlawful and a public nuisance for any person to use gas products, such as CO2, butane, propane, and natural gas, for the cultivation, extraction, or processing of marijuana.

E. It is unlawful and a public nuisance for any person to use generators for marijuana cultivation activities.

F. In addition to the foregoing, any use or condition caused or permitted to exist in violation of any of the provisions of this Chapter shall be and is hereby declared a public nuisance and may be abated by the City or subject to any available legal remedies, including but not limited to, civil injunctions. The prohibitions outlined in this Chapter shall be imposed regardless of the number of qualified patients or primary caregivers residing at the premises or participating directly or indirectly in the cultivation. Further, this prohibition shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.

5.34.090 – Enforcement, Violations and Penalties.

In the discretion of the Enforcement Officer, any person violating the provisions of this Chapter shall be issued an Administrative Citation pursuant to Banning Municipal Code Chapter 1.20. Each such violation shall be deemed a separate offense. This section provides a civil penalty remedy that is in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

Section 2. Section 8.48.330 ("Cultivation, manufacture, or sales of drugs") of Chapter 8.48 (Nuisances), of Title 8 (Health and Safety) of the Banning Municipal Code is hereby amended to read as follows:

8.48.330 - Manufacture or sales of drugs.

Any real or personal property utilized in the manufacture, sales, or storage of any drug which is illegal under any state or federal law is declared a nuisance. This section shall not apply to the manufacture, sale or storage of marijuana permitted under Chapter 5.34 of this Code.

Section 3. Chapter 8.68 (Medical Marijuana Prohibited) of Title 8 (Health and Safety) of the Banning Municipal Code is hereby repealed in its entirety.

Section 4. The definition of the word "smoking" in Section 8.56.020 (Definitions) of Chapter 8.56 (Smoking) of Title 8 (Health and Safety) of the Banning Municipal Code is hereby amended to read as follows:

"Smoking" means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, or any plant product intended for human inhalation.

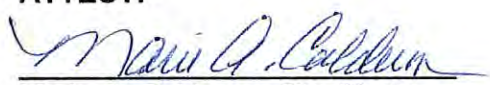
Section 5. Effective Date. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

Section 6. Certification. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.


PASSED, APPROVED and ADOPTED this 14th day of March, 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 Ordinance No. 1506 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 28th day of February, 2017, and was duly adopted at a regular meeting of said City Council on the 14th day of March, 2017, by the following vote, to wit:

AYES: Councilmembers Andrade, Welch, Mayor Moyer

NOES: None

ABSENT: Councilmembers Franklin, Peterson

ABSTAIN: None

A handwritten signature in blue ink, reading "Marie A. Calderon", is written over a horizontal line.

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

ATTACHMENT 2

Ordinance 1507

ORDINANCE NO. 1507

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A CATEGORICAL EXEMPTION AND APPROVING ZONE TEXT AMENDMENT 16-97502 AMENDING THE ZONING ORDINANCE (TITLE 17 ZONING OF THE BANNING MUNICIPAL CODE)

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

WHEREAS, the City of Banning initiated amendments to the Zoning Ordinance, Article 17 of the Municipal Code, to regulate cultivation of marijuana for personal use, and to expressly prohibit deliveries, dispensaries, mobile dispensaries, and the commercial cultivation of marijuana within the City; and

WHEREAS, on January 4, 2017, during a duly advertised public hearing, the Planning Commission adopted Resolution No. 2017-01 recommending that the City Council adopt Ordinance No. 1507 approving the Categorical Exemption and Zone Text Amendment No. 16-97502; and

WHEREAS, on the 10th day of February, 2017, the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Categorical Exemption and Zone Text Amendment would be considered; and

WHEREAS, on the 28th day of February, 2017, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed amendments, and at which time the City Council considered the Categorical Exemption and Zone Text Amendment No. 16-97502; and

WHEREAS, at this public hearing on the 28th day of February, 2017, the City Council considered and heard public comments on the proposed Categorical Exemption and Zone Text Amendment; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 28th day of February, 2017.

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

SECTION 1. ENVIRONMENTAL.

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 16-97502 and has determined that the zone text changes are Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines. Section 15061 states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Multiple Species Habitat Conservation Plan (MSHCP)

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

SECTION 2. REQUIRED FINDINGS

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 16-97502.

Finding No. 1: *Proposed Zone Text Amendment No. 16-97502 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 16-97502 is consistent with the goals and policies of the General Plan. Commercial marijuana activities can adversely affect the health, safety and well-being of City residents. The cultivation and processing of medical cannabis has resulted in damages to buildings containing indoor medical cannabis cultivation facilities; such damages include improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, as well as an increase in the frequency of home-invasion robberies and similar crimes. The City anticipates that the cultivation of non-medical marijuana exposes itself to the same inherent risks. Marijuana cultivation or other concentration of marijuana in any location or premises without

adequate regulations increases the risk that surrounding homes or businesses may be negatively impacted. The Banning Municipal Code (BMC) does not currently expressly and separately prohibit the delivery or mobile dispensing of marijuana within the City. Furthermore, the BMC currently bans personal cultivation of marijuana in contravention to the Control, Regulate, and Tax Adult Use of Marijuana Act. It is in the public interest and there are community benefits resulting from the regulation of marijuana, while still allowing for responsible and lawful access to marijuana in the City.

Finding No. 2: *Proposed Zone Text Amendment No. 16-97502 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 16-97502 is consistent with the purpose and objective of the Zoning Ordinance to ensure orderly development of uses and lands within the city to protect the public health, safety, and welfare. The proposed amendments will protect the public health, safety, and welfare of the residents of the City by reasonably regulating marijuana cultivation so as to avoid the concentration of substantial amounts of marijuana in one place, and to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards.

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

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 16-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 16-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. Adoption of Categorical Exemption. In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15061 the City Council hereby adopts the Categorical Exemption prepared pursuant to CEQA Guidelines Section 15061(b)(3) for Zone Text Amendment No. 16-97502.

2. Approve Zone Text Amendment No. 16-97502 as follows:

Amend Title 17(Zoning) of the Banning Municipal Code as follows:

1. The alphabetized list of definitions provided for in Section 17.04.070 (Definitions) of Chapter 17.04 (Basic Provisions) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to add the following definitions:

"Marijuana" means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

"Marijuana Cultivation" shall mean the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof. Marijuana Cultivation shall not exceed six (6) marijuana plants of any size per Marijuana Cultivation Permit holder. See Chapter 5.34 for provisions.

"Marijuana Dispensary" shall mean any association, cooperative, club, co-op, delivery service, mobile dispensary, dispensary, collective, and any other similar use that manufactures, laboratory tests, labels, distributes, delivers, dispenses, sells or makes marijuana available in the City.

2. Table 17.08.020 of Section 17.08.020 (Permitted, conditional and prohibited uses) of Chapter 17.08 (Residential Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to add the following uses:

Zone	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR	MHP
Residential Uses									
Marijuana Cultivation ⁶	P	P	P	P	P	P	P	P	P
Marijuana Dispensary	X	X	X	X	X	X	X	X	X

⁶ Marijuana Cultivation requires a Marijuana Cultivation License. See Chapter 5.34 for provisions.

3. Table 17.12.020 of Section 17.12.020 (Permitted, conditional and prohibited commercial and industrial uses) of Chapter 17.12 (Commercial and Industrial Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to add the following uses:

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Resource and Open Space Uses								
Marijuana Cultivation	X	X	X	X	X	X	X	X
Marijuana Dispensary	X	X	X	X	X	X	X	X

4. Table 17.16.020 of Section 17.16.020 (Permitted, conditional and prohibited public facilities uses) of Chapter 17.16 (Public Facilities Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to add the following uses:

Zone	PF-A	PF-G	PF-F	PF-S	PF-H
Marijuana Cultivation	X	X	X	X	X
Marijuana Dispensary	X	X	X	X	X

5. Table 17.20.020 of Section 17.20.020 (Permitted, conditional and prohibited open space uses) of Chapter 17.20 (Open Space Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to add the following uses:

Zone	OS-R	OS-PA	OS-PU	OS-H
Marijuana Cultivation	X	X	X	X
Marijuana Dispensary	X	X	X	X

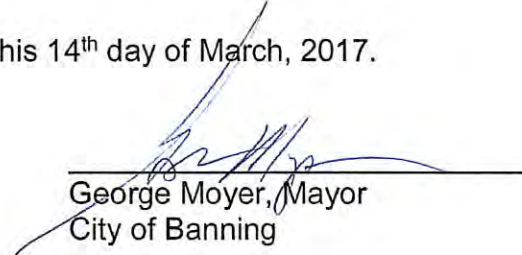
SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.


SECTION 5. PUBLICATION; EFFECTIVE DATE.

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

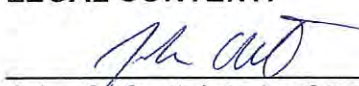
PASSED, APPROVED, AND ADOPTED this 14th day of March, 2017.


George Moyer, Mayor
City of Banning

ATTEST:


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

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


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

CERTIFICATION:


I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1507 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 28th day of February, 2017, and was duly adopted at a regular meeting of said City Council on the 14th day of March, 2017, by the following vote, to wit:

AYES: Councilmembers Andrade, Welch, Mayor Moyer

NOES: None

ABSENT: Councilmembers Franklin, Peterson

ABSTAIN: None


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

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: January 9, 2018

SUBJECT: Discuss and Consider Resolution 2018-12, Approving an Agreement for Landscape Maintenance of City Parks to Service Scape of Alta Loma, CA in the Amount Not to Exceed \$30,270

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2018-12:

1. Approving an Agreement with Service Scape of Alta Loma, California in the amount "not to exceed" \$39,270 for the remainder of Fiscal Year 2017/2018 with the option for annual renewals for up to three (3) additional single year periods. The annual cost per each additional single year period will be \$80,248.00.
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 the Agreement with Service Scape of Alta Loma, California for the remainder of Fiscal Year 2017/2018 with the option for annual renewals for up to three (3) additional single year periods.

BACKGROUND:

The City is in the process of transitioning the Parks Maintenance Division ("Parks") from the Public Works Department to the Community Services Department. Part of the transition process is to reorganize the Streets Maintenance Division ("Streets") and Parks which includes transferring City staff from Parks to Streets. In order to continue maintaining the City's parks in a cost effective and efficient manner, staff determined that the City would benefit from hiring a landscape maintenance contractor to complete

routine landscape maintenance tasks such as mowing, trimming and edging. This idea was discussed with and supported by the Budget and Finance Committee.

Subsequently, on October 13, 2017 staff solicited proposals through Planet Bids from qualified companies to provide landscape maintenance services for City owned parks. The Invitation to Bid (IFB) went to 250 external vendors and 10 City of Banning vendors.

The scope of work includes lawn mowing, seeding, aeration, edging, fertilization, weed and pest control, maintenance of planter beds, trimming and tree care for all locations identified in the IFB attached as Attachment 2 and listed below:

- Lions Park
- Sylvan Park
- Repplier Park
- Dysart Park
- Roosevelt Williams Park

In response to the IFB, the City received five (5) proposals from the following companies:

<u>Companies</u>	<u>BID (per year)</u>
1. Service Scape	\$70,248
2. Artistic Maintenance, Inc.	\$91,200
3. Nissho of California	\$122,940
4. Patriot Development, Inc.	\$139,476
5. DW Landscape, Inc.	\$222,309

As a result, staff recommends the award of an agreement to Service Scape of Alta Loma, California in an amount "not to exceed" the total amount of \$39,270 for the remainder of Fiscal Year 2017/2018 (5 month period) with the option to renew for an additional three single years upon satisfactory annual review of provided services and subject to the consideration of a consumer price index increase. The "not to exceed" contract amount includes an allowance of \$10,000 for expenses related to miscellaneous irrigation repairs and/or plant replacement as needed.

JUSTIFICATION:

The award of an agreement to Service Scape supports the transition of Parks to the Community Services Department.

Service Scape is considered the lowest responsive and responsible bidder.

FISCAL IMPACT:

The needed funding for the landscape maintenance agreement is not included in the current budget, therefore an appropriation from the General Fund to Account No. 001-3600-461.30-01 (Repair/Maintenance-Grounds/Fields) in the amount of \$39,270 is required.

ALTERNATIVE:

1. Reject Resolution 2018-12. Rejection of Resolution 2018-12 will require further staff discussion regarding an appropriate transition plan for the Parks Maintenance Division.

ATTACHMENTS:

1. Resolution 2018-12
2. Invitation for Bid and Bid Results
3. Contract Services Agreement

Approved by:



Rochelle Clayton
Deputy City Manager

For A. DIAZ

ATTACHMENT 1

(Resolution 2018-12)

RESOLUTION 2018-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT FOR THE LANDSCAPE MAINTENANCE OF CITY PARKS TO SERVICE SCAPE OF ALTA LOMA, CALIFORNIA IN THE AMOUNT NOT TO EXCEED \$30,270

WHEREAS, the City is in the process of transitioning the Parks Maintenance Division ("Parks") from the Public Works Department to the Community Services Department and in the process has identified the need to hire a landscape maintenance contractor to complete routine landscape maintenance tasks such as mowing, trimming and edging; and

WHEREAS, on October 13, 2017 staff solicited proposals through Planet Bids from qualified companies to provide landscape maintenance services for City owned parks including Lions Park, Sylvan Park, Repplier Park, Dysart Park and Roosevelt Williams Park; and

WHEREAS, the City received five (5) proposals and determined that Service Scape of Alta Loma, California is the lowest responsive and responsible bidder; and

WHEREAS, staff recommends the award of the agreement to Service Scape in the amount "not to exceed" \$30,270, which includes an allowance of \$10,000 for expenses related to miscellaneous irrigation repairs and/or plant replacement as needed; and

WHEREAS, an appropriation in the amount of \$30,270 to Account No. 001-3600-461.30-01 (Repair/Maintenance-Grounds/Fields) from the General Fund is required to fund the Agreement.

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

SECTION 1. The City Council adopts Resolution 2018-12 approving an Agreement with Service Scape of Alta Loma, California in an amount "not to exceed" \$30,270 for the remainder of Fiscal Year 2017/2018 with the option for annual renewals for up to three (3) additional single year periods at \$80,248 each single year period.

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

SECTION 3. The Interim City Manager or his designee are authorized to execute the Agreement with Service Scape of Alta Loma, California for the remainder of Fiscal Year 2017/2018 with the option for annual renewals for up to three (3) additional single year periods.

PASSED, APPROVED AND ADOPTED this 9th day of January, 2018.

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 2018-12, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

(Invitation for Bid and Bid Results)

Bid Detail**Bid Information**

Project Title Landscape Maintenance Services for City Parks
Invitation No. 17-096
Bid Posting Date October 13, 2017 6:57 AM (Pacific)
Project Stage Closed
Bid Due Date November 1, 2017 10:00 AM (Pacific)
Response Format Electronic only
Link to Project on Public Site <https://www.planetbids.com/portal/portal.cfm?CompanyID=33077&BidID=41939>
Reference ID C00349
Project Type Bid
Response Types Line Item, Response File, General Attachments
Type of Award Lump Sum
Categories 960052 - GROUNDS & PARK SERVICES: LANDSCAPING SERVICE
License Requirements Class C-27
Department PW - Parks Maintenance Division
Address 99 E. Ramsey St., Banning, California
County Riverside
Bid Valid
Liquidated Damages
Target Bid Amount \$0.00
Estimated Bid Value
Start/Delivery Date Based upon PO/Contract approval
Project Duration Remainder of FY18 with the option to renew for 4 additional 1 year terms
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

Pre-Bid Meeting Information

Pre-Bid Meeting Yes - Not Mandatory
Pre-Bid Meeting Date October 19, 2017 10:30 AM (Pacific)
Pre-Bid Meeting Loc 99 E. Ramsey St., Banning, CA 92220

Online Q&A

Online Q&A Yes
Q&A Cutoff Date October 25, 2017 3:00 PM (Pacific)

Contact Information

Contact Info Jennifer McCoy - 951-922-3121
jmccoy@ci.banning.ca.us
Bids to
Owner's Agent

Bid Detail**Description**

Scope of Services The project consists of specified landscape maintenance services to be provided by the Contractor including all labor, equipment, tools, materials, services and skills required to maintain the following City of Banning Parks:

- 1.) Lions Park located on the corner of Hargrave and Charles Streets (9.1 Acres)
- 2.) Sylvan Park located at the corner of Nicolet Street and Sylvan Avenue (7.8 Acres)
- 3.) Repplier Park located at the corner of San Geronio Avenue and George Street (14.4 Acres)
- 4.) Roosevelt Williams Park located at the corner of Wilson and Blanchard Streets (5.5 Acres)
- 5.) Dysart Park located at the corner of 22nd Street and Victory Avenue (20.3 Acres)

Other Details Attachments:

1. Notice to Bidders
2. Bid Specifications (Must be submitted online with your eBid)
3. Prevailing Wage Determination

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****Downloadable Files**

File Title	File Name	File Size	On Server	Uploaded Date	Visible
IFB 17-096 - Notice to Bidders	IFB 17-096 - Legal Notice.pdf	82.8 kb	On Server	10/11/2017	Yes
IFB 17-096 Bid Specifications	IFB 17-096 Bid Specifications.pdf	11.5 mb	On Server	10/11/2017	No
Prevailing Wage Determination	Prevailing Wage Determination SC-LML-2017-1.pdf	20.8 kb	On Server	10/11/2017	No
IFB 17-096 Pre-Bid Sign In Sheet	IFB 17-096 Pre-Bid Sign In Sheet.pdf	368.8 kb	On Server	10/19/2017	No
Download File Fee \$0.00					

Hard Copy Plans

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

Type	Item Code	UOM	Qty	Ref	MFR	Model#	Brand Req	Brand	Delivery Loc
	Service Location								
1	Lions Park								
	Task #1	Monthly	12						
2	Sylvan Park								
	Task #2	Monthly	12						
3	Repplier Park								
	Task #3	Monthly	12						
4	Roosevelt Williams Park								
	Task #4	Monthly	12						
5	Dysart Park								
	Task #5	Monthly	12						
	Other Optional Recommended Tasks								
6	Other Optional Recommended Tasks								
	Optional	Total	1						

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Vendor Notifications

250 external vendors notified through BidBroadcast

10 City of Banning vendors notified

Notified Vendors on October 13, 2017

Using Criteria Category:

960052 - GROUNDS & PARK SERVICES: LANDSCAPING SERVICE

Artistic Maintenance, Inc. (539812)
23676 Birtcher Drive
Lake Forest, CA 92630
United States

Contact: Marlene Arredondo
Phone: 949-581-9817
Fax:
Email:
marredondo@artisticmaintenance.com

CABE

Kimley-Horn and Associates, Inc.
(527446)
555 Capitol Mall
Suite 300
Sacramento, CA 95814
United States

Contact: Emma Sorto
Phone: 916-858-5800
Fax:
Email: ca.marketing@kimely-horn.com

Lawnscape Systems (527460)
5215 State St
Montclair, CA 91763
United States

Contact: Carl Clifton
Phone: 909-627-2000
Fax:
Email: carl@lawnscape.com

Marina Landscape Inc (529441)
3707 W. Garden Grove Blvd.
Orange, CA 92868
United States

Contact: John Gutierrez
Phone: 714-939-6600
Fax:
Email: estimator@marinaco.com

CADIR

Marina Landscape Maintenance (527417)
1900 S. Lewis St
Anaheim, CA 92805
United States

Contact: Nancy Arredondo
Phone: 714-620-7291
Fax:
Email: narredondo@marinaco.com

MCE Corporation (527373)
6515 Trinity Ct
Dublin, CA 94568
United States

Contact: Jeff Core
Phone: 925-803-4111
Fax:
Email: jcore@mce-corp.com

Regency-Pacific Development Corporation (527321)
1440 Beaumont Ave
STE A2-300
Beaumont, CA 92223
United States

Contact: Leo Kramer
Phone: 951-797-6559
Fax:
Email: bid@regencypacific.com

SJD&B, Inc. (551714)
10970 Arrow Route
Rancho Cucamonga, CA 91730
United States

Contact: Karam Chi
Phone: 909-481-0001
Fax: 909-481-0005
Email: karam.c@sjdandb.com

DGS,DBE,MBE,CADIR

Soholt & Company Landscape, Inc
(529410)
PO Box 2449
Riverside, CA 92516
United States

Contact: Eric Soholt
Phone: 951-276-1254
Fax: 951-276-0864
Email: office@soholt.com

V2C Group, Inc. (527276)
3410 La Sierra Avenue
Riverside, CA 92503
United States

Contact: Anthony Mendoza
Phone: 951-784-9602
Fax:
Email: visions_v2c@yahoo.com

Notified Vendors on October 19, 2017

Using Criteria Category:

960052 - GROUNDS & PARK SERVICES: LANDSCAPING SERVICE

Notified Vendors on October 19, 2017

Using Criteria Category:

960052 - GROUNDS & PARK SERVICES: LANDSCAPING SERVICE

Notified Vendors on October 25, 2017

Using Criteria Category:

Vendor Notifications

Using Criteria Category:

960052 - GROUNDS & PARK SERVICES: LANDSCAPING SERVICE

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Prospective Bidders

18 Prospective Bidders

Vendor	Contact	Vendor Type	Pre-Bid	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			Non-Bidder, receive communicati ons
Service Scape 9716 Cottonwood Way Alta Loma, CA 91737 United States	Contact: Randy Zbinden Phone: 909-702-1045 Fax: 909-887-3022 Email: service_scape@verizon.net		yes	Bidder
DW Landscape Inc 1042 N. Mountain Ave B175 Upland, CA 91784 United States	Contact: Danny Whaley Phone: 855-300-3388 Fax: Email: danny@dwscapes.com	WBE		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@constructionbidsources.com			Non-Bidder, no communicati ons
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			Bidder
Mariposa Landscapes Inc 6232 Santos Diaz St. Irwindale, CA 91702 United States	Contact: Robert Austin Phone: 626-960-0196 ext. 2733 Fax: 626-960-8477 Email: robert@mariposa-ca.com	MBE,CADIR	yes	Bidder
Nissho of California 1902 S Santa Fe Avenue Vista, CA 92083 United States	Contact: Letty Finlan Phone: 760-727-9719 ext. 153 Fax: Email: lfinlan@nisshoca.com		yes	Bidder
The Blue Book 800 E. Main Street Jefferson Valley, NY 10535 United States	Contact: Chris Goldie Phone: 800-431-2584 ext. 3369 Fax: Email: cgoldie@mail.thebluebook.com			Non-Bidder, no communicati ons
bid america 41085 Elm Street Murrieta, CA 92562 United States	Contact: Abdul Phone: 951-677-4819 Fax: Email: planroom@bidamerica.com			Bidder
Patriot Development Inc PO Box 758 Perris, CA 92572 United States	Contact: Francisco Palacios Phone: 951-943-1380 Fax: Email: estimates@patriotdevelopment.com		yes	Bidder
CalBX 2440 Stanwell Drive Concord, CA 94520 United States	Contact: Brian Tyson Phone: 303-997-5501 Fax: Email: brian@calbx.com			Non-Bidder, receive communicati ons
Park West Lndscape Maintenance, Inc. 22421 Gilberto Suite A Rancho Santa Margarita, CA 92688 United States	Contact: Brian Henry Phone: 951-493-2860 Fax: 951-493-2861 Email: bhenry@parkwestinc.com	CADIR		Bidder
Conserve LandCare 72265 Manufacturing Rd. Thousand Palms, CA 92276 United States	Contact: Kevin Rocker Phone: 760-343-1433 ext. 236 Fax: Email: krocker@conservelandcare.com		yes	Bidder
Lawnscapes Systems 5215 State St Montclair, CA 91763 United States	Contact: Carl Clifton Phone: 909-627-2000 Fax: Email: carl@lawnscapes.com			Bidder
Artistic Maintenance, Inc. 23676 Birtcher Drive Lake Forest, CA 92630 United States	Contact: Marlene Arredondo Phone: 949-581-9817 Fax: Email: marredondo@artisticmaintenance.com	CABE	yes	Bidder

Prospective Bidders

Onvia, Inc.
509 Olive Way
Seattle, WA 98101
United States

Contact: Source Management
Phone: 206-373-9500
Fax:
Email: sourcemanagement2@onvia.com

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

Bidder

Z & T Venture, Inc.
9716 Cottonwood Way
Alta Loma, CA 91737
United States

Contact: Randy Zbinden
Phone: 909-702-1045
Fax: 909-887-3022
Email: service_scape@verison.net

Bidder

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
	10/19/2017 12:46 PM (Pacific)	Is Weed Abatement at Dysart Park part of the maintenance services request?	Yes	10/19/2017 3:07 PM (Pacific)	1.1
	10/19/2017 12:46 PM (Pacific)	Is the vendor responsible to irrigation equipment repairs/fixes? (Where does the liability fall?)	Refer to Scope of Work, Section 6.	10/19/2017 3:07 PM (Pacific)	1.2
	10/19/2017 12:46 PM (Pacific)	Is Roosevelt Williams included in the bid? When are the improvements scheduled to be complete?	Yes. Improvements are tentatively scheduled to be completed in February of 2018.	10/19/2017 3:07 PM (Pacific)	1.3
	10/19/2017 12:46 PM (Pacific)	Is Portering included in the bid request?	No.	10/19/2017 3:07 PM (Pacific)	1.4
Patriot Development Inc	10/17/2017 3:11 PM (Pacific)	What is the current monthly cost per month for each park?	Currently maintained by City Staff.	10/25/2017 3:49 PM (Pacific)	2.1
Patriot Development Inc	10/17/2017 3:11 PM (Pacific)	Who is the current contractor and what was the duration of their contract?	Currently maintained by City Staff.	10/25/2017 3:49 PM (Pacific)	2.2
DW Landscape Inc	10/20/2017 12:32 PM (Pacific)	who is the current contractor for this work? Is there an engineers estimate or an approved budget amount for this work?	Currently maintained by City Staff. There is not an Engineer's Estimate. Budget will be approved with the award of the maintenance contract.	10/25/2017 3:49 PM (Pacific)	2.3

Addenda

Bid Results

5 Bid Results

Bidder Details

Vendor Name Patriot Development Inc
Address PO Box 758
 Perris, CA 92572
 United States
Respondee Debbie Green
Respondee Title Manager
Phone 951-943-1380 Ext. 701
Email debbie@patriotdevelopment.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted November 1, 2017 9:41:27 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 122439
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Vendor Information Sheet	Banning Bid Vendor Information Sheet.PDF	Response File
Bid Docs	Complete Bid Documents.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Discount Terms no discount						
	Service Location						
1	Lions Park						
	Task #1	Monthly	12	\$1,852.0000	\$22,224.0000	\$22,224.0000	
2	Sylvan Park						
	Task #2	Monthly	12	\$1,588.0000	\$19,056.0000	\$19,056.0000	
3	Replier Park						
	Task #3	Monthly	12	\$2,931.0000	\$35,172.0000	\$35,172.0000	
4	Roosevelt Williams Park						
	Task #4	Monthly	12	\$1,120.0000	\$13,440.0000	\$13,440.0000	
5	Dysart Park						
	Task #5	Monthly	12	\$4,132.0000	\$49,584.0000	\$49,584.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
				Subtotal	\$139,476.0000	\$139,476.0000	
	Other Optional Recommended Tasks						
6	Other Optional Recommended Tasks						
	Optional	Total	1	no bid			
				Subtotal	0	0	
				Total	\$139,476.0000	\$139,476.0000	

Bid Results**Bidder Details**

Vendor Name Artistic Maintenance, Inc.
Address 23676 Birtcher Drive
 Lake Forest, CA 92630
 United States

Respondee Marlene Arredondo
Respondee Title VP of Sales and Marketing
Phone 949-581-9817 Ext.
Email marredondo@artisticmaintenance.com
Vendor Type CAGE

Bid Detail

Bid Format Electronic
Submitted October 31, 2017 1:07:31 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 122224
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Bid Sheets - Artistic Maint	Artistic Maint Bid - City Parks.pdf	Response File

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Discount Terms no discount						
	Service Location						
1	Lions Park						
	Task #1	Monthly	12	\$1,400.0000	\$16,800.0000	\$16,800.0000	
2	Sylvan Park						
	Task #2	Monthly	12	\$1,650.0000	\$19,800.0000	\$19,800.0000	
3	Replier Park						
	Task #3	Monthly	12	\$1,850.0000	\$22,200.0000	\$22,200.0000	
4	Roosevelt Williams Park						
	Task #4	Monthly	12	\$1,500.0000	\$18,000.0000	\$18,000.0000	
5	Dysart Park						
	Task #5	Monthly	12	\$1,200.0000	\$14,400.0000	\$14,400.0000	
				Subtotal	\$91,200.0000	\$91,200.0000	
	Other Optional Recommended Tasks						

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Other Optional Recommended Tasks						
	Optional	Total	1	\$12,000.0000	\$12,000.0000	\$12,000.0000	Misc Services & Repairs - as needed
				Subtotal	\$12,000.0000	\$12,000.0000	
				Total	\$103,200.0000	\$103,200.0000	

Bid Results**Bidder Details**

Vendor Name Nissho of California
Address 1902 S Santa Fe Avenue
 Vista, CA 92083
 United States

Responsee Tom Baird
Responsee Title Vice President
Phone 760-295-7944 Ext.
Email lbaird@nisshoca.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted November 1, 2017 9:09:38 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 122253
Ranking 0

Responsee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
City of Banning Response File Invitation for Bid 17-096	City of Banning Response File.pdf	Response File
City of Banning Invitation For Bid 17-096	City of Banning Invitation For Bid 17-096.pdf	General Attachment

Line Items

Discount Terms no discount							
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Service Location						
1	Lions Park						
	Task #1	Monthly	12	\$1,974.0000	\$23,688.0000	\$23,688.0000	
2	Sylvan Park						
	Task #2	Monthly	12	\$2,019.0000	\$24,228.0000	\$24,228.0000	
3	Replier Park						
	Task #3	Monthly	12	\$3,430.0000	\$41,160.0000	\$41,160.0000	
4	Roosevelt Williams Park						
	Task #4	Monthly	12	\$1,804.0000	\$21,648.0000	\$21,648.0000	
5	Dysart Park						
	Task #5	Monthly	12	\$1,018.0000	\$12,216.0000	\$12,216.0000	
				Subtotal	\$122,940.0000	\$122,940.0000	
	Other Optional Recommended Tasks						

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Other Optional Recommended Tasks						
	Optional	Total	1	no bid			
				Subtotal	0	0	
				Total	\$122,940.0000	\$122,940.0000	

Bid Results**Bidder Details**

Vendor Name Service Scape
Address 9716 Cottonwood Way
 Alta Loma, CA 91737
 United States

Respondee Randy Zbinden
Respondee Title President
Phone 909-702-1045 Ext.
Email service_scape@verizon.net
Vendor Type

Bid Detail

Bid Format Electronic
Submitted October 31, 2017 9:41:12 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 122315
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Bid	Bid for Banning.pdf	Response File

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
	Service Location						
1	Lions Park						
	Task #1	Monthly	12	\$1,404.0000	\$16,848.0000	\$16,848.0000	
2	Sylvan Park						
	Task #2	Monthly	12	\$1,200.0000	\$14,400.0000	\$14,400.0000	
3	Repplier Park						
	Task #3	Monthly	12	\$1,400.0000	\$16,800.0000	\$16,800.0000	
4	Roosevelt Williams Park						
	Task #4	Monthly	12	\$1,200.0000	\$14,400.0000	\$14,400.0000	
5	Dysart Park						
	Task #5	Monthly	12	\$650.0000	\$7,800.0000	\$7,800.0000	
				Subtotal	\$70,248.0000	\$70,248.0000	
Other Optional Recommended Tasks							

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Other Optional Recommended Tasks						
	Optional	Total	1	0	0	0	
				Subtotal	0	0	
				Total	\$70,248.0000	\$70,248.0000	

Bid Results**Bidder Details**

Vendor Name DW Landscape Inc
Address 1042 N. Mountain Ave B175
 Upland, CA 91784
 United States

Respondee Danny Whaley
Respondee Title President
Phone 909-285-5070 Ext.
Email danny@dwscapes.com
Vendor Type WBE

Bid Detail

Bid Format Electronic
Submitted October 30, 2017 7:43:46 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 120422
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
DW Landscape Attachments	DW Landscape Banning.pdf	Response File

Line Items

Discount Terms 2% net 30							
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Service Location						
1	Lions Park						
	Task #1	Monthly	12	\$2,621.8000	\$31,461.6000	\$30,832.3680	
2	Sylvan Park						
	Task #2	Monthly	12	\$1,904.4000	\$22,852.8000	\$22,395.7440	
3	Replier Park						
	Task #3	Monthly	12	\$4,231.2000	\$50,774.4000	\$49,758.9120	
4	Roosevelt Williams Park						
	Task #4	Monthly	12	\$1,589.0000	\$19,068.0000	\$18,686.6400	
5	Dysart Park						
	Task #5	Monthly	12	\$8,179.4000	\$98,152.8000	\$96,189.7440	
				Subtotal	\$222,309.6000	\$217,863.4080	
Other Optional Recommended Tasks							

Landscape Maintenance Services for City Parks (17-096), bidding on November 1, 2017 10:00 AM (Pacific)

Printed 11/02/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Other Optional Recommended Tasks						
	Optional	Total	1	\$28.5000	\$28.5000	\$27.9300	Labor hourly rate
				Subtotal	\$28.5000	\$27.9300	
				Total	\$222,338.1000	\$217,891.3380	

Project Evaluation

Evaluators

No Evaluators

Meetings

No Meetings

Project Evaluation

Evaluator Forms

No Evaluator Forms

Evaluator Attachments

No Evaluator Attachments

Project Evaluation

Technical Qualifications

No Technical Qualifications

Project Evaluation

Project Evaluation Notes

No Evaluator Attachments

Project Evaluation

Project Evaluation Email

No Project Evaluation Email

Email History**Email - Bid Edit Notice****Date Sent** 10/19/2017

To AGC San Diego Chapter (planroom@agcsd.org), Lawnscape Systems (carl@lawnscape.com), Artistic Maintenance, Inc. (marredondo@artisticmaintenance.com), North American Procurement Council (lyra@napc.me), Mariposa Landscapes Inc (robert@mariposa-ca.com), Nissho of California (lfinlan@nisshoca.com), bid america (planroom@bidamerica.com), Patriot Development Inc (estimates@patriotdevelopment.com), CalBX (brian@calbx.com), Park West Lndscape Maintenance, Inc. (bhenry@parkwestinc.com), Conserve LandCare (krocker@conservelandcare.com), Service Scape (service_scape@verizon.net)

Subject Notice of Bid Update for Landscape Maintenance Services for City Parks (17-096)

Message This is a notification pertaining to **Landscape Maintenance Services for City Parks (17-096)**, with a bid due date of November 1, 2017 10:00 AM (Pacific). A change has been made to the bid. The pre-bid meeting for the City of Banning IFB #17-096 has been posted.

Attachments

File Title	File Name	Status
IFB 17-096 Pre-Bid Sign In Sheet	IFB 17-096 Pre-Bid Sign In Sheet.pdf	On Server

Email - Q&A Notice**Date Sent** 10/19/2017

To Lawnscape Systems (carl@lawnscape.com), Artistic Maintenance, Inc. (marredondo@artisticmaintenance.com), North American Procurement Council (lyra@napc.me), Mariposa Landscapes Inc (robert@mariposa-ca.com), Nissho of California (lfinlan@nisshoca.com), bid america (planroom@bidamerica.com), Patriot Development Inc (estimates@patriotdevelopment.com), CalBX (brian@calbx.com), Park West Lndscape Maintenance, Inc. (bhenry@parkwestinc.com), Conserve LandCare (krocker@conservelandcare.com), AGC San Diego Chapter (planroom@agcsd.org), Service Scape (service_scape@verizon.net)

Subject Q and A Set 1

Message Q & A Set 1

Attachments

No Attachments

Email - Q&A Notice**Date Sent** 10/25/2017

To Lawnscape Systems (carl@lawnscape.com), Artistic Maintenance, Inc. (marredondo@artisticmaintenance.com), Onvia, Inc. (sourcemanagement2@onvia.com), CONSTRUCTION BIDBOARD (PLANROOM@EBIDBOARD.COM), Z & T Venture, Inc. (service_scape@verizon.net), North American Procurement Council (lyra@napc.me), Mariposa Landscapes Inc (robert@mariposa-ca.com), Nissho of California (lfinlan@nisshoca.com), bid america (planroom@bidamerica.com), Patriot Development Inc (estimates@patriotdevelopment.com), CalBX (brian@calbx.com), Park West Lndscape Maintenance, Inc. (bhenry@parkwestinc.com), Conserve LandCare (krocker@conservelandcare.com), AGC San Diego Chapter (planroom@agcsd.org), Service Scape (service_scape@verizon.net), DW Landscape Inc (danny@dwscapes.com)

Subject Q and A Set 2

Message Q & A Set 2

Attachments

No Attachments

Bid Results for Landscape Maintenance Services for City Parks (17-096)

Issued on 10/13/2017

Bid Due on November 1, 2017 10:00 AM (Pacific)

Exported on 11/02/2017

Line Totals (Unit Price * Quantity)		Section		Item Code		Description		Unit of Measure		Quantity		Service Scope		Artistic Maintenance, Inc.		Nissho of California		Patriot Development Inc		DW Landscape Inc	
Item Num																					
1	Service Location			Task #1		Lions Park		Monthly		12		\$16,848.00		\$16,800.00		\$23,688.00		\$22,224.00		\$31,461.60	
2	Service Location			Task #2		Sylvan Park		Monthly		12		\$14,400.00		\$19,800.00		\$24,228.00		\$19,056.00		\$22,852.80	
3	Service Location			Task #3		Reppier Park		Monthly		12		\$16,800.00		\$22,200.00		\$41,160.00		\$35,172.00		\$50,774.40	
4	Service Location			Task #4		Roosevelt Williams Park		Monthly		12		\$14,400.00		\$18,000.00		\$21,648.00		\$13,440.00		\$19,068.00	
5	Service Location			Task #5		Dysart Park		Monthly		12		\$7,800.00		\$14,400.00		\$12,216.00		\$49,584.00		\$98,152.80	
										Subtotal		\$70,248.00		\$91,200.00		\$122,940.00		\$139,476.00		\$222,309.60	
6	Other Optional Recommended Tasks			Optional		Other Optional Recommended Tasks		Total		1		\$0.00		\$12,000.00		no bid		no bid		\$28.50	
										Subtotal		\$0.00		\$12,000.00		\$0.00		\$0.00		\$28.50	
										Total		\$70,248.00		\$103,200.00		\$122,940.00		\$139,476.00		\$222,338.10	
Unit Price		Section		Item Code		Description		Unit of Measure		Quantity		Service Scope		Artistic Maintenance, Inc.		Nissho of California		Patriot Development Inc		DW Landscape Inc	
Item Num																					
1	Service Location			Task #1		Lions Park		Monthly		12		\$1,404.00		\$1,400.00		\$1,974.00		\$1,852.00		\$2,621.80	
2	Service Location			Task #2		Sylvan Park		Monthly		12		\$1,200.00		\$1,650.00		\$2,019.00		\$1,588.00		\$1,904.40	
3	Service Location			Task #3		Reppier Park		Monthly		12		\$1,400.00		\$1,850.00		\$3,430.00		\$2,931.00		\$4,231.20	
4	Service Location			Task #4		Roosevelt Williams Park		Monthly		12		\$1,200.00		\$1,500.00		\$1,804.00		\$1,120.00		\$1,589.00	
5	Service Location			Task #5		Dysart Park		Monthly		12		\$650.00		\$1,200.00		\$1,018.00		\$4,132.00		\$8,179.40	
6	Other Optional Recommended Tasks			Optional		Other Optional Recommended Tasks		Total		1		\$0.00		\$12,000.00		no bid		no bid		\$28.50	



CITY OF BANNING CALIFORNIA
INVITATION FOR BID #17-096
LANDSCAPE MAINTENANCE SERVICES FOR
CITY PARKS

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Friday, October 13, 2017
IFB number	17-096
Deadline for delivery of bid	Wednesday, November 1, 2017 by 10:00 a.m.

Contact person(s)	
For bid document questions	Jennifer McCoy, Purchasing Manager (951) 922-3121

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

Vendor Information (vendor to complete and upload online)	
Company name:	SERVICE-SCAPE
Street address:	9716 COTTONWOOD WAY
City and Zip:	ALTA LOMA, CA 91737
Phone number/Fax number:	909 702-1045 909 887-3022

Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager
 Address: 99 E. Ramsey St., Banning, CA 92220
 Telephone: (951) 922-3121
 Email: jmccoy@ci.banning.ca.us

service_scape@verizon.net

PRICING RATE SCHEDULE FORM

BID PRICE LIST

Submit pricing through the City of Banning, eBid system through the PlanetBids Vendor Portal.

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

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

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

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

MONTHLY

	Employee	Hourly Rate	Hours worked	Total Cost
#1	ENRIQUE CEIZANTES	\$ 37. ⁰⁰	65	\$ 2405. ⁰⁰
#2	JOSE CAIZILLO	\$ 28. ⁰⁰	65	\$ 1820. ⁰⁰
#3	RUBEN LOPEZ	\$ 28. ⁰⁰	36	\$ 1008. ⁰⁰
#4	RAUL ROJAS	\$ 37. ⁰⁰	9	\$ 333. ⁰⁰
#5	REYNALDO TORRES	\$ 37. ⁰⁰	9	\$ 288. ⁰⁰
		\$		\$

- #1 JOHN DEERE 11' BAT WING MOWER (OPERATOR)
- #2 EXTRACT 72" MOWER (OPERATOR)
- #3 SMALL EQUIPMENT (OPERATOR)
- #4 IRRIGATION TECHNICIAN
- #5 SPRAY TECHNICIAN

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 15

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.

CURRENTLY UNDER CONTRACT

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1 02 TO 03 CURRENTLY UNDER CONTRACT	LANDSCAPE MAINTENANCE	182,000. ⁰⁰ A YEAR	COUNTY OF SAN BERNARDINO	KEITH EVANS 909 208-8852
2 04 TO 05 CURRENTLY UNDER CONTRACT	"	216,000. ⁰⁰ A YEAR	CITY OF SAN BERNARDINO	JIM GONDOS 951 377-0173
3 02 TO 03 CURRENTLY UNDER CONTRACT	"	126,000. ⁰⁰ A YEAR	LOMA LINDA UNIVERSITY MEDICAL CENTER	GERHARDT STUDEL 909 435-5404
4 09 TO 14	"	120,000. ⁰⁰ A YEAR	ARROWHEAD REGIONAL MEDICAL CENTER	KEITH EVANS 909 208-8852
5				
6				
7				

State of California Contractor's License No.: C-27 858864

Contractor's License Expiration Date: 5-31-2019


NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

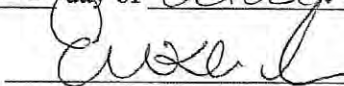
COUNTY OF San Bernardino, being first duly sworn, the party making the

(Name of Bidder) R. Zbinden

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

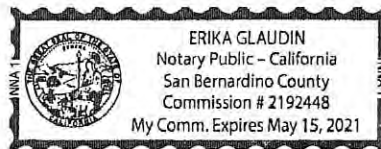

(Signature)
R. ZBINDEN
(Typed Name)

SUBSCRIBED BEFORE ME on this 30 day of OCTOBER, 2017.


Notary Public

My commission Expires:

5/15/2021



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.

SERVICE - SCAPE

R. ZBINDEN

Name

[Signature]

Signature

PRESIDENT

Title

10-27-17

Date

858864

Contractor's License No.

26-3172034

Federal ID No. (If applicable)

9716 COTTONWOOD WAY

Address

ALTA LOMA, CA. 91737

City, State, Zip

951 545-1125

Telephone

C-27

Type of License

5-31-19

Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST



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:

SEIZYICE-SCOPE
Firm Name

D. J. [Signature]
By

PRESIDENT
Title

TO THE CITY OF BANNING:

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

SEIZYICE-SCOPE
Company Name

9716 COTTAGEWOOD WAY
Address

DELTA LODGE CA 91737
City State Zip

D. J. [Signature]
Signature of Person Authorized to Sign

D. J. ZBIBIDENT
Printed Name

PRESIDENT
Title

10-26-17
Date



CITY OF BANNING CALIFORNIA
INVITATION FOR BID #17-096
LANDSCAPE MAINTENANCE SERVICES FOR
CITY PARKS

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Friday, October 13, 2017
IFB number	17-096
Deadline for delivery of bid	Wednesday, November 1, 2017 by 10:00 a.m.

Contact person(s)	
For bid document questions	Jennifer McCoy, Purchasing Manager (951) 922-3121

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

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

Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager
 Address: 99 E. Ramsey St., Banning, CA 92220
 Telephone: (951) 922-3121
 Email: jmccoy@ci.banning.ca.us

INTRODUCTION

The project consists of specified landscape maintenance services to be provided by the Contractor including all labor, equipment, tools, materials, services and skills required to maintain the following City of Banning Parks:

- 1.) Lions Park located on the corner of Hargrave and Charles Streets (9.1 Acres)
- 2.) Sylvan Park located at the corner of Nicolet Street and Sylvan Avenue (7.8 Acres)
- 3.) Repplier Park located at the corner of San Gorgonio Avenue and George Street (14.4 Acres)
- 4.) Roosevelt Williams Park located at the corner of Wilson and Blanchard Streets (5.5 Acres)
- 5.) Dysart Park located at the corner of 22nd Street and Victory Avenue (20.3 Acres)

Note: Acreages shown above represent the park in its entirety including parking areas, sports amenities, buildings, etc. Roosevelt Williams Park is currently under reconstruction and is anticipated to be completed by February 2018; a site plan of the proposed improvements is included with this RFP.

Tasks include but are not limited to turf management, shrub bed maintenance, tree care and pruning, fertilization, environmental weed and pest control programs, and operation of irrigation equipment to be performed on pre-determined schedules at regular intervals. Contractor may propose additional tasks that in its opinion will improve the quality of services. If identified, the additional task/s shall be included as optional work under the pricing proposal form.

The City is considering awarding a contract for remainder of Fiscal Year 2018 (ending June 30, 2018) with the option to renew the contract for four (4) additional single years periods upon satisfactory annual review and approval. The proposal shall represent a total cost for a 12 month period. The City reserves the right to award the contract in whole, in part by line item or reject all bids. The Contractor holds the responsibility to assess each location and become familiar with the individual sites prior to bidding.

To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to the Prevailing Wage Act regulating the wages of labors and workman employed under a contract for public workers. Contractor shall submit certified payrolls and shall perform all obligations required by California Department of Industrial Relations (DIR).

Contractor acknowledges that the applicable Wage Determination for this project is:

Craft: ##Landscape Maintenance Laborer
Determinations: SC-LML-2017-1
Issue Date February 22, 2017

INVITATION FOR BID

Sealed bids will be received by the City of Banning through the eBid system until November 1, 2017 at 10:00 a.m. and opened publicly online only. Bids must be submitted electronically by visiting the City of Banning PlanetBids Vendor Portal at <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

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

The bid shall include all costs for furnishing all labor, materials, tools, equipment and necessary incidentals to perform the work including, but not limited to mobilization, participation in safety meetings and clean up. All work shall be coordinated with Carl Szoyka, Public Works Superintendent.

Deadline for submittal of bid **Request for Information (RFI's) is October 25, 2017 by 3:00 p.m.** local time. Submit all inquiries to Jennifer McCoy, Bidding Facilitator via the Bids Online system at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

Bidders on this work will be required to comply with the California Labor Code Section 1410 et. seq., California Labor Code Section 1777.6, and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract or Work as hereinafter set forth (see Labor code 1770 et seq.). Copies of rates are on

file at the office of the Owner, which copies shall be made available to review to any interested party on request. The successful Bidder shall post a copy of such determinations at the job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this Project by all Contractors and Subcontractors. The Contractor will be required to pay the higher of State or Federal prevailing wage rates.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

The City of Banning hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in being considered for an award.

REQUIRED LICENSE CLASSIFICATION

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 C-27** 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.

PUBLIC WORKS CONTRACTOR REGISTRATION

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal (submitted on or after March 1, 2015), or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bidders and their subcontractors listed in the bid documents must provide an extract (pdf) at time of bid showing active registration from the Public Works Contractor Registration online registration at <https://efiling.dir.ca.gov/PWCR/Search>.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Additionally, the awarded Contractor shall submit certified payroll records to the City.

AWARD AND EXECUTION

The award of contract, if made, will be within forty-five (45) calendar days from the date of the bid opening.

The Contractor shall execute the Contract within fifteen (15) calendar days after he has been notified in writing of the award.

The owner hereby reserves the right to reject any and all proposals, to waive any irregularity, award any combination of schedules and to award the contract to the lowest responsive and responsible bidder. In case the lowest bid proposal is higher than the Engineer's estimate, the owner reserves the right to negotiate a contract with the lowest responsive and responsible bidder. No bidder may withdraw his bid for a period of forty-five (45) calendar days after the bid opening.

INSURANCE REQUIREMENTS

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

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

1) Limits of insurance:

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

\$2,000,000 general aggregate

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

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

(d) Workers' Compensation insurance as required by law

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

2) Certificate holder should appear as follows:

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

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

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

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

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

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

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

FILING OF BID PROTESTS

Bidders may file a "protest" of a contract award with the OWNER's Purchasing Manager. In order for Bidder's protest to be considered valid, the protest must;

- Be filed timely and in writing (as detailed in this Section).
- Clearly identify the specific accusation involved.
- Clearly identify the specific OWNER City Council recommendation being protested.
- Specify in detail, the grounds of the protest and the facts supporting the protest.
- Include all relevant, supporting documentation with protest at time of filing.

If the protest regarding the recommend award of a contract solicited by the Invitation for Bid must be filed in writing with the OWNER within five (5) Calendar Days after the bid opening date.

If the protest is valid, the OWNER'S Purchasing Manager, or other designated OWNER staff member, shall review the basis of the protest and all relevant information. The Director of Public Works will deny or concur with the protest and provide a written decision to the protestor. The protestor may appeal the decision of the Director of Public Works to the Deputy City Manager with 3 days of Notification thereof.

BUSINESS LICENSES

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

HOW TO SUBMIT A BID

The City of Banning is currently using PlanetBids, a web based bid management service to manage request for bids and quotes. PlanetBids does not charge a fee to access and view current projects; however, PlanetBids requires potential bidders, contractors, subcontractors, and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to bids. PlanetBids can be accessed through the City of Banning's website at <http://www.ci.banning.ca.us/136/Purchasing> and selecting the BIDS & RFP's link or directly at <https://www.planetbids.com/portal/portal.cfm?CompanyID=33077>.

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

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

All bids containing shipping fees, must be F.O.B. Destination and include cost of boxing and cartage to delivery point as stated in the Scope of Work. Bid prices are to include any freight and delivery charges.

Quote your most competitive prices. The City of Banning reserves the right to reject any and all bids. Lowest qualified bid may be subject to further negotiations.

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

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Scope of Work

1. Turf Management

a. Lawn Mowing:

- i. For all turf areas, Contractor will inspect and regulate the grounds for litter and debris prior to each mowing and dispose of it.
- ii. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- iii. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.
- iv. Unless otherwise specified, grass cuttings need not be removed. However, when an inordinate amount of cut grass is evident, removal may be requested by staff with no extra charge to City for such removal by Contractor. Clippings shall be legally disposed of offsite at the Contractor's expense. Special note: frequencies and turf height may change throughout the year in order to accommodate organized sports activities; staff may request change in such turf height to address such sports activities.
- v. Work shall be performed on the same day each week. Contractor shall provide mow schedule to the City Representative. Initial week schedule and any changes must be approved by the City prior to implementation. All mowings missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three (3) working.
- vi. Aeration: Contractor shall aerate all turf areas by removing one 1/2" diameter x 3" deep cores of sod with an aerator machine, with not more than 6" spacing, once over. Each sports field turf grass shall be aerated a minimum of once a year during a time approved by the City. In addition, the tops of all mounds and any areas that show excessive compaction shall receive additional treatment, as required, to alleviate this condition and allow for proper water penetration and minimal runoff. All damaged areas larger than 4" by four 4" shall be seeded on an as-needed basis. The cores shall be dragged to breakup cores, and allowed to remain or be removed at the Contractor's discretion with approval by City.
- vii. Over seeding: Annual (one time per year) over seeding shall take place. Contractor shall prepare turf (verticutting and aeration) prior to applying seed. Seed shall match existing lawn and shall be applied at a rate of eight (8) lbs./1000 sq. ft., with a germination rate of 85% and no more than 1% of weed seed content.

b. Edging & String Trimming:

- i. Concurrent with every mowing, all turf grass borders shall be neatly and uniformly edged or trimmed. String trimmers (weed eaters) or similar equipment shall not be used around trees or shrubs or wooden posts or for hardscape/pathways/mow strips edging. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas. Trim shall not exceed one half (½)-inch from hardscape.

- ii. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.
 - iii. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, sign posts, buildings, and other structures. Damage shall be promptly reported to the City Representative and repairs promptly made at the Contractor's expense. Any damage to tree trunks and/or shrubs shall be considered neglect and shall be replaced at the discretion of City staff at the Contractor's expense. All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's operations or at the end of the day, whichever occurs first. Clippings/debris shall NOT be blown into storm drains or into gutters that drain into storm drains but shall be legally disposed of.
- c. Cleaning of Walks:

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

2. Shrub Bed Maintenance:

- a. Landscaped areas will be regulated throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
- b. Planter beds will be groomed to promote an attractive, fresh appearance.
- c. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
- d. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant's dormant season.
 - i. Pruning to be performed by Contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
 - ii. Prune shrubbery and hedges at established maintenance height.
 - iii. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
 - iv. Shearing of plants will occur only where previous practice has been to shear, or as directed.
 - v. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
 - vi. Dead or damaged shall be removed whenever possible.
 - vii. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

3. Tree Care & Pruning:

- a. All trees will be "skirted" as needed per the City's request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of planting beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

- b. All trees under 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - i. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
 - ii. Dead or damaged portion shall be removed whenever possible.
 - iii. Pruning to be performed by contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
 - iv. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- c. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support.

4. Fertilization:

- a. Contractor will provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
 - i. Turf, shrub and ground cover areas will be fertilized with specially formulated products including well-balanced, slow-release fertilizers customized seasonally by contractor. Seasonally refers to Winter and Summer and different fertilizers will be used based on the ground temperature.
 - ii. Fertilizer product will be selected based on plant type and season.

5. Environmental Weed and Pest Control Program:

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

6. Irrigation Equipment and Operation:

- a. Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City's representative. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways or buildings.
- b. Clean and adjust the sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
- c. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged or malfunctioning components beyond Contractor's control will be submitted as an extra.
- d. The sprinkler system shall be checked after each mowing for any damage. Damage caused to the irrigation system by Contractor shall be repaired within forty-eight (48) hours, unless otherwise agreed to, at no charge to the City.

7. General Conditions:

- a. City is responsible for all costs associated to water.
- b. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Managers. Radio, cellular phone, and pager communications will be in use during regular business hours and emergency after-hours communication will be available.
- c. Inspection of site(s) will be made regularly and problems, if found, will be discussed by contractor and the City. A monthly maintenance report for each park shall be submitted with the monthly billing.
- d. Debris generated by landscape activities will be removed by the Contractor from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling the material.
- e. During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

PRICING RATE SCHEDULE FORM

BID PRICE LIST

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

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

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

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

Employee	Hourly Rate	Hours worked	Total Cost
David Calderon	\$ 21.00	2	\$ 42.00
Rafael Huarachalopez	\$ 13.50	16	\$ 216.00
Luis Fuentes	\$ 13.00	16	\$ 208.00
Narciso Roman	\$ 11.50	16	\$ 184.00
	\$		\$
	\$		\$

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name Artistic Maintenance, Inc.

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	2014 -now	Landscape Maintenance	\$8,760/month	City of Banning	Carl Szoyka (951) 922-3291
2	2009 -now	Landscape Maintenance	\$14,300/month	City of Fountain Valley	Marco Garcia (714) 593-4400
3	2000 -now	Landscape Maintenance	\$11,200/month	City of Yorba Linda	Steve Campbell (714) 961-7170
4					
5					
6					
7					

State of California Contractor's License No.: 703401

Contractor's License Expiration Date: 3/31/2019

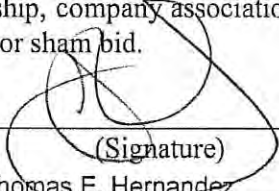
NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

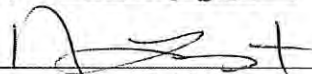
COUNTY OF Orange, being first duly sworn, the party making the

(Name of Bidder) Artistic Maintenance, 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.


(Signature)
Thomas E. Hernandez
(Typed Name)

SUBSCRIBED BEFORE ME on this 31st day of October, 2017.


Notary Public

My commission Expires:

November 09, 2019



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.

Thomas E. Hernandez
Name


Signature

President
Title

10/31/2017
Date

703401
Contractor's License No.

95-2891149
Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

23676 Birtcher Drive
Address

Lake Forest, CA 92630
City, State, Zip

(800) 698-9834
Telephone

A, B, C27
Type of License

3/31/2019
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:

Artistic Maintenance, Inc.

Firm Name

By Thomas E. Hernandez

President

Title

TO THE CITY OF BANNING:

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

Artistic Maintenance, Inc.

Company Name

23676 Birtcher Drive

Address

Lake Forest, CA 92630

City

State

Zip

Signature of Person Authorized to Sign

Thomas E. Hernandez

Printed Name

President

Title

10/31/2017

Date



October 30, 2017

City of Banning
Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

Re: Invitation For Bid #17-096 For Parks Maintenance Services

Dear City of Banning:

Nissho of California is pleased to submit for your consideration the following proposal for the Park Maintenance Services for the City of Banning. **The proposal is binding for a period of twenty-four (24) months.**

Nissho of California is a full services landscape company with over thirty three years' experience in Southern California. We are headquartered in Vista, CA with branch locations in San Diego, Coachella and Inland Empire. We have the required experience, staffing and resources to perform all of the specifications as outlined in the Invitation For Bid.

Nissho's goal and philosophy is not to simply maintain your landscape assets as they exist currently, but to utilize our expertise and experience to take it to the next level. Regardless of the size of the project, our primary focus is the satisfaction of our customers. We are proactive, solution oriented, good stewards of the environment and fiscally responsible. Please speak to our clients listed in the references attached such as The City of Solana Beach and The San Diego Port Authority.

Sincerely,

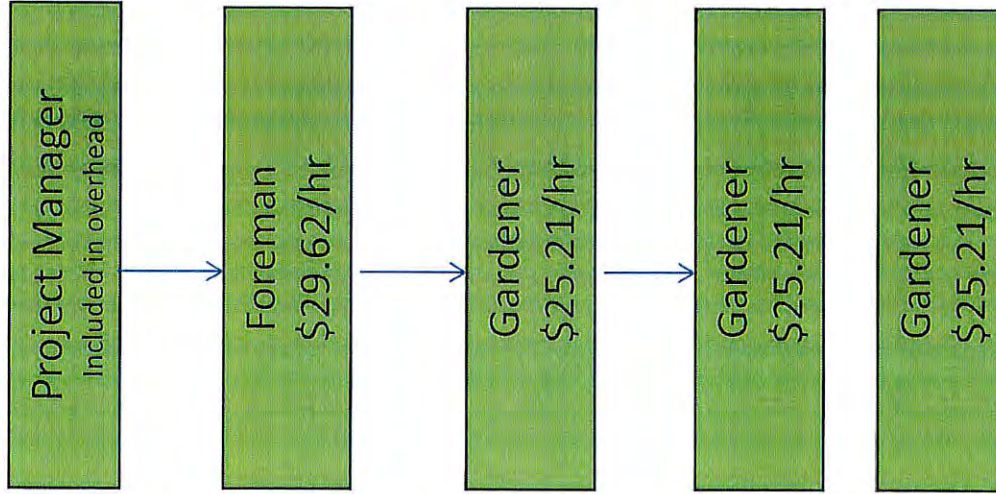
A handwritten signature in blue ink, appearing to be "TB", is written over the word "Sincerely,".

Tom Baird
Vice President



Proposed Staffing Plan

(Subtasks) employee classification, hourly rate, hours assigned and total cost



- Yearly hours of 3,432 or 286 hours per month
- Total Cost per month: \$7,519.05

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name Thirty Three (33) years.

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1	2010 - current City wide Landscape Maintenance	\$213,595.25	City of Solana Beach 635 South Highway 101 Solana Beach, CA 92075	Steve Kerr (858) 449-2630
2	2011 - current Park Maintenance & Janitorial	\$191,400.00	San Diego Port District 1400 Tidelands Avenue National City, CA 91950	Pete Cruz (619) 725-6043
3	2009 - current City wide Landscape Maintenance, Parks, Athletic Fields	\$1,132,272.00	City of Carlsbad L/M 799 Pine Avenue Carlsbad, CA 92008	Kyle Lancaster (760) 434-2941
4				
5				
6				
7				

State of California Contractor's License No.: 598372

Contractor's License Expiration Date: July 31, 2018

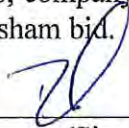
NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF San Diego, being first duly sworn, the party making the

(Name of Bidder) Nissho of California, 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.



(Signature)

Tom Baird

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2017.

Notary Public

My commission Expires:

Get attached California
Notary Public Acknowledgment
J. Baird

California Jurat Loose Certificate

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

State of California

County of San Diego } ss.

Subscribed and sworn to (or affirmed) before me this 31st day of October, 2017

by Tom Baird

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Notary Public Signature

Seal



Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

This is not required under California State notary public law.

Document Title: _____ # of Pages: _____

Notes

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.

Tom Baird
Name



Signature

Vice President
Title

11/1/17

Date

598372
Contractor's License No.

33-0442847
Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

1902 South Santa Fe Avenue
Address

Vista, CA 92083
City, State, Zip

(760) 727-9719
Telephone

C-27
Type of License

July 31, 2018
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:

Nissho of California, Inc.
Firm Name

Tom Baird
By

Vice-President
Title

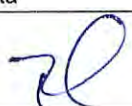
TO THE CITY OF BANNING:

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

Nissho of California, Inc.
Company Name

1902 S. Santa Fe Avenue
Address

<u>Vista</u>	<u>CA</u>	<u>92083</u>
City	State	Zip


Signature of Person Authorized to Sign

Tom Baird
Printed Name

Vice-President
Title

11/1/17
Date

[Labor Law](#)[Cal/OSHA - Safety & Health](#)[Workers' Comp](#)[Self Insurance](#)[Apprenticeship](#)[Director's Office](#)[Boards](#)[Public Works](#) | [Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:	<input type="text" value="Current Fiscal Year: 2017/18"/>
PWC Registration Number:	<input type="text" value="example: 1234567890"/>
Contractor Legal Name:	<input type="text" value="Nissho of California"/>
License Number:	<input type="text" value="example: 123456"/> Contractor License Lookup
County:	<input type="text" value="Select County"/>
<input type="button" value="Search"/> <input type="button" value="Reset"/>	

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	NISSHO OF CALIFORNIA, INC.	1000018744	SAN DIEGO	VISTA	06/28/2017	06/30/2018

v2.20160101

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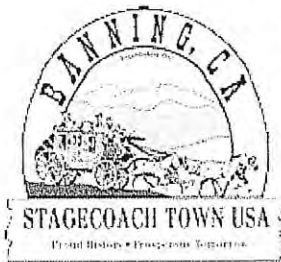
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CITY OF BANNING CALIFORNIA
INVITATION FOR BID #17-096
LANDSCAPE MAINTENANCE SERVICES FOR
CITY PARKS

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Friday, October 13, 2017
IFB number	17-096
Deadline for delivery of bid	Wednesday, November 1, 2017 by 10:00 a.m.

Contact person(s)	
For bid document questions	Jennifer McCoy, Purchasing Manager (951) 922-3121

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

Vendor Information (vendor to complete and upload online)	
Company name:	Patriot Development, Inc
Street address:	PO Box 758
City and Zip:	Perris, CA 92572
Phone number/Fax number:	951-943-1380

Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager
 Address: 99 E. Ramsey St., Banning, CA 92220
 Telephone: (951) 922-3121
 Email: jmccoy@ci.banning.ca.us



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572
951-943-1380

To:

Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager
99 E Ramsey St.
Banning, CA 92220

City of Banning California Invitation for Bid #17-096
Landscape Maintenance Services for City Parks

To Whom It May Concern:

Please accept our formal Bid for landscape maintenance services as proposed for Bid #17-096
Landscape Maintenance Services for City Parks:

1. Lions Park located on the corner of Hargrave and Charles Streets (9.1 Acres)
2. Sylvan Park located at the corner of Nicolet Street and Sylvan Avenue (7.8 Acres)
3. Repplier Park located at the corner of San Gorgonio Avenue and George Street (14.4)
4. Roosevelt Williams Park located at the corner of Wilson and Blanchard Streets (5.5 Acres)
5. Dysart Park located at the corner of 22nd Street and Victory Avenue (20.3 Acres)

Thank you for your consideration. We look forward to working with you and for the opportunity to submit our proposal.

Sincerely,

Francisco Palacios, President
Patriot Development
CSLB 809327

Encl: CSLB License Lookup, PWC License Lookup, Additional Insured Certificate, Bid Vendor Information Sheet, Pricing Rate Schedule, Work Experience, Non Collusion Affidavit, Declaration of Accuracy, Certification Labor Code – Section 1861



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572

951-943-1380

Who We Are:

Patriot Development is a family owned and operated business. Our contractor's license has been in effect since June of 2002 and we currently hold both a C-27 and B Classification. We are also registered with the Department of Industrial Relations as a public works contractor, PWC Registration number 1000052286. Our staff has had over 20 years experience in the landscape maintenance business and we look forward to providing our services to the City of Banning.

Scope of Work:

We commit to providing both excellent and professional services which include turf management, shrub bed maintenance, tree care and pruning, fertilization, environmental weed and pest control programs, and operation of irrigation equipment to be performed on pre-determined schedules at regular intervals.

Turf management services include, but are not limited to the following:

1. Lawn Mowing

- a. Inspection and regulation of grounds for litter and debris – includes disposal
- b. Mowing of turf once per week during active growing periods and as required during slow periods of growth to maintain a neat and manicured appearance
- c. Mowing height no less than 1 1/2 "and no more than 2", unless otherwise requested. Turf to be cut at uniform height Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.
- d. Grass cuttings to be left onsite except in instances where an inordinate amount of cut grass is evident. If staff requests removal, this service is to be provided at no charge to City and clippings will be legally disposed of offsite at Patriot Development's expense
- e. Work will be performed on the same day each week with a schedule to be provided to the City Representative. All mowings missed due to inclement weather or ground conditions cause by inclement weather will be rescheduled and completed within (3) working days.
- f. All turf areas will be aerated by removing one 1/2" diameter x 3" deep cores of sod with an aerator machine, with not more than 6" spacing, once over. Each sports field turf grass shall be aerated a minimum of once a year during a time approved by the City. In addition, the tops of all mounds and any areas that show excessive compaction shall receive additional treatment, as required, to



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572
951-943-1380

alleviate this condition and allow for proper water penetration and minimal runoff. All damaged areas larger than 4" by four 4" shall be seeded on an as-needed basis. The cores shall be dragged to breakup cores, and allowed to remain or be removed at the Contractor's discretion with approval by City.

- g. Over seeding will take place annually. Seed will match the existing lawn and will be applied at city specified rate of 8lbs/1000SF, with a germination rate of 85% and no more than 1% of weed seed content.

2. Edging & String Trimming

- a. All turf grass borders will be neatly and uniformly edged or trimmed concurrent with every mowing. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas. Trim shall not exceed one half (½)-inch from hardscape.
- b. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.
- c. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, sign posts, buildings, and other structures. Damage shall be promptly reported to the City Representative and repairs promptly made at the Contractor's expense. Any damage to tree trunks and/or shrubs shall be considered neglect and shall be replaced at the discretion of City staff at the Contractor's expense. All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's operations or at the end of the day, whichever occurs first. Clippings/debris shall NOT be blown into storm drains or into gutters that drain into storm drains but shall be legally disposed of.

3. Cleaning of Walks:

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

Shrub Bed Maintenance services include, but are not limited to the following:

- 1. Landscaped areas will be regulated throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas
- 2. Planter beds will be groomed to promote an attractive, fresh appearance.
- 3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
- 4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant's dormant season.
 - a. Pruning to be performed by designated staff member who is trained and demonstrates competency in proper pruning techniques.



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572

951-943-1380

- b. Prune shrubbery and hedges at established maintenance height.
- c. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
- d. Shearing of plants will occur only where previous practice has been to shear, or as directed.
- e. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
- f. Dead or damaged shrubs shall be removed whenever possible.
- g. Patriot Development will monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

Tree Care and pruning services include, but are not limited to the following:

1. All trees will be "skirted" as needed per the City's request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of planting beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.
2. All trees under 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - a. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
 - b. Dead or damaged portion shall be removed whenever possible.
 - c. Pruning to be performed by designated staff member who is trained and demonstrates competency in proper pruning techniques.
 - d. Patriot Development will monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support.

Fertilization services include, but are not limited to the following:

1. Patriot Development will provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572
951-943-1380

- a. Turf, shrub and ground cover areas will be fertilized with specially formulated products including well-balanced, slow-release fertilizers customized seasonally by contractor. Seasonally refers to Winter and Summer and different fertilizers will be used based on the ground temperature.
- b. Fertilizer product will be selected based on plant type and season.

Environmental Weed and Pest Control Program services include, but are not limited to the following:

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

Irrigation Equipment and Operation services include, but are not limited to the following:

1. Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City's representative. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways or buildings.
2. Clean and adjust the sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572
951-943-1380

3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged or malfunctioning components beyond Contractors control will be submitted as an extra.
4. The sprinkler system shall be checked after each mowing for any damage. Damage caused to the irrigation system by Contractor shall be repaired within forty-eight (48) hours, unless otherwise agreed to, at no charge to the City.

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:

Patriot Development

Firm Name

Francisco Palacios

By

President

Title

TO THE CITY OF BANNING:

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

Patriot Development

Company Name

PO Box 758

Address

Perris, CA 92570

City

State

Zip



Signature of Person Authorized to Sign

Francisco Palacios

Printed Name

President

Title

11/01/2017

Date

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.

Francisco Palacios

Name



Signature

President

Title

11/01/2017

Date

809327

Contractor's License No.

47-3729299

Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

PO Box 758

Address

Perris, CA 92570

City, State, Zip

951-943-1380

Telephone

C-27 , B

Type of License

06/30/2018

Expiration Date of License

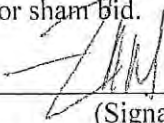
NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Riverside, being first duly sworn, the party making the

(Name of Bidder) Patnot Development

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


(Signature)
Francisco Palacios
(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2017.

SEE ATTACHED JURAT
Notary Public

My commission Expires:

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

Subscribed and sworn to (or affirmed) before me on this 1ST
day of NOVEMBER, 2017, by FRANCISCO PALACIOS,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Christine Marie Ramirez



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572
951-943-1380

Pricing Rate Schedule:

Patriot Development conforms to the California prevailing wage determination. We will submit certified payroll and perform all obligations by California Department of Industrial Relations (DIR).

Employee	Title	Hourly Rate	Hours Worked	Total Cost
To Be Determined	Foreman	\$21.99	40	\$879.60
To Be Determined	Landscape Worker	\$13.73	40	\$549.20
To Be Determined	Landscape Worker	\$13.73	40	\$549.20
To Be Determined	Pesticide Handler	\$17.17	20	\$343.40
To Be Determined	Tree Trimmer	\$17.94	20	\$358.80
To Be Determined	Tree Trimmer	\$17.94	20	\$358.80



PATRIOT DEVELOPMENT, INC.

PO Box 758 | Perris, CA 92572
951-943-1380

Work Experience:

With over 10 years of experience in the landscaping business we have provided below a list of a few contracts.

Year		Type of Work	Contract Amt	Location	Contact Person/Phone
1	2016-Current	Landscape Maintenance	\$79,200.00	Menifee, CA	Casa Murrieta Association Carmen Prieto 214-502-2467
2	2010	Landscape Maintenance	\$90,000.00	Orange County Great Park – Irvine, CA	City of Irvine 949-724-6000
3	2004 – 2009	Landscape Maintenance	\$250,000.00	Various Parks Riverside, CA	Riverside County Economic Development 760-848-4096



Contractor's License Detail for License # 809327

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/1/2017 9:05:48 AM

Business Information

PATRIOT DEVELOPMENT
P O BOX 758
PERRIS, CA 92572
Business Phone Number:(951) 943-1380

Entity Sole Ownership
Issue Date 06/12/2002
Expire Date 06/30/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WASHINGTON INTERNATIONAL INSURANCE COMPANY.

Bond Number: S9170794

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the MIDWEST EMPLOYERS CASUALTY COMPANY

Policy Number: BNUWC0139586

Effective Date: 06/16/2017

Expire Date: 06/16/2018

Workers' Compensation History

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
PATRIOT DEVELOPMENT INC	1000052286	RIVERSIDE	PERRIS	08/28/2017	06/30/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Garrett Barbera Insurance Agency 17682 Beach Blvd., #202 Huntington Beach CA 92647		CONTACT NAME: Garrett Matthew Barbera PHONE (A/C, No, Ext): (714) 847-8400 FAX (A/C, No): (888) 672-9017 E-MAIL ADDRESS: service@gbinsure.com	
INSURED Patriot Development Inc Po Box 758 Perris CA 92572		INSURER(S) AFFORDING COVERAGE INSURER A: AMTRUST INTERNATIONAL UNDERWRITERS LTI INSURER B: UNITED FINANCIAL CASUALTY COMPANY INSURER C: SECURITY NATL INS CO INSURER D: INSURER E: INSURER F:	
		NAIC # AA1780074 11770 19879	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x		XN107463800	06/16/2017	06/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$					
	B						AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	06230061-0	06/16/2017	06/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
							<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$				OCCUR CLAIMS-MADE	EACH OCCURRENCE \$ AGGREGATE \$ \$
												WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A
C	Commercial Inland Marine			IM123587600	06/16/2017	06/16/2018	miscellaneous tools 5,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

certificate holder is listed as additional insured on general liability policy by blanket additional insured endorsement
premises: 2081 3rd St Suite D
Riverside, Ca 92507

CERTIFICATE HOLDER**CANCELLATION**

City of Banning Attn: Jennifer McCoy 99 E Ramsey St Banning Ca 92220-4837	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CITY OF BANNING CALIFORNIA
INVITATION FOR BID #17-096
LANDSCAPE MAINTENANCE SERVICES FOR
CITY PARKS

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Friday, October 13, 2017
IFB number	17-096
Deadline for delivery of bid	Wednesday, November 1, 2017 by 10:00 a.m.

Contact person(s)	
For bid document questions	Jennifer McCoy, Purchasing Manager (951) 922-3121

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

Vendor Information (vendor to complete and upload online)	
Company name:	DW LANDSCAPE, INC
Street address:	1042 N. MOUNTAIN AVE B175
City and Zip:	WPLAND, CA 91784
Phone number/Fax number:	855-300-3388, 909 285-5070 cell

Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager
 Address: 99 E. Ramsey St., Banning, CA 92220
 Telephone: (951) 922-3121
 Email: jmccoy@ci.banning.ca.us

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 3 years

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1	Park Maintenance	\$20,000	City of Redlands	Edie Reeves 909 203-9804
2	Median Maintenance	\$22,000	City of Redlands	STEVEN MACINTOSH 909 542-5516
3	School Maintenance	\$36,000	Upland	GREG SAUSTAD 909 559-3887
4	School Smart Irrigation Retrofit	\$28,000	Redlands School District	ARON ARANA 909 289-7289
5				
6				
7				

State of California Contractor's License No.: 997627

Contractor's License Expiration Date: 10/31/2018

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.

DANNY WHALEY

Name

[Signature]

Signature

President

Title

10/20/17

Date

997627

Contractor's License No.

46-5278883

Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

1042 N. Mountain Ave B175

Address

Lebanon, CA 91784

City, State, Zip

909 235-5070

Telephone

C-27 / D-49

Type of License

12/18

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:

DW LANDSCAPE, INC.
Firm Name

By [Signature] DANNY WHALEY

PRESIDENT
Title

TO THE CITY OF BANNING:

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

DW LANDSCAPE INC.
Company Name

1042 N. MOUNTAIN AVE B175
Address

Highland CA 91784
City State Zip

[Signature]
Signature of Person Authorized to Sign

DANNY WHALEY
Printed Name

PRESIDENT
Title

10/20/17
Date

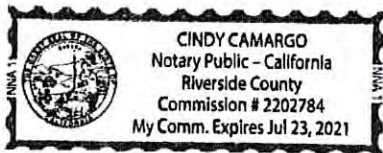
NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Riverside, being first duly sworn, the party making the

(Name of Bidder) DW Landscape, 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.



[Signature]
(Signature)
Danny Whaley
(Typed Name)

SUBSCRIBED BEFORE ME on this 30th day of October, 2017.

Cindy Camargo
Notary Public

My commission Expires:

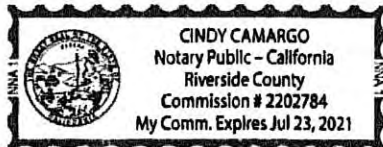
July 23, 2021

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

Subscribed and sworn to (or affirmed) before me on this 20th
day of October, 2017, by Danny Whaley

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Cindy Camargo

PRICING RATE SCHEDULE FORM

BID PRICE LIST

Submit pricing through the City of Banning, eBid system through the PlanetBids Vendor Portal.

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

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work.

[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.] Proposer should use a separate form to state pricing for any added value.

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

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

Employee	Hourly Rate	Hours worked	Total Cost
IRRIGATOR	\$ 45.00	20 week	\$ 900.00
LANDSCAPE LEADER	\$ 28.50	40 week	\$ 1140.00
LANDSCAPE LABOR	\$ 28.50	40 week	\$ 1140.00
LANDSCAPE LABOR	\$ 28.50	40 week	\$ 1140.00
LANDSCAPE LABOR	\$ 28.50	20 week summer	\$ 570.00
SPRAY TREAT	\$ 48.00	AS NEEDED	\$ INCLUDED

Danny Whaley
DW Landscape, Inc.
1042 N. Mountain Ave B175
Upland, CA 91784
October 20, 2017

Jennifer McCoy
Purchasing Manager
City of Banning
99 E Ramsey St
Banning, CA 92220

Dear Jennifer McCoy:

You recently released an Invitation to Bid #17-096. DW Landscape, Inc. is submitting a bid and is looking forward to introducing our company as a qualified candidate for consideration.

Because we have not had the pleasure of doing business with you before, we wanted to provide background on our company and our plan to manage the proposed work.

DW Landscape is a Women owner entity operating out of Upland and Riverside California. DW Landscape Inc. incorporated out of Danny Whaley's landscape, which began in 2002. We are providing service to multiple commercial contracts, HOA's, and the City of Redlands. In addition to maintenance, our company has a full crew dedicated to construction, installation, enhancements, renovations and water saving landscape designs.

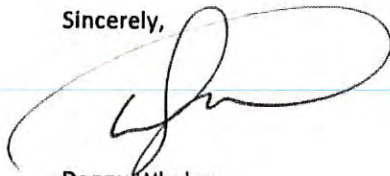
As the President, I have over thirty years' experience in municipal and commercial landscape. Including government positions in city inspection and parks management for City of Lake Forest and Glendora as well as multiple city contracts as the Branch Manager for TruGreen LandCare in Orange County. I graduated from Azusa Pacific University and I hold a Certified Playground Safety Inspector, Municipal Arborist, and Qualified Tree Risk Assessor, Qualified Pesticide Applicators license as well as many other certifications. What this means for the City of Banning is you will have a qualified and conscious vendor for the City staff. We are and extension of your team.

We are proposing three full time employees to service this contract with additional labor during the summer months. This crew would be stationed a yard or site within the City and not have to commute, which allows the maximum time spent on the job. This crew will have new or near new equipment assigned only to the City helping maximize labor and minimize weed contamination and import from other areas. Management, irrigation and chemical application will be as needed and meet or exceed the minimums in the contract.

Thank you for giving us the opportunity to bid for your business. We have been in business since 2014 and have established a reputation for quality. We look forward to showing you that it is well deserved.

Jennifer McCoy
October 20, 2017
Page 2

Sincerely,

A handwritten signature in black ink, appearing to be 'D. Whaley', written over a horizontal blue line.

Danny Whaley
President



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 997627

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 10/20/2017 12:38:14 PM

Business Information

DW LANDSCAPE INC
1042 NORTH MOUNTAIN AVENUE
SUITE B175
UPLAND, CA 91784
Business Phone Number: (855) 300-3388

Entity Corporation
Issue Date 10/16/2014
Expire Date 10/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING
C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 236758

Bond Amount: \$15,000

Effective Date: 08/14/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual DANNY WAYNE WHALEY JR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/16/2014

Workers' Compensation

This license has workers compensation insurance with the ATLANTIC SPECIALTY INSURANCE COMPANY
Policy Number: 406042805000
Effective Date: 02/13/2017
Expire Date: 02/13/2018
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California

Department of Industrial Relations

[Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)[Public Works](#) [Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2017/18

PWC Registration Number: 1000043132

Contractor Legal Name: example: ABC COMPANY

Lic 1000043132 Contractor Details

Cor

[Contractor Information](#) [Legal Entity Information](#) [Workers' Compensation](#)

Legal Name

DW LANDSCAPE, INC.

Legal Entity Type

CORPORATION

Search
One re

Trade Name

Details

License Number(s)

CSLB :997627

View

Mailing Address

1042 N MOUNTAIN AVE B175

UPLAND, CA 91784

Physical Address

1042 N MOUNTAIN AVE B175

UPLAND, CA 91784

About f

Who we :

DIR Divis

Commiss

Contact f

Email Address

DANNY@DWSCAPES.COM

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State of California

Department of Industrial Relations

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[Public Works](#)
[Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections

Registration Year: Current Fiscal Year: 2017/18

PWC Registration Number: 1000043132

Contractor Legal Name: example: ABC COMPANY

Lic: 1000043132 Contractor Details

Cor

[Contractor Information](#)
[Legal Entity Information](#)
[Workers' Compensation](#)

Corporation Number

3659386

[Search](#)
[One re](#)
[Details](#)

President

DANNY WHALEY

Vice President

Treasurer

Secretary

CEO

[View](#)

Agent of Service Name

DANNY WHALEY

Address

1042 N. MOUNTAIN AVE B175
UPLAND, CA 91784

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Public Works Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections

Registration Year: Current Fiscal Year: 2017/18

PWC Registration Number: 1000043132

Contractor Legal Name: Example, ABC COMPANY

Lic 1000043132 Contractor Details

Con

[Contractor Information](#)
[Legal Entity Information](#)
[Workers' Compensation](#)

Do you lease employees through Professional Employer Organization (PEO)? NO

Please provide your current workers' compensation insurance information below:

Search
One re
Details

INSURED BY CARRIER

Policyholder Name: DW LANDSCAPE INC

Insurance Carrier: LANDSCAPE CONTRACTORS INSURANCE COMPANY

Policy Number: 406-04-28-05-0001

View

Inception Date:

Expiration Date:

Policy Coverage dates: 2016-02-01

2018-03-13

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Legal Name	Registration Number	County	City	Registration Date	Expiration Date
DW LANDSCAPE, INC.	1000043132	SAN BERNARDINO	UPLAND	05/30/2017	06/30/2018

ATTACHMENT 3

(Contract Services Agreement)

CONTRACT SERVICES AGREEMENT

By and Between

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

and

SERVICE SCAPE

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 10 day of January, 2018 by and between the **CITY OF BANNING**, a municipal corporation (“City”) and **SERVICE SCAPE**, a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”.

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Warranty.

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

1.8 Prevailing Wages.

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

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

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

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed, \$ 80,248.00 (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2018, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed three (3) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Randy Zbinden, President

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

CANCELLATION:

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

[to be initialed]

N/A
Agent Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Not Applicable (\$ 0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation,

partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

Alejandro Diaz, Interim City Manager

By:

NAME:
TITLE:

By:

NAME:
TITLE:

ATTEST:

Sonja De La Fuente, Deputy City Clerk

Tax ID No.

APPROVED AS TO FORM:

Kevin G. Ennis, Esq., City Attorney

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"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in Scope of Work proposal dated October 26, 2017, Exhibit "A-1".

EXHIBIT "A-1"

(Service Scape Proposal)



CITY OF BANNING CALIFORNIA
INVITATION FOR BID #17-096
LANDSCAPE MAINTENANCE SERVICES FOR
CITY PARKS

INSTRUCTIONS:

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

IFB specific information	
Date of issuance	Friday, October 13, 2017
IFB number	17-096
Deadline for delivery of bid	Wednesday, November 1, 2017 by 10:00 a.m.

Contact person(s)	
For bid document questions	Jennifer McCoy, Purchasing Manager (951) 922-3121

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

Vendor Information (vendor to complete and upload online)	
Company name:	SERVICE-SCAPE
Street address:	9716 COTTONWOOD WAY
City and Zip:	ALTA LOMA, CA. 91737
Phone number/Fax number:	909 702-1045 909 887-3022

Administrative Services Department
Purchasing Division
Jennifer McCoy, Purchasing Manager

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

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

service_scape@verizon.net

PRICING RATE SCHEDULE FORM

BID PRICE LIST

Submit pricing through the City of Banning, eBid system through the PlanetBids Vendor Portal.

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

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

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

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

MONTHLY

	Employee	Hourly Rate	Hours worked	Total Cost
#1	ENRIQUE CEIZANTES	\$ 37. ⁰⁰	65	\$ 2405. ⁰⁰
#2	JOSE CARRIZILLO	\$ 28. ⁰⁰	65	\$ 1820. ⁰⁰
#3	RUBEN LOPEZ	\$ 28. ⁰⁰	36	\$ 1008. ⁰⁰
#4	RAUL TOJAS	\$ 37. ⁰⁰	9	\$ 333. ⁰⁰
#5	REYNALDO TORRES	\$ 37. ⁰⁰	9	\$ 288. ⁰⁰
		\$		\$

- #1 JOHN DEERE 11' BAT WING ^(OPERATOR) MOWER
- #2 EXTRACT 72" MOWER (OPERATOR)
- #3 SMALL EQUIPMENT (OPERATOR)
- #4 IRRIGATION TECHNICIAN
- #5 SPRAY TECHNICIAN

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 15

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.

CURRENTLY
UNDER CONTRACT

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1	LANDSCAPE MAINTENANCE	182,000. ⁰⁰ A YEAR	COUNTY OF SAN BERNARDINO	KEITH EVANS 909 208-8852
2	"	216,000. ⁰⁰ A YEAR	CITY OF SAN BERNARDINO	JIM GONDOS 951 377-0173
3	"	126,000. ⁰⁰ A YEAR	LOMA LINDA UNIVERSITY MEDICAL CENTER	GERHARDT STUDEL 909 435-5404
4	"	120,000. ⁰⁰ A YEAR	ARROWHEAD REGIONAL MEDICAL CENTER	KEITH EVANS 909 208-8852
5				
6				
7				

State of California Contractor's License No.: C-27 858864

Contractor's License Expiration Date: 5-31-2019

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF San Bernardino, being first duly sworn, the party making the

(Name of Bidder) R. Zbinden

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]
(Signature)

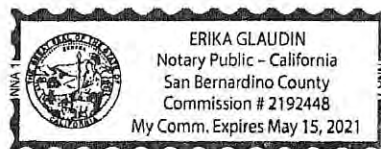
R. ZBINDEN
(Typed Name)

SUBSCRIBED BEFORE ME on this 30 day of OCTOBER, 2017.

[Signature]
Notary Public

My commission Expires:

5/15/2021



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.

SERVICE - SCAPE

R. ZBINDEN

Name

[Signature]

Signature

PRESIDENT

Title

10-27-17

Date

858864

Contractor's License No.

26-3172034

Federal ID No. (If applicable)

9716 COTTONWOOD WAY

Address

ALTA LOMA, CA. 91737

City, State, Zip

951 545-1125

Telephone

C-27

Type of License

5-31-19

Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST



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:

SEIZVILE-SCOPE
Firm Name

D. J. [Signature]
By

PRESIDENT
Title

TO THE CITY OF BANNING:

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

SEIZVILE-SCOPE
Company Name

9716 COTTAGEWOOD WAY
Address

DELTA LODGE CA 91737
City State Zip

D. J. [Signature]
Signature of Person Authorized to Sign

D. Z. B. IDENT
Printed Name

PRESIDENT
Title

10-26-17
Date

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Contractor shall perform the following tasks in accordance with Exhibit A-1.**
- II. To the extent a Project Proposal consists of multiple subtasks, within the budgeted amounts for each subtask, and with the approval of the Contract Officer, funds may be shifted from one subtask sub-budget to another so long as the Project Budget is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3**
- III. For each Project assignment the City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- VI. The total compensation for Services shall not exceed \$80,246.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.5.**
- II. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Stephen Badgett, Interim Electric Utility Director
Brandon Robinson, Associate Electrical Engineer

MEETING DATE: January 9, 2017

SUBJECT: Resolution 2018-04, Approving an Agreement with Electric Power Systems, Inc. in connection with RFP 17-020 for Electrical Substation Equipment Maintenance Testing

RECOMMENDED ACTION:

Consider approving Resolution 2018-04, approving the Agreement for Maintenance Services for RFP 17-020 Electrical Substation Equipment Maintenance Testing between the City of Banning and Electric Power Systems Inc. with a contract sum not to exceed one hundred fifty thousand, five hundred thirty five dollars (\$150,535.00) and a contract duration of three years.

BACKGROUND:

The City of Banning Electric Utility (Utility) owns and operates two (2) 4kV and four (4) 12kV distribution substations throughout the Banning electric service territory. The two 4kV substations, Alola and Airport Substations, are scheduled to be converted to 12kV substations during the 2017/18 and 2018/19 fiscal years which will include new and updated equipment. The Utility has a need to perform required preventative maintenance on the four remaining substations which include the San Geronio, Midway, 22nd Street, and Sunset Substations. These maintenance activities will increase the reliability of Banning's electric system.

Historically the Utility had used personnel from Riverside Public Utilities ("RPU") through mutual partner Southern California Public Power Authority ("SCPPA") to provide substation maintenance services. The Banning-RPU agreement was initially put into place in 2005. However in August of 2014 RPU ceased maintenance service activities for

the Utility citing various reasons. Therefore, the Utility has not performed the required maintenance over the past three years with present staffing levels. Therefore staff felt it was in the best interest of the city to contact these services.

The contract will consist of testing substation breakers, transformers, switches, protective relays and other equipment by specialty technicians within the four 12kV stations; and in accordance with industry standards, specifications and maintenance schedules. All work will be coordinated and inspected by Utility staff.

RFP 17-020 Electrical Substation Equipment Maintenance Testing was advertised in the Press Enterprise, Record Gazette and on the City's website. Additionally, the Request for Proposal was sent to a vendor list consisting of eight companies that were sourced from the State of California's Certified Procurement website. The Schedule of Performance within the Request for Proposal included maintenance and testing of various equipment over a three-year period.

On May 25, 2017 the City Clerk received two (2) proposals for the following amounts:

<u>Company</u>	<u>Bid</u>
1. Electric Power Systems Inc.	\$150,535.00
2. Power Testing and Energization	\$296,498.00

An evaluation committee consisting of four (4) utility professionals was assembled to evaluate the proposals based on the qualifications and experience of the proposed team; their ability to provide the requested engineering services; and rates.

Based on the review of the evaluation committee members and the overall ranking of each firm (see Attachment 3) it is recommended to award the contract to Electric Power Systems Inc. in the amount of \$150,535 over the three-year service period.

JUSTIFICATION:

The California Public Utilities Commission (CPUC) General Order No. 174 (GO174) defines standards for substation equipment inspection and maintenance protocols. These standards promote worker/operator safety and increased reliability of the grid.

The services will focus on the equipment of the four 12kV substations. As noted above, the 4kV systems at Alola and Airport Substations will be converted to 12kV in the near future. The maintenance work will further enhance the reliability of the electric system and develop a more defined program for future maintenance and inspections to comply with GO 174.

Since it has been three years since a defined maintenance and testing program has been in place, staff is recommending certain key components be addressed the first year of the contract and the remaining equipment addressed the following two years.

FISCAL IMPACT:

The Utility would require an appropriation from the Electric Fund to account 670-7000-473.30-06 Building Improvements in the amount of \$150,535.00 for costs associated with RFP 17-020 Electrical Substation Equipment Maintenance Testing over a three year period:

<u>Fiscal Year</u>	<u>Amount</u>	<u>% of Contract</u>
FY 2017/18	\$75,267.50	50%
FY 2018/19	\$37,633.75	25%
FY 2019/20	\$37,633.75	25%

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2018-04
2. Agreement with Electric Power Systems, Inc.
3. RFP 17-020 Electrical Substation Equipment Maintenance Testing Final Summary
4. Signed Letter from Riverside Public Utilities for End of Maintenance Contract

Approved by:



Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

RESOLUTION 2018-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT WITH ELECTRIC POWER SYSTEMS, INC. FOR ELECTRIC SUBSTATION EQUIPMENT MAINTENANCE TESTING SERVICES

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

WHEREAS, in August 2014, the Utility and Riverside Public Utilities cancelled an agreement for maintenance service for distribution substations within the Banning service territory, attached herewith as Attachment 3; and

WHEREAS, the Utility has not performed the required maintenance over the past three years with present staffing levels; and

WHEREAS, the Utility requires testing and maintenance of substation breakers, transformers, switches, protective relays and other equipment by specialty technicians within the four 12kV stations; and in accordance with industry standards, specifications and maintenance schedules; and

WHEREAS, staff solicited proposals for RFP 17-020 Electrical Substation Equipment Maintenance Testing and received and evaluated bids, attached herewith as Attachment 2; and

WHEREAS, all proposals were evaluated and Electric Power Systems Inc. was recommended for award of the maintenance contract in the amount of \$150,535 over the three-year service period.

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

SECTION 1. The Agreement for Electrical Substation Equipment Maintenance Testing between the City of Banning and Electric Power Systems Inc., attached hereto as Exhibit A, with a contract sum not to exceed one hundred fifty thousand, five hundred thirty five dollars (\$150,535.00) and a contract duration of three years, is hereby approved.

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

SECTION 3. The City Manager is authorized to execute the Agreement between the City of Banning and Electric Power Systems Inc., in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 9th day of January, 2018.

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 2018-04, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
ELECTRIC POWER SYSTEMS, INC.**

This AGREEMENT is entered into this ____ day of _____, 2018, by and between the **CITY OF BANNING**, a general law city a municipal corporation ("CITY") and **ELECTRIC POWER SYSTEMS, 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 \$150,535.00, 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 _____. 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 _____, 2021 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~~ reasonable acceptable to the 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 ~~caused by 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~~ reasonable 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>Electric Power Systems, Inc.</u> <u>7925 Dunbrook Rd., Suite G</u> <u>San Diego, CA 92126</u>
<u>ATTN: City Manager</u>	<u>ATTN: Devin Hopkins</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed

contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

Alejandro Diaz, Interim City Manager

By:

NAME:
TITLE:

By:

NAME:
TITLE:

ATTEST:

Sonja De La Fuente, Deputy City Clerk

Tax ID No.

APPROVED AS TO FORM:

Kevin G. Ennis, Esq., City Attorney

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.

ATTACHMENT 3

RFP 17-020

**Electrical Substation Equipment Maintenance
Testing**

Final Summary

ATTACHMENT 1
EVALUATION SUMMARY SCORES

RFP NO. 17-020 ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING
Proposal Evaluation Scores - Revised 6/27/17

		1	2	3	4	Totals
		RATER	RATER	RATER	RATER	
30		Qualifications of Entity and Key Personnel				
Electric Power Systems International		3.00	3.50	3.00	3.00	12.50
Power Testing and Energization, Inc.		5.00	4.50	4.00	5.00	18.50
10		Approach to Providing the Requested Services				
Electric Power Systems International		3.00	4.00	3.00	3.00	13.00
Power Testing and Energization, Inc.		3.00	4.50	3.00	3.00	13.50
50		Price Proposal				
Electric Power Systems International		5.00	4.50	4.00	5.00	18.50
Power Testing and Energization, Inc.		1.00	2.00	1.00	1.00	5.00
10		Innovative and/or Creative Approaches				
Electric Power Systems International		3.00	1.00	3.00	3.00	10.00
Power Testing and Energization, Inc.		3.00	4.00	3.00	3.00	13.00
Proposers	Totals	Rank	Proposers			Totals
Electric Power Systems International	1530.00	1	Electric Power Systems International			1530.0
Power Testing and Energization, Inc.	1070.00	2	Power Testing and Energization, Inc.			1070.0

ATTACHMENT 2

PROPOSAL TABULATION

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

RFP NO. 17-020 ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING			
VENDOR NAME	Electric Power Systems	Power Testing and Energization	
Contact Person for Agreement	Devin Hopkins	Chris Zavadlov	
Title	West Coast Regional Director	President & Chairman	
Address	15 Millpark Ct.	14006 NW 3rd Ct., Ste. 101	
City, State & Zip	Maryland Heights, MO 63043	Vancouver, WA 98685	
E-mail address	d.hopkins@epsll.com	chris.zavadlov@powerte.com	
Phone	(702) 802-9668	(360) 597-2800	
Contact for Proposal	Devin Hopkins	John Matthews	
Title	West Coast Regional Director	Sales Manager	
Phone	(702) 802-9668	(714) 392-3155	
Fax	(858) 566-6357	(714) 507-2799	
E-mail address	d.hopkins@epsll.com	john.mathews@powerte.com	
Addendum #1	Acknowledged	Acknowledged	
Addendum #2	Acknowledged	Acknowledged	
Pre-Proposal Meeting Attendance	No	Yes	
Vendor Application Form	Included	Included	
Ex Parte Communications Certificate	Included - Nothing to Report	Included - Nothing to Report	
Price Proposal Form	Included	Included	
Disclosure of Government Positions	Included - None	Included - None	
Disqualification Questionnaire	Included - No	Included - No	
Agreement Exceptions	Exceptions Noted	Exceptions Noted	
References	Included	Included	
Proposal received on	5/23/2017	5/25/2017	
Time	9:22 a.m.	8:31 a.m.	
5 Hard Copies & 1 Electronic Copy	Included	Included	
Total Estimated Annual Price	\$150,535.00	\$296,498.00	
Rankings According to Price	1	2	

CITY OF BANNING - ELECTRIC UTILITY DEPARTMENT

RFP NO. 17-020 - ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

EMPLOYEE/LABOR CLASSIFICATION	ELECTRIC POWER SYSTEMS		POWER TESTING AND ENERGIZATION	
	Total Cost		Total Cost	
1 4 kV to 17kV Circuit Breakers Maintenance	\$	23,245.00	\$	37,679.00
2 34 kV to 72 kV Circuit Breakers Maintenance	\$	19,845.00	\$	7,111.00
3 Transformer Testing	\$	28,005.00	\$	26,282.00
4 Protective Relay Testing	\$	22,395.00	\$	127,475.00
5 Voltage Regulators Testing	\$	8,625.00	\$	50,184.00
6 Capacitor Banks Testing	\$	12,365.00	\$	2,006.00
7 Oil Testing - Once per year for three (3) years	\$	11,450.00	\$	27,916.00
8 Switch Maintenance - Once per year for three (3) years	\$	24,605.00	\$	17,845.00
Total Estimated Annual Price		\$150,535.00		\$296,498.00

ATTACHMENT 3
VENDOR PROPOSAL & RATE SHEETS

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

SUMMARY OF QUALIFICATION

Electric Power Systems

For

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

For

CITY OF BANNING

May 22, 2017

ELECTRIC POWER SYSTEMS

7925 Dunbrook Rd, Suite G

San Diego, CA 92126

Phone: (858) 566-6317 or (702) 802-9668

d.hopkins@epsii.com

www.epsii.com

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES



Industry Leading Experts

Electric Power Systems is a NETA Certified, Independent Electrical Testing & Engineering Organization. We specialize in commissioning, start up, and maintenance testing for Utility, Industrial, Transit, Data Centers, and Commercial Facilities. At Electric Power Systems, we are committed to promoting a culture of safety within our organization and alongside all of our clients. Our dedication to providing safe and reliable services has made us a trusted industry leader since 1977. Our company is an active member of the independent testing industry and has developed a select staff of technicians with a broad spectrum of capabilities to meet any testing needs. Our professional personnel, with their extensive field experience, have contributed to the successful completion of major projects throughout the world and our continued expansion throughout the United States.

Our People

As a full member of the International Electrical Testing Association (NETA), all of our Technicians are required to be tested to demonstrate their knowledge in several categories including safety and independent electrical testing methods. In addition, Electric Power Systems has an in house safety and training program to further the knowledge of all of our personnel and to ensure they continue to work safely and effectively even with the changing technology they are presented with.

ELECTRIC POWER SYSTEMS
ELECTRICAL TESTING & ENGINEERING

7925 Dunbrook Rd. Suite G

San Diego, California 858-566-6317

May 22, 2017

Substation Maintenance
City of Banning
RFP # 17-020

Dear Jennifer:

Enclosed you will find the Submittal package for the City of Banning RFP 17-020. All testing will be performed in accordance with the scope and specifications contained within RFP 17-020 and Addendum #1.

The total lump sum price for the specified work is One Hundred Fifty Thousand, Five Hundred and Thirty Five Dollars (\$150,535).



Sincerely,

Devin Hopkins

Devin Hopkins
Electric Power Systems Inc.
West Coast Regional Director



REQUEST FOR PROPOSAL
ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Electric Power Systems International

Contact Person for Agreement: Devin Hopkins

Corporate Mailing Address: 15 Millpark Ct

City, State and Zip Code: Maryland Heights, MO 63043

E-Mail Address: d.hopkins@epsii.com

Phone: 702.802.9668 Fax: 858.566.6357

Contact Person for Proposals: Devin Hopkins

Title: West Coast Regional Director E-Mail Address: d.hopkins@epsii.com

Business Telephone: 858.566.6317 Business Fax: 858.566.6357

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Charlie Reed</u>	<u>CEO</u>	<u>314-753-1323</u>
<u>Steve Reed</u>	<u>V/P</u>	<u>314-218-2744</u>
<u>Tom Reed</u>	<u>CFO</u>	<u>314-616-8049</u>
<u>Greg Bartlett</u>	<u>Safety Director</u>	<u>330-460-3706</u>
<u>Lyle Rohlf</u>	<u>Contracts</u>	<u>314-218-2774</u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 43-1906416

City of Banning Business License Number: _____

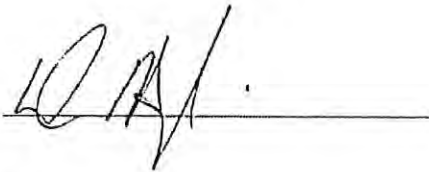
(If none, you must obtain a Banning Business License upon award of contract.)

City of Banning Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the 17-020 Electrical Substation Equipment Maintenance Testing Services RFP at any time after April 28, 2017.

A handwritten signature in black ink, appearing to be "W. M.", is written over a horizontal line.

OR

I certify that Proposer or Proposer's representatives have communicated after April 28, 2017 with a City Councilmember concerning the 17-020 Electrical Substation Equipment Maintenance Testing Services RFP. A copy of all such communications is attached to this form for public distribution.

PRICING PROPOSAL FORM

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

Provide total estimated pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper, to include hourly rates. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Task	Description	Total Cost
1	4 kV to 17kV Circuit Breakers Maintenance	\$ 23,245
2	34 kV to 69 kV Circuit Breakers Maintenance	\$ 19,845
3	Transformer Testing	\$ 28,005
4	Protective Relay Testing	\$ 22,395
5	Voltage Regulators Testing	\$ 8,625
6	Capacitor Banks Testing	\$ 12,365
7	Oil Testing - Once per year for three (3) years	\$ 11,450
8	Switch Maintenance - Once per year for three (3) years	\$ 24,605
Total Price		\$ 150,535

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

DISQUALIFICATION QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Michael Gallo
Operations Manager

Employee Summary:

Mr. Gallo has over 10 years of experience in Engineering, commissioning, troubleshooting, maintenance, and testing of High Voltage protection systems and equipment 15kV-345kV. Served as P&C Field Engineer performing testing and commissioning activities on projects including transformer maintenance, relay change outs, breaker replacements, protective scheme enhancements, communications upgrades, and more.

Education:

B.S. in Electrical Engineering - University of Miami, FL
Relay Protection Systems I & II - University of South Florida

Certifications:

NETA Level 3 Certification
PE License for State of CT - PEN.0028729
SEL University – PROT401 & Other Courses

Experience:

Extensive knowledge of digital IED relays and protective equipment schemes. Capable of testing and troubleshooting a broad range of relays from obsolete electromechanical relays to the most up to date IED relay package. Organized and carried out maintenance timelines for NERC & FERC compliance. Performed switching on a regular basis with FP&L. Conducted relay testing, including end to end scheme testing. Experienced in designing Doble, ProTest, and Protection Suite relay test procedures for all relays. Supervised and participated in the commissioning and testing of several 115kV and 345kV substations to include circuit breakers, MOD and manual switches, transformers, and protective equipment. Thorough knowledge of working from blue prints and schematics.

Training:

SEL University – PROT401 & Other Courses
GE Factory Training – UR Relay Series
Doble Factory Training – ProTest, F6150, F6300

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Scott Robinson

Employee Summary:

Mr. Robinson is a highly organized, customer and detail oriented individual with 16 years of experience. Testing, troubleshooting and repairing equipment and complex systems in the Power/Utility Industry. Knowledgeable on Accelerator, Enervista, WinECP, Protest and RTS, on Doble equipment (M4000, 2200, 6150/6300). Programmed and tested Beckwith, GE, ABB and Siemens relays. Did NETA testing of ATS's, Transformers, Regulators, Low and Medium Voltage Circuit Breakers, CT's, PT's, Power and Protection Relays, Switchgear, Grounding, Surge Arrestors and Ground Fault Systems. He was also in the US Navy as a Nuclear Electronics Technician (ET3-LTJG) worked on all digital and electrical components associated with reactor plant protection, he was in charge of training for the division, lead troubleshooter for the division, and was accepted to OCS and became an officer.

Education:

Nuclear Engineering
Thomas Edison State College - Trenton, NJ

Certifications:

NETA Level IV Certified
MSHA
OSHA 10
First Aid & CPR

Experience:

Field Engineering
Project Management
Power Plant Maintenance & Shutdowns
Substation Maintenance & Commissioning
NETA ATS and MTS testing

Training:

NETA Level IV Certified
MSHA
OSHA 10
First Aid & CPR

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Phil Conard

Employee Summary:

Phil Conard is a testing supervisor with experience performing acceptance and maintenance testing, troubleshooting, and repairs on low and medium voltage electrical equipment. Experienced in performing system testing on ground fault protection systems and full functional system testing of medium voltage substations. He is well versed in the use of a wide range of test equipment such as Doble test sets (M4000, M2H, 2350, 2500), Manta, Time Travel Analyzer, AC, DC, VLF high potential test sets, Elite load monitors, Mikron and Fluke Ti-40 series IR cameras, etc.

Education:

Naval Nuclear Engineering
Naval Nuclear Training Command,
Goose Creek, South Carolina 2002

Certifications:

NETA CERTIFIED TECHNICIAN

Inter-National Electrical Testing Association, Inc.
NETA Level III, 2015

NETA CERTIFIED TECHNICIAN

Inter-National Electrical Testing Association, Inc.
NETA Level II, 2009

DOBLE BASIC RELAY THEORY AND TESTING (2253/6150)

Doble Engineering
Santa Fe Springs, California September 2008

DOBLE M4000 POWER FACTOR AND CAPACITANCE TESTING

Doble Engineering
Santa Fe Springs, California May 2008

ELECTRONIC AUXILIARY CONTROL MAINTENANCE

Naval Engineering
NORIS Naval Station Coronado, California February 2004

SHIP'S FORCE MACHINERY VIBRATION ANALYSIS AND MONITORING

DLI Engineering Corporation
Bangor, Washington July 2004

MACHINERY VIBRATION DATA COLLECTION

DLI Engineering Corporation
Bangor, Washington July 2004

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Phil Conard

Experience:

16 YEARS

(Military Experience: 6 yrs, U.S. Naval Nuclear Engineering)

Training:

RELAY TRAINING AND TESTING SIMULATIONS

Hands on Relay School

Washington State University, Washington 2011

CUSTOMIZED INFRARED SURVEY TRAINING

Electrical Reliability Services

Santa Ana, California April 2008

PROJECT MANAGEMENT TRAINING

Electrical Reliability Services

San Diego, California May 2007

BASIC TECHNICAL TRAINING

Electrical Reliability Services

Denver, Colorado November 2006

CAL OSHA 10

CPR/AED Certified

ERS Project Management

Doble M400 Power Factor

ERS Infrared Survey

Doble Relay Theory and Testing

WSU Hands On Relay Testing and Simulations

OSHA 30 Hour Safety

MHSA Mine Safety

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Geoff Josephson

Employee Summary:

Mr. Josephson has 4 years' experience. He is Skilled with using professional software, such as Microsoft Office, Modelsim, Xilinx, OpenModelica, and Git. Experienced in working with various operating systems. Basic programming in C, C++, MATLAB, Modelica, and Verilog. He is experienced with electronics including FPGA, PCB, and breadboards. Fluent in English, intermediate in Spanish. He has worked an internship in China as a product design trainee. An international company designing and producing parts for consumer product companies. Ran electrical experiments, collected and organized data, and created technical reports regarding various products.

Education:

University of California Santa Barbara
Bachelor of Science in Electrical Engineering

Certifications:

MSHA
OSHA 10
First Aid & CPR

Experience:

Field Engineering

Training:

MSHA
OSHA 10
First Aid & CPR

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Milo Ong

Employee Summary:

Mr. Ong has 8 years' experience in Test Equipment, Transformer, Insulation Resistance, Power Distribution Systems, Infrared Scan, Low and Medium Voltage Circuit Breaker, Electrical Safety for OSHA 1910 and NFPA70E, Grounding System. Awareness Training for associates, Defensive driving, Hazard Communication, Lockout and Tag-out, Noise Exposure/Hearing Conservation and Compress Gas, Arc flash Safety, Seal and Flooded Battery. CPR, and Basic Relay.

Education:

B. S. Electrical Engineering,
Adamson University,
Manila, Philippines

Certifications:

NFPA 70E & Arc Flash
NETA III
MSHA
OSHA 10
First Aid & CPR

Experience:

Performs acceptance and maintenance electrical testing of electrical equipment, such as Low Voltage and Medium Voltage Circuit Breaker, Disconnect Switches, Load Interrupter Switches, SF6 Switches, Transformer, Instrument transformer, Ground Fault System, Grounding, Cable Hipot, cable meggering, Motor control Center, Automatic Transfer Switches, Manual Transfer Switches. All testing conforming to the NETA, NFPA, IEEE, ANSI, and other standard specifications and requirements. Perform settings of Circuit Breakers according to the Short Circuit coordination studies. Leading new jobs and communicates with the jobsite superintendent or contact person, on how to plan the job effectively and safely. Coordinates with the service coordinator and other personnel's on the project.

Training:

NFPA 70E & Arc Flash
NETA III
MSHA
OSHA 10
First Aid & CPR

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

Dan Tyvoll
Project Manager

Employee Summary:

Mr. Tyvoll is a highly organized, customer and detail oriented individual with 22 years of experience. Testing, troubleshooting and repairing equipment and complex systems in the Power/Utility Industry. Knowledgeable on Accelerator, Enervista, WinECP, Protest and RTS, on Doble equipment (M4000, 2200, 6150/6300). Programmed and tested Beckwith, GE, ABB and Siemens relays. Did NETA testing of ATS's, Transformers, Regulators, Low and Medium Voltage Circuit Breakers, CT's, PT's, Power and Protection Relays, Switchgear, Grounding, Surge Arrestors and Ground Fault Systems. He was also in the US Navy Nuclear power program maintained ship generation and electrical distribution.

Education:

3 Years Grossmont CC
2 Years UCSD BSEE

Certifications:

NETA Level IV Certified
MSHA
OSHA 10
First Aid & CPR

Experience:

Field Engineering
Project Management
Power Plant Maintenance & Shutdowns
Substation Maintenance & Commissioning
NETA ATS and MTS testing

Training:

NETA Level IV Certified
MSHA
OSHA 10
First Aid & CPR

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

**Isidro Marcos
Field Technician**

Employee Summary:

Mr. Marcos has a B.S. in mechanical engineering from foreign country and awarded bachelor degree in the United States Air Force. Has 2 year experience in electrical equipment testing including various type of electric breakers, switches and transformers. Employee has additional 10 year experience in management and customer service."

Education:

1980 – 1987 Bachelor Degree in Mechanical Engineering, University of the Philippines, Manila Philippines

Certifications:

OSHA 10 Certified, Training date 9 June 2015
FIRST AID, Valid until 2018
CPR/AED, Valid until 2018
ARC FLASH AND SAFETY TRAINING, Training date 26 Sep 2006
NFPA 70E Electrical Safety, Training date 12 Nov 2016

Experience:

Perform acceptance and maintenance testing procedures on various electrical breakers and transformers. Perform infrared testing on energized electrical systems.

Training:

OSHA 10 Certified, Training date 9 June 2015
FIRST AID, Valid until 2018
CPR/AED, Valid until 2018
ARC FLASH AND SAFETY TRAINING, Training date 26 Sep 2006
NFPA 70E Electrical Safety, Training date 12 Nov 2016

CERTIFICATE OF ACCREDITATION

is hereby granted to
Electric Power Systems, Inc.
San Diego, CA

AS RECOGNIZED BY THE
INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
01/01/2017 - 01/31/2018



Ken Bassett
Ken Bassett
Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
3050 OLD CENTRE - SUITE 102 - PORTAGE, MI 49024 - WWW.NETAWORLD.ORG

NETA

NETA CERTIFIED TECHNICIAN

This certificate is hereby awarded to

MICHAEL GALLO
Electric Power Systems, Inc.

for achieving status as a NETA
LEVEL III
Certified Technician

1/01/2017 – 1/31/2018

AS RECOGNIZED BY THE

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION



Ken Bassett
Ken Bassett
Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
3050 Old Centre - Suite 102 - Portage, MI 49024 - WWW.IETA.WORLD.ORG

NETA

NETA CERTIFIED TECHNICIAN

This certificate is hereby awarded to

SCOTT ROBINSON
Electric Power Systems, Inc.

for achieving status as a NETA

LEVEL IV

Certified Senior Technician

1/01/2017 - 1/31/2018

AS RECOGNIZED BY THE

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION



Ken Bassett
Ken Bassett
Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
3050 OLD CENTRE - SUITE 102 - PORTAGE, MI 49024 - WWW.NETAWORLD.ORG

NETA

NETA CERTIFIED TECHNICIAN

This certificate is hereby awarded to

PHILIP CONARD
Electric Power Systems, Inc.

for achieving status as a NETA
LEVEL III
Certified Technician

1/01/2017 - 1/31/2018

AS RECOGNIZED BY THE

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION



Ken Bassett
Ken Bassett
Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
3050 OLD CENTRE - SUITE 102 - PORTAGE, MI 49024 - WWW.NEIAWORLD.ORG

NETA

NETA CERTIFIED TECHNICIAN

This certificate is hereby awarded to

MILO ONG

Electric Power Systems, Inc.

for achieving status as a NETA

LEVEL III

Certified Technician

1/01/2017 - 1/31/2018

AS RECOGNIZED BY THE

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION



Ken Bassett

Ken Bassett

Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION

3050 Old Centre - Suite 102 - Portage, MI 49024 - www.netaworld.org

Qualifications

Projects References:

Mustang Solar – Leemore, CA

Client Name: Blattner Energy

Project Description: Do pre-commissioning and commissioning checks of the substation and work with PG&E to place in service.

Project Start and End Dates: 12/28/2015 – 10/6/2016

Client Project Manager info: Brody Chapman (Site Manager), (320) 290-6741,
BrodyC@blattnerenergy.com

VTB/Bart Project – San Jose, CA

Client Name: Aldridge Electric

Project Description: Do all testing, pre-commissioning and commissioning checks of the 115kv portion of 2 substations.

Project Start and End Dates: 06/08/2015 – 10/25/2016

Client Project Manager info: Elliott Vantrease, (847) 975-9896, evantrease@aldridgegroup.com

Dillon Substation – Beaumont, CA

Client Name: Iberdrola Renewables

Project Description: Do all testing and maintenance of substation equipment. Verify all substation protection schemes and do a full replacement of SEL feeder relay.

Project Start and End Dates: 11/7/2016 – 11/19/2016

Client Project Manager info: Josh Greene, (503) 307-8715, josh.greene@avangrid.com

Mountain View Substation – Borrego Springs, CA

Client Name: Soitec

Project Description: Perform maintenance testing on Substation equipment and switchgear per customers request and NERC plan.

Project Start and End Dates: 9/19/2016 – 10/7/2016

Client Project Manager info: Joseph Thorpe, (661) 802-2651, joseph.thorpe@soitec.com

Rosemond Substation – Rosemond, CA

Client Name: Sunpower

Project Description: Do all testing, pre-commissioning and commissioning.

Project Start and End Dates: 9/5/2016 – 11/4/2016

Client Project Manager Info: Matt Geddings, (731) 695-9287, matthew.geddings@sunpowercorp.com

Methodology

All on site personnel are NETA, LOTO, and NFPA70E trained and certified. EPS works with the customer to implement a proper isolation and LOTO of the equipment and substation under test. We have a dedicated NETA IV as a project manager, who uses his experience as well as his Human Performance training and the input from his team to ensure a safe job site and to eliminate the risk of any unplanned trips.

This level IV project manager will be in charge of ensuring the entire scope is tested per the specifications provided. The project manager will notify the customer immediately after any issues or equipment that is not testing per spec or manufacturers specifications. This allows the customer the maximum amount of time to decide how they would like to proceed in re-energizing the substation.

The schedule can be made and reviewed with the customer when more information is available.

EPS will need the City staff to have and execute a switching order based on the Scope of Work and configuration of the yard. The City staff will also be in charge of hanging safety grounds to ensure all work is safe. EPS has a safety policy of working between grounds to ensure no Shock hazard exists. The City staff will need to re-energize the substation when EPS is complete, has removed our locks, and is clear from the yard. During the initial switching and the re-energization EPS can assist with switching, but cannot physically change the state of any device without a release of liability signed by the City.

Disclosure

Electric Power Systems International, Inc has no known past or current business or personal relationships with City of Banning elected officials, appointed officials, City employees, or family members thereof.

Background and Project Summary

The City of Banning, centrally located to Electric Power Systems (EPS) offices in San Diego, Las Vegas and Orange County desires regular electrical maintenance testing performed on medium and high voltage devices, including Transformers, Relays, Circuit Breakers, Capacitor Banks, Voltage Regulators and Switches at four City substations.

EPS will perform the testing as prescribed in the provided RFP in a competent, safe and efficient manner, using only experienced, qualified NETA personnel and the latest, calibrated instruments, with the goal of ensuring completion of the project with minimal interruptions to the operations of the City.

Financial Capacity

Electric Power Systems International, Inc is a privately held company and can discuss financial details upon receiving award of the contract.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND**

This AGREEMENT is entered into this ____ day of _____, 20____, by and between the CITY OF BANNING, a general law city a municipal corporation ("CITY") and _____, a California corporation ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. **CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$ _____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. 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 _____, 20__ 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 reasonable acceptable to the~~ 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 ~~caused by 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 reasonable~~ 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>ATTN: City Manager</u>	ATTN: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to

perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

MICHAEL ROCK, CITY MANAGER

By:

NAME:
TITLE:

By:

NAME:
TITLE:

ATTEST:

Marie A. Calderon, City Clerk

Tax ID No.

APPROVED AS TO FORM:

John C. Cotti, Interim City Attorney

Two signatures are required if a corporation

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

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

State of California

County of _____

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public _____

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

0Corporate Officer-Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

D Trustee O Guardian or Conservator

D Other: _____

Signer Is Representing: _____

Signer's Name: _____

0 Corporate Officer - Title(s): _____

O Partner — D

Limited 0 General

<input type="checkbox"/> Individual	<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee	<input type="checkbox"/> Guardian or Conservator

O Other: _____

Signer Is Representing: _____

ELECTRIC POWER SYSTEMS

ELECTRICAL TESTING & ENGINEERING
1100 West Town & Country Rd.
Orange, CA 92868
(702)802-9668



TIME AND MATERIAL RATES EMERGENCY WORK For City of Banning

LABOR RATES

Labor (per hour):	Straight Time	Overtime (1.5/ 2.0)	Travel
Relay Engineer / Tech	\$225.00	\$285.00 / \$325.00	\$180.00
Substation / Field Technician	\$200.00	\$250.00 / \$290.00	\$180.00

Minimum 4 hour billing per day including wait time and delays beyond the control of EPS personnel.

Oil samples \$150 per sample plus field labor. (Analysis and results included)

Materials markup: Up to 35%

TRAVEL RATES

Per Diem:

Meals	\$42.00/man/day
Hotel	At Cost.
Flights	At Cost.
Rental Car	At Cost.

ELECTRIC POWER SYSTEMS

ELECTRICAL TESTING & ENGINEERING
1100 West Town & Country Rd.
Orange, CA 92868
(702)802-9668



TIME AND MATERIAL RATES O&M WORK For City of Banning

LABOR RATES

Labor (per hour):	Straight Time	Overtime (1.5/ 2.0)	Travel
Relay Engineer / Tech	\$185.00	\$250.00 / \$300.00	\$150.00
Substation / Field Technician	\$170.00	\$230.00 / \$270.00	\$150.00

Minimum 4 hour billing per day including wait time and delays beyond the control of EPS personnel.

Oil samples \$150 per sample plus field labor. (Analysis and results included)

Materials markup: Up to 35%

TRAVEL RATES

Per Diem:

Meals	\$42.00/man/day
Hotel	At Cost.
Flights	At Cost.
Rental Car	At Cost.

ATTACHMENT 4
LEGAL ADVERTISEMENT

City of Banning

Request for Proposals for RFP 17-020 Electrical Substation Equipment Maintenance Testing

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Banning to wit: The City Clerk, P.O. Box 998, Banning, California 92220-0998, on or before the hour of **10:00 a.m. on May 23, 2017.**

It shall be the responsibility of the offeror to deliver his proposal to the City Clerk's office by the announced time. Delivery Location: City of Banning, City Hall, 99 East Ramsey St. (City Clerk's Office), Banning, California 92220.

The Proposals shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Offeror's Business Name, Proposer Identity— Request for Proposals for **RFP 17-020 Electrical Substation Equipment Maintenance Testing** and the due date. Proposals will not be publicly opened.

The **Request for Proposals (RFP No. 17-020)** may be downloaded from the City of Banning website at <http://ci.banning.ca.us/bids.aspx>.

If you have additional questions, please contact Jennifer McCoy, via e-mail at jmccoy@ci.banning.ca.us

City of Banning

99 E. Ramsey St.

P.O. Box 998

City Clerk's Office

Banning, CA 92220-0998

Phone: 951-922-3121

Fax: 951-922-3165

Publish: April 28, 2017 and May 5, 2017

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

143325 RFP17-020

State of California)
County of Riverside) ss.

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

April 28, May 5, 2017

Executed on: 05/05/2017

At Banning, CA

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



Signature

City of Banning
Request for Proposals for RFP 17-020 Electrical Substation Equipment Maintenance Testing
NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Banning to wit: The City Clerk, P.O. Box 998, Banning, California 92220-0998, on or before the hour of 10:00 a.m. on May 23, 2017.
It shall be the responsibility of the offeror to deliver his proposal to the City Clerk's office by the announced time. Delivery Location: City of Banning, City Hall, 99 East Ramsey St. (City Clerk's Office), Banning, California 92220.
The Proposals shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Offerors Business Name, Proposer Identity Request for Proposals for RFP 17-020 Electrical Substation Equipment Maintenance Testing and the due date. Proposals will not be publicly opened.
The Request for Proposals (RFP No. 17-020) may be downloaded from the City of Banning website at <http://ci.banning.ca.us/bids.aspx>.
If you have additional questions, please contact Jennifer McCoy, via e-mail at jmccoy@ci.banning.ca.us
City of Banning
99 E. Ramsey St.
P.O. Box 998
City Clerks Office
Banning, CA 92220-0998
Phone: 951-922-3121
Fax: 951-922-3165
Publish: April 28, 2017 and May 5, 2017
Published in
The Record Gazette
No. 143325
04/28, 05/05, 2017

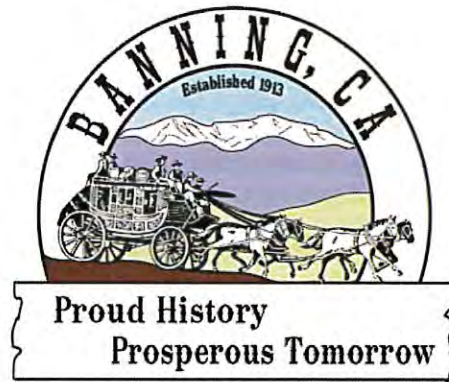
ATTACHMENT 5

VENDOR LIST

**RFP NO. 17-020 ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING
VENDOR LIST**

	COMPANY	CONTACT	TELEPHONE	EMAIL ADDRESS	COMMENTS
1	GE Energy Management	Diego Villamizar	858-859-7754	diego.villamizar@ge.com	
2	LD Supply	Lisa D'Alessio	619 852-7989 (cell) 619-500-7004	Lisa@lisdadalessio.com ldalesio@ldsupply.co	additional email & phone
3	Pacific International Electric Company Inc.	Roxanne Medina	714-990-9280	roxanne@pacificindustriallectric.com	
4	Seamorgh Energy	Andre Moshi	209-380-2698	andre@seamorghenergy.com	
5	SOLLID Power Systems, Inc.	Gilbert Tang	559-419-0404	gilbert@solldpower.com	
6	Solomon Corporation	Jed Smith	800-234-2867 Ext. 487	jsmith@solomoncorp.com	
7	TJR Resources, Inc	Tom Murphy	888-423-7789	tom.murphy@tjrresources.com	
8	Vistam, Inc.	Roxy Sagisi	562-912-7779	roxy@vistam.com	

ATTACHMENT 6
RFP 17-020 DOCUMENTS



REQUEST FOR PROPOSAL
FOR
17-020
ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

CITY OF BANNING
Electric Utility Department
99 East Ramsey Street
Banning, California 92220

Released on April 28, 2017

REQUEST FOR PROPOSAL (RFP) NO. 17-020

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Design Services for Repplier Park Parking Lot Landscape Improvements.

Sealed proposals shall be received by the City of Banning to wit: The City Clerk, 99 E. Ramsey St., Banning, California 92220, on or before the hour of **10:00 a.m. on May 23, 2017**.

It shall be the responsibility of the proposer to deliver his proposal to the City Clerk's office by the announced time. Delivery Location: City of Banning, City Hall, 99 East Ramsey St. (City Clerk's Office), Banning, California 92220.

The Proposals shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Offeror's Business Name, Proposer Identity— Request for Proposals for Electrical Substation Equipment Maintenance Testing and the due date. Proposals will not be publicly opened.

The Request for Proposals (RFP No. 17-020) may be downloaded from the City of Banning website at <http://ci.banning.ca.us/bids.aspx>.

A **Pre-Proposal Meeting will be held on May 10, 2017 @ 10:00 a.m.** at 176 Lincoln St., Banning, CA 92220 to discuss the Description of Work. Site walkthrough will immediately follow. Attendance of the pre-proposal meeting is **non-mandatory**.

1. BACKGROUND

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	April 28, 2017
Pre-Proposal Meeting (Non-Mandatory)	May 10, 2017 at 10:00 a.m.
Deadline for Written Questions	May 12, 2017 by 3:00 p.m.
Responses to Questions Posted on Web	May 17, 2017 by 5:00 p.m.
Proposals are Due	May 23, 2017 by 10:00 a.m.
Interview (if held)	The Week of June 5, 2017
Approval of Contract	June 15, 2017 (Tentative)

All dates are subject to change at the discretion of the City.

3. SCOPE OF WORK

CITY OF BANNING ELECTRICAL SUBSTATIONS TECHNICAL REQUIREMENTS - TESTING REQUIREMENTS

Scope

The electrical testing requirements detailed in this document apply to the equipment and systems listed below:

Testing to include the following:

San Gorgonio, Midway, 22nd & Sunset Substations excluding Airport and Alola

Station Auxiliary Power

34/12kV ...7.5, 10, 25 MVA Transformers

AREVA 72.5 / KV34kV Gas Insulated Switchgear (GIS) Circuit Breaker

ABB 38 KV Gas Insulated Switchgear (GIS) Circuit Breaker

ABB ADVAC 15KV Vacuum Circuit Breaker

Westinghouse Type R3 Vacuum Circuit Breaker

ABB Type R4 Vacuum Circuit Breaker

Square D 15 VACARC, Vacuum Circuit Breaker

GE Type VB1, Metalclad switchgear Vacuum Circuit Breaker

SEL, Westinghouse, ABB Protective Relaying and Control

Transformer Testing

LTC Testing and Maintenance

Power Factor testing

Sudden Pressure Ratio and Polarity (Voltage Method or TTR)

Power Transformers (>1 MVA) be tested with TTR test set.

Impedance DC winding resistance

Megger and Power Factor windings, bushings and arrestors.

Voltage Regulator Testing

TTR transformer Turns Ratio

Impedance DC winding resistance

Megger and Power Factor windings, bushings and arrestors.

Note: (2) Spare voltage regulators located in Utility Yard will be Included for testing along with (12) in service at San Gorgonio Substation and (12) in service Midway Substation, (26) Single Phase Regulators total. Regulators will be removed from service as needed for testing purposes.

General Testing Requirements

When work covered under this specification is subcontracted, the Electrical Testing Contractor/Subcontractor, shall be approved by City of Banning.

Safety

Personnel Protective Equipment (PPE) requirements shall be complied with by all contractors and sub-contractors on site.

Daily, a record of safety briefing shall be taken and attended by all contractors and sub-contractors on the site. This briefing shall include all testing and activities to be performed.

At the beginning of any tasks performed there shall be a safe work plan created to describe the hazards and actions in case of emergency of the specific task. Also any time a new task is initiated there shall be a new safe work plan created with all personnel being briefed and handed a safe work plan.

If the Electrical Testing Contractor causes inadvertent tripping, the contractor shall promptly call the City of Banning Electrical Systems Operation office and explain the incident to allow the dispatcher to restore equipment that has tripped. Following the incident a member from the City of Banning Substation Field Test Technicians (or other designated Banning representative) will interview you to determine root cause.

Following the interview by City of Banning will request a report to be generated concerning root-cause and preventative measures.

Electrical Testing Contractor shall maintain a detailed daily activity log.

Electrical Testing Contractor Project Testing Lead shall meet with City of Banning Substation Field Test Technicians / Operations Manager weekly or as established for the project to discuss planned work. Items covered shall include safety, system integrity, outage arrangements, and construction site change of conditions and coordination of testing activities.

Test data shall be recorded electronically on data sheets by the Electrical Testing Contractor and made available to City of Banning Substation Field Test Technician / Construction daily for review.

Coordination / Availability

The Electrical Testing Contractor's Project Testing Lead SHALL be present during livening and cutovers.

Electrical Testing Contractor shall arrange equipment outages through the City of Banning Electric Systems Operations organization, as applicable.

Given by City of Banning for livening and cutovers.

Testing to demonstrate shorts or grounds will not be introduced.

Support an evaluation of risks associated with an installation activity.

Identification of protective trips that may need to be pulled.

City of Banning Substation Field Test Technician /Testing Contractor Interface- The following summarizes the delegation of work:

Breaker Testing Requirements

Measure main contact resistance.

Verify mechanical and electrical interlocks.

Operate manually close.

Operate manually open.

Test electrically open:

Proper operation

Timing open

Motor current

Function of motor operated grounding switch (combined units only)

Test electrically close:

- Proper operation
- Timing close Motor current
- Function of motor operated grounding switch (combined units only)
- Test functionally all control circuits to schematic diagrams.
- 34.5 KV Fast Acting Grounding Switches (GIS)
- Record nameplate data.

Perform physical inspections:

- For external damage
- Operating mechanism elements
- Auxiliary switches
- Electrical plug-connections
- Measure main contact resistance.
- Set all indication cams.
- Verify mechanical and electrical interlocks.
- Operate manually close.
- Operate manually open.

Test electrically open:

- Breaker is to operate as listed with manufactures specifications and guidelines
- For equipment in reliable good working order

Battery Testing:

DC power supply:

- Station Battery
- Perform all tests recommended by the battery manufacture
- Record cell voltages.
- Record cell Specific Gravity.
- Record all inter-cell resistance.
- Record cell temperatures and ambient temperature (for calibration of test calculations).
- Perform Battery Impedance Test.

Battery Charger:

- Record and verify nameplate data.
- Functionally test battery charger control circuit.
- Verify battery charger alarms go to SCADA.
- Verify battery charger is capable of producing rated output and set current limit.

Battery Equipment:**San Gorgonio Substation**

Batteries Liberty 100
 Battery Charger CD Technologies Model ARE130AC25F
 DC 132 Volts
 DC Amps 25
 Model No. LPS-015107
 San Gorgonio Substation
 Batteries Liberty 100 12.2VDC 10 Jars

22nd St. Substation

Battery Charger
 CD Technologies Model ARE130AC35F
 AC 120/208/240
 AC Amps 50/29/25
 DC Volts 132 DC Amps 35
 Batteries C&D Technologies MS Endure 2.2 Volt DC 60 Jars

Midway Substation

Battery Charger
 Hindle Power Model AT10130025F240XXXXXXXXXX
 AC Volts 120/208/240
 AC Amps 49/29/25
 DC Volts 130
 DC Amps 25
 Batteries RPS HCTA-200
 2.2 Volt DC 60 Jars

Sunset Substation

Battery Charger
 LaMaarche TPSD-25-130V-ABD1-60L
 Output Amps 25
 AC Volts 120/208/240
 DC Volts 130
 DC Amps 43/25/22
 Batteries C&D Lead Calcium 3DJ-2001.25 Specific Gravity
 6.6 Volts DC 20 Jars

Transformers, Circuit Breakers and Voltage Regulators:

Sunset Substation Equipment

Transformers

(2) Mfg. Delta Star

Delta Wye
 3 Phase 60 Hz
 Delta Star 34500 X 69000 12470 / 7200 – 15/20//25 MVA
 Class ONAN/ONAF/ONAF
 Imp 8.5% 110BIL
 LTC CT-I Ratio 1800/5 100 Gallons of Oil
 Instruction Manual F728110 Rev 0
 SN F72820607
 SN F72810607 Mfg. 06/2007

Breakers

(6) Areva type D SF6 GIS Breakers T1-72.5F1

72.5 KV 2000 Amp Type DT1-72.5F1
 Instruction book No. DT09FK-IM Part list No. DT09A1799 Mfg. 3/07

(10) GE Power Vacuum Circuit Breakers

ML 18 Mechanism
 Type VB-1 13.8-750-3
 15KV 1200Amp Vac. Int. Type 41A2
 Type PVSE1A1A2202D1A2 Instruction Manual GEK86132 Mfg. 10/07

22nd St. Substation Equipment

Transformer

(1) Waukesha Class ONAN/ONAF 3 Phase Transformer
 HV 34500
 LV 12470/7200
 Serial # A4869T Mfg. 2003
(1) Load Tap Changer Type UZDRT Serial UO304-10
 600 Amp 100 Gallons of oil
 Mfg. Year 2003

Breakers**(1) ABB 38 KV SF6 Type 38PM31-12**

1200 Amp

Instruction Manual 33-200A

Mfg. 5/03

(4) ABB ADVAC

AA241777xx000U0

Serial No. CS00812A0101010503

15 KV

1200 Amp

Instruction Bulletin 6.2613.7-1

Mfg. 5/03

Midway Substation Equipment**Transformers****(2) Westinghouse Three Phase type SL Transformers**

34400-12470 /7200

10.5 MVA Serial PCP -90352

10.5 MVA Serial PCP -90351

34,400 to 12470

Mfg. 1972

Breakers**(2) ABB R4 Vacuum Circuit Breakers**

Serial SO3F 137VBBT

Instruction Book 38-921-18

Mfg. 6/03

(1) Square D VACARC Serial 17-11864

Maintenance Manual 6065

Mfg. 7/96

(5) Westinghouse Type R-3 Vacuum Circuit Breakers Serial # 721113VB

1200 Amps 15 KV

Instruction Book 38-931-1

Mfg. Date 11/7/72

Voltage Regulators**(12) McGraw Edison Single Phase Voltage Regulator VR-32 Cooper CL-5 Control**

Class ONAN/ONAF Type A

416.3/466 ONAN

554/620 ONAF

4300 Lbs.

186 Gallons of Oil

10% range of regulation

San Geronio Substation Equipment**Transformers****(2) Westinghouse Three Phase type SL Transformers**

34400-12470/7200

10.0 MVA

Class OA FA

Serial No. SGV 5934-01

5934-02

Instruction Book PS 1001

Mfg. Date 11/4/77

Breakers**(6) Westinghouse Type R-2 Vacuum Circuit Breakers**

1200 Amps 15.5 KV

Serial No. 78K113VB

Instruction Book 38-921-5

Mfg. Date 10/11/78

(2) ABB Type R4 Vacuum Circuit Breakers

1200 Amps 15.5 KV

Serial No. SO3F136V88T

Instruction Book No. 38-921-18

Mfg. Date 06/03

Voltage Regulators**(12) McGraw Edison Single Phase Voltage Regulator VR-32 Cooper CL-5 Control**

Class ONAN/ONAF Type A

416.3/466 ONAN

554/620 ONAF

4300 Lbs.

186 Gal.

10% range of regulation

Relay Equipment

Relay settings will be provided by the City of Banning for all 34KV and 12KV protection and Control circuits are tested to insure that all are clean and are in good working order. The Electric department will provide switching when needed for Isolation and grounding on 34KV and 12KV transmission and distribution circuits.

Sunset Substation

- (10) SEL 351S Feeder Ground Overcurrent Protection Relays
- (2) SEL 551C Transformer Neutral Overcurrent Protection Relay
- (2) SEL 387E Transformer Differential and Voltage Protection Relay
- (3) SEL 421 Transformer Overcurrent and Voltage Protection Relay
- (2) 487 B Hi Side Buss Differential Protection Relay

22nd St. Substation

- (4) SEL 351 Feeder Ground Overcurrent Protection Relays
- (1) SEL 501 Duel Overcurrent Protection Relay
- (1) SEL 587 Current Differential Overcurrent Protection Relay

Midway Substation

- (2) SEL 351 Capacitor Bank Ground Overcurrent Relay
- (1) SEL 251 Ground Overcurrent Relay
- (2) ABB Type RC Automatic Recloser Instruction Leaflet 41-661.1 Style 1876019
- (8) ABB Type CO-09 Style 264C901A07 Ground Overcurrent Relay, Instruction Leaflet 41-101
- (20) Westinghouse Type CO-11 Ground Overcurrent Relay Style 1875301A
- (5) Westinghouse Type RC Automatic Recloser Type 41-661

San Gorgonio Substation

- (2) SEL 351 Capacitor Bank Ground Overcurrent Relay
- (1) SEL 251 Ground Overcurrent Relay
- (2) ABB Type RC Automatic Recloser Instruction Leaflet 41-661.1
- (8) ABB Type CO-09 Style 264C901A07 Ground Overcurrent Relay, Instruction Leaflet 41-101
- (32) Westinghouse Type CO11 Ground Overcurrent Relay
- (6) Westinghouse Type RC Automatic Recloser 41-661 Style 1876019

Required Maintenance Intervals

Equipment	Maintenance Interval
4 kV to 17kV Circuit Breakers Maintenance	Once Every Three (3) Years
34 kV to 72 kV Circuit Breakers Maintenance	Once Every Three (3) Years
Transformer Testing	Once Every Five (5) Years
Protective Relay Testing	Once Every Five (5) Years
Voltage Regulators Testing	Once Every Five (5) Years
Capacitor Banks Testing	Once Every Five (5) Years
Oil Testing	Once Each Year
Switch Maintenance	Once Each Year

The objective is to perform maintenance testing on all equipment listed at least once within a three year period. All equipment that requires annual maintenance shall have said maintenance completed one per year.

4. PROPOSAL FORMAT GUIDELINES

Interested entities or Consultants are to provide the City of Banning with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Consultant’s office located nearest to Banning, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Banning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of flash drive of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on May 23, 2017 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Banning
City Hall
Office of the City Clerk
99 E. Ramsey St.
Banning, CA 92220-0998

RE: RFP No. 17-020 Electrical Substation Equipment Maintenance Testing

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Jennifer McCoy, RFP Facilitator
jmccoy@ci.banning.ca.us

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Banning Procurement Registry, Banning - [Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than 3:00 p.m. on May 12, 2017. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Banning, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Article 4, Section 5-105 of the City's Purchasing and Procedures Policy (Policy). In accordance with the Policy, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----30%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----10%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Policy, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of June 5, 2017 and will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may

recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed

officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Addendums

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums and additional information will be posted to the Banning Procurement Registry, [Banning - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

Prevailing Wages Requirements

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations ("DIR"), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

California Department of Industrial Relations Registrations

In 2014, the California legislature enacted several laws impacting public works contracting. Senate Bill 854 (SB 854) creates changes in the way DIR monitors prevailing wage requirements. All contractors and subcontractors must register with the DIR and meet DIR requirements before bidding on public works contracts in California. No contractor or subcontractor may be awarded a contract for public work or public works project unless registered with the DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The phase-in timetable for this requirement is as follows:

- April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- January 1, 2016: The requirement for contractors and subcontractors to furnish electronic certified payroll records to Labor Commissioner will apply to all public works projects, whether new or ongoing. Public Work Contractors/Subcontractors can register with the DIR at www.dir.ca.gov/Public-Works/.

APPENDIX A



REQUEST FOR PROPOSAL

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Banning Business License Number: _____

(If none, you must obtain a Banning Business License upon award of contract.)

City of Banning Business License Expiration Date: _____

APPENDIX B

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND**

This AGREEMENT is entered into this ____ day of _____, 20__, by and between the CITY OF BANNING, a general law city a municipal corporation ("CITY") and _____, a California corporation ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. 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 _____, 20__ unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective

employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
 - D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
 - F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the

CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Banning</u>	_____
<u>99 East Ramsey Street</u>	_____
<u>Banning, CA 92220</u>	_____
<u>ATTN: City Manager</u>	<u>ATTN: _____</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to

perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

MICHAEL ROCK, CITY MANAGER

By:

NAME:
TITLE:

By:

NAME:
TITLE:

ATTEST:

Marie A. Calderon, City Clerk

Tax ID No.

APPROVED AS TO FORM:

John C. Cotti, Interim City Attorney

Two signatures are required if a corporation

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

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 _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the 17-020 Electrical Substation Equipment Maintenance Testing Services RFP at any time after April 28, 2017.

OR

I certify that Proposer or Proposer's representatives have communicated after April 28, 2017 with a City Councilmember concerning the 17-020 Electrical Substation Equipment Maintenance Testing Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

Provide total estimated pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper, to include hourly rates. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Task	Description	Total Cost
1	4 kV to 17kV Circuit Breakers Maintenance	\$
2	34 kV to 69 kV Circuit Breakers Maintenance	\$
3	Transformer Testing	\$
4	Protective Relay Testing	\$
5	Voltage Regulators Testing	\$
6	Capacitor Banks Testing	\$
7	Oil Testing - Once per year for three (3) years	\$
8	Switch Maintenance - Once per year for three (3) years	\$

Total Price	\$
--------------------	----

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."



ADDENDUM NO. 1
REQUEST FOR QUOTE

FOR

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

RFP No. 17-020
ELECTRICAL UTILITY DEPARTMENT
CITY OF BANNING

RFP Released on April 28, 2017

Addendum #1 Released on May 17, 2017

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

Please sign this Addendum where designated and return the executed copy with submission of your quote. This addendum is hereby made part of the referenced quote as through fully set forth therein.

Any questions regarding this addendum should be addressed to:

Jennifer McCoy

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

ADD TO THE FOLLOWING SECTION – BEGINNING ON PG. 11

3. SCOPE OF WORK

Capacitor Banks

Testing to be completed per manufacturers recommendations.

Midway Substation

(2) ABB LMC Type Metal Enclosed Capacitor Bank 2.0 MVAR 13.8kV Capacitor Banks

(2) ABB LMC Type Metal Enclosed Capacitor Bank 2.2 MVAR 13.8kV Capacitor Banks

San Gorgonio Substation

(2) ABB LMC Type Metal Enclosed Capacitor Bank 2.0 MVAR 13.8kV Capacitor Banks

22nd St. Substation

(2) ABB LMC Type Metal Enclosed Capacitor Bank 2.5 MVAR 13.8kV Capacitor Banks

Sunset Substation – Not Required

Switches

Switch maintenance shall be performed as needed at each substation and at least once per year. Switch maintenance may be completed in conjunction with other maintenance activities that are coordinated at each substation. Testing will mainly consist of testing recloser functionality and normal exercising of manual switches.

RFI RESPONSE TO ALL QUESTIONS IN RED

1. Can you confirm that a) none of the voltage regulators are pole mounted, and
b) they are single phase?

This is correct. None of the voltage regulators are pole mounted. They are on set on a steel base about 12" from the ground. They are all single phase.

2. Maintenance intervals are listed as 1, 3 & 5 year intervals. Are there any items subject to 5 year intervals that would NOT be due within the next 36 months?

All items listed in the Scope of Work will be subject to maintenance during this 36 month period.

3. Under item 3 "Required Maintenance Intervals" it refers to Capacitor banks and Switches. Would you provide details on the locations, quantities and configurations of any cap banks and switches to undergo service?

Please see the attached document which references Capacitor Bank and Switch Maintenance.

4. The City request the lead test tech to be present during livening/cutovers. Does the City want an estimated time rolled into each substation, or would this be handled on an hourly basis?
Please provide an estimated time for each substation. Hour rates for all personnel is also a requirement of the RFP. Therefore if additional work is needed, hourly rates may be referenced.
5. COORDINATION/AVAILABILITY states the testing contractor “shall arrange equipment outages through the City” and in RELAY EQUIPMENT states “Electric department will provide switching when needed for Isolation and grounding on 34kV and 12kV...”. Can you confirm whether the City will make the appropriate arrangements for electrical outages?
The City will make all outage arrangements when required. The testing contractor will be required to participate in the planning for coordination of work during these outages.
6. Will the City of Banning provide and install aerial grounds at overhead lines (when doing HV CBs and transformers)?
The City of Banning will install all grounds on overhead lines for maintenance.
7. Do any (34.5kV) circuit breakers have Fast Acting Grounding Switches?
No. The 34.5kV circuit breakers do not have these grounds.

All other provisions of the request for quote 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

Company Name

Typed Name and Title

Address

City State Zip



ADDENDUM NO. 2
REQUEST FOR PROPOSAL

FOR

ELECTRICAL SUBSTATION EQUIPMENT MAINTENANCE TESTING

RFP No. 17-020
ELECTRICAL UTILITY DEPARTMENT
CITY OF BANNING

RFP Released on April 28, 2017

Addendum #1 Released on May 17, 2017

Addendum #2 Release on May 23, 2017

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your quote. This addendum is hereby made part of the referenced quote as through fully set forth therein.

Any questions regarding this addendum should be addressed to:

Jennifer McCoy

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

RFP DUE DATE EXTENTION - ~~May 23, 2017~~

Proposals are now due on May 25, 2017 by 10:00 a.m.

ADDITION AND CORRECTION TO THE FOLLOWING SECTION – BEGINNING ON PG. 11

3. SCOPE OF WORK

Capacitor Banks

Testing to be completed per manufacturers recommendations.

Midway Substation

(1) ABB LMC Type Metal Enclosed Capacitor Bank 2.0 MVAR 13.8kV Capacitor Banks

(1) ABB LMC Type Metal Enclosed Capacitor Bank 2.2 MVAR 13.8kV Capacitor Banks

San Gorgonio Substation

(2) ABB LMC Type Metal Enclosed Capacitor Bank 2.0 MVAR 13.8kV Capacitor Banks

22nd St. Substation

(2) ABB LMC Type Metal Enclosed Capacitor Bank 2.5 MVAR 13.8kV Capacitor Banks

Sunset Substation – Not Required

Switches

Overhead switch maintenance shall be performed as needed at each substation and at least once per year. Switch maintenance may be completed in conjunction with other maintenance activities that are coordinated at each substation. Testing will mainly consist of testing recloser functionality and normal exercising of manual switches.

Midway Substation

(5) Westinghouse Overhead 34.5kV Switches

San Gorgonio Substation

(5) Westinghouse Overhead 34.5kV Overhead Switches

2nd St. Substation

(2) Westinghouse Overhead 34.5kV Switches

All other provisions of the request for quote 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

Company Name

Typed Name and Title

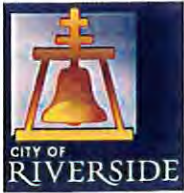
Address

City

State

Zip

ATTACHMENT 4



City of Arts & Innovation

August 8, 2014

REF: Admin 14-011

Fred Mason, General Manager
City of Banning
176 East Lincoln Street
Banning, CA 92220

RE: Maintenance work for City of Banning

Dear Mr. Mason, *Fred*

Considering manpower, materials and transportation situations, it has become difficult to justify Riverside Public Utilities Electric Operations ("Riverside") costs associated with our service to the City of Banning ("Banning").

It is, therefore, in Riverside's best interest to provide you with a 30-day notification that we will no longer be able to provide substation construction, relay and communication maintenance services.

Riverside has appreciated the professional relationship with Banning and regrets the situation that requires us to cancel these provided services.

Sincerely,

Stephen H. Badgett
Utilities Deputy General Manager / COO

cc: Pat Hohl, Utilities Assistant General Manager/Energy Delivery
Ron Cox, Electric Operations Manager



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: January 9, 2018

SUBJECT: Hold Public Hearing to Discuss and Consider Adopting Resolution 2018-10, Vacating 25 feet of Public Right-of-Way fronting 1233 East Ramsey Street and Approving the Conveyance of the Land to the Abutting Property Owner

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2018-10, vacating 25 feet of public right-of-way fronting 1233 East Ramsey Street and approving the conveyance of the land to the abutting property owner.

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 participate in the vacation of 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.

The effect of a vacation of a street varies depending on whether a city owns an easement or the title to the underlying property. If a city owns the title, then title will revert to the city. It is staff's understanding that the City of Banning owns title to Ramsey Street. As a result, once the portion of Ramsey Street is vacated, it will revert to the City and a separate transfer of that vacated area will be required to subsequently convey the property to the abutting property owner, 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.

On December 12, 2017, the City Council approved Resolution 2017-120, initiating the proceeding to vacate 25 feet of public right-of-way fronting 1233 east Ramsey Street and setting the public hearing on January 9, 2018 at 6:00 p.m. in the City Council Chambers. An advertisement regarding this street vacation proposal was placed in the Record Gazette Newspaper on Friday, December 15, 2017 and again on Friday, December 29, 2017. Additionally, on December 14, 2017 notices were posted along Ramsey Street fronting the area of the proposed partial street vacation. No comments have been received for, or against, the proposal by staff.

The proposed partial street vacation is more particularly described in Exhibit A (legal description), and Exhibit B (plat map).

JUSTIFICATION:

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 participate in the vacation of 25 feet of public right-of-way prior to the start of business operations.

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.

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 Resolution No. 2018-10, which will result in the applicant being unable to comply with conditions of approval approved by the Planning Commission.

ATTACHMENTS:

1. Resolution No. 2018-10
2. Exhibit A – Legal Description & Exhibit B – Legal Description Plat
3. Site Plan/Location Map
4. Notice of Public Hearing

Approved by:



Rochelle Clayton
Deputy City Manager

ATTACHMENT 1

(Resolution 2018-10)

RESOLUTION 2018-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA TO VACATE 25 FEET OF PUBLIC RIGHT-OF-WAY FRONTING 1233 EAST RAMSEY STREET AND APPROVING THE CONVEYANCE OF THE LAND TO THE ABUTTING PROPERTY OWNER

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; and

WHEREAS, on December 12, 2017, the City Council, by adoption of Resolution No. 2017-120, considered this request and initiated the proceeding to vacate 25 feet of public right-of-way fronting 1233 East Ramsey Street; and

WHEREAS, on January 9, 2018, the City Council held the noticed public hearing considering the vacation of 25 feet public right-of-way fronting 1233 East Ramsey Street, at which interested persons had an opportunity to testify in support of, or opposition to, the vacation.

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

SECTION 1: The City Council hereby recognizes that the 25 feet of public right-of-way as described in this resolution are not necessary for present or prospective public use.

SECTION 2: The City Council hereby orders vacated the 25 feet public right-of-way as described in this resolution and authorizes the conveyance of the land to the abutting property owner.

SECTION 3: The City Council hereby orders the City Clerk to record this Resolution with the County Recorder, which recording will make the vacation of the 25 feet public right-of-way fronting 1233 East Ramsey Street as described in this resolution effective pursuant to Streets and Highways Code Section 8325.

PASSED, APPROVED AND ADOPTED this 9th day of January, 2018.

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 2018-10, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, 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

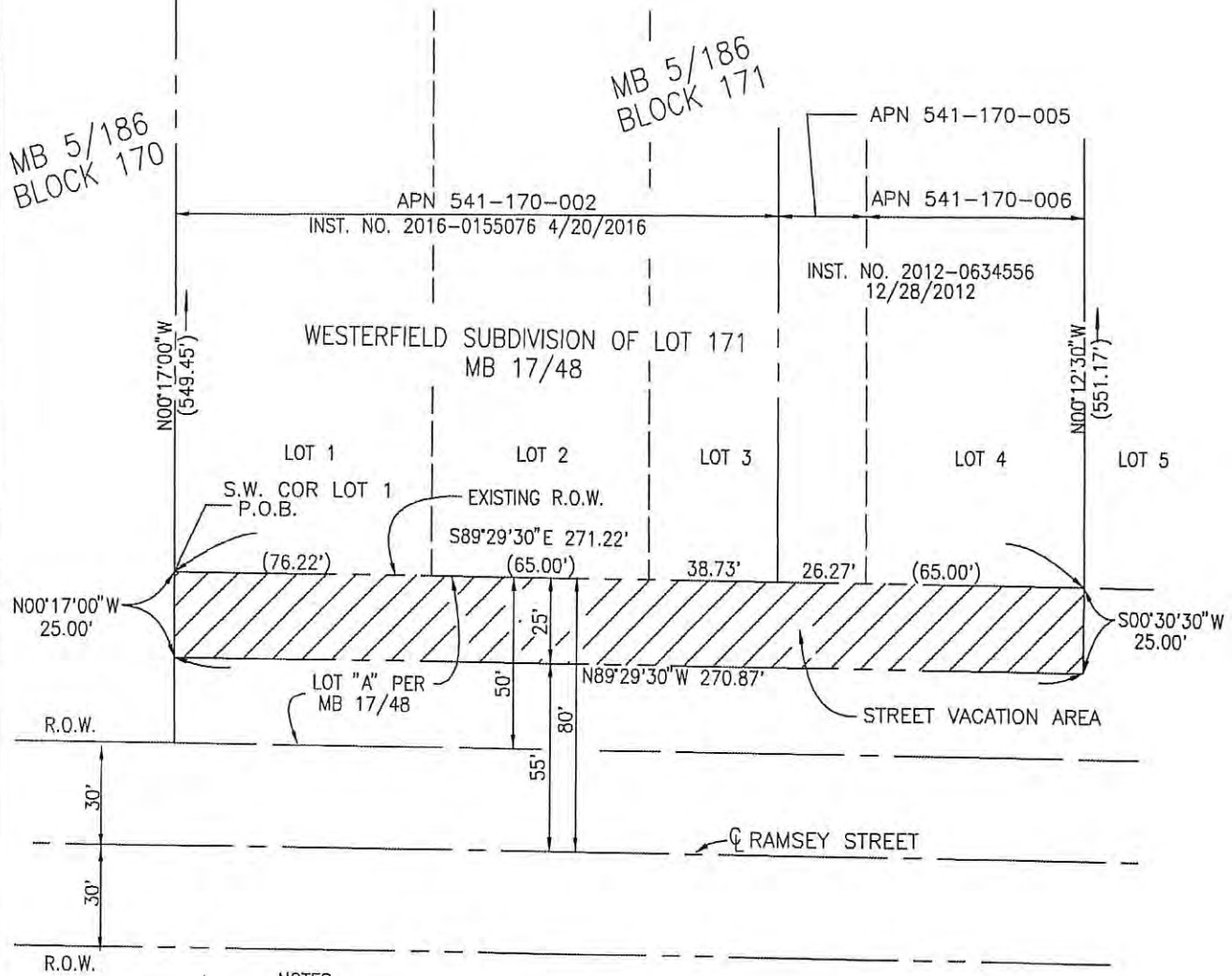
Harvey D. Marcell, P.E.

Marcell & Associates



DATE: 11-29-2017

STREET VACATION



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

FOR: CRUZ

JOB NO. 1602

SHT. 1

OF 1

SHEETS

ATTACHMENT 3

(Site Plan/Location Map)

ATTACHMENT 4

(Notice of Public Hearing)

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held on Tuesday, January 9, 2018, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the following:

STREET VACATION REQUEST PH#17-9508: A REQUEST BY CRUZ INDUSTRIAL TRUCK, INC. OF BANNING, CALIFORNIA TO VACANT 25' OF PROPERTY FRONTING 1233 EAST RAMSEY STREET (APN 541-170-002)

Information regarding the foregoing can be obtained by contacting the City's Public Works Department at (951) 922-3130, or by visiting City Hall located at 99 East Ramsey Street, Banning, California.

All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Public Works Department of the City of Banning at P.O. Box 998, Banning, California, 92220.

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

BY ORDER OF THE PUBLIC WORKS DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Art Vela
Public Works Director

Dated: December 8, 2017

Publish: December 15, 2017
December 29, 2017



**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director
Luis Cardenas, Senior Civil Engineer

MEETING DATE: January 9, 2018

SUBJECT: Authorize the Interim City Manager to sign the Notice of Completion for Project No. 2017-02W, "Tank Inspections and Cleaning" as complete and direct the City Clerk to record the Notice of Completion

RECOMMENDED ACTION:

That the City Council accept Project No. 2017-02W, "Tank Inspections and Cleaning" as complete, authorize the Interim City Manager to sign the Notice of Completion and direct the Deputy City Clerk to record the Notice of Completion.

BACKGROUND:

On June 27, 2017 the City Council adopted Resolution No. 2017-11 UA awarding an Agreement to Inland Potable Services, Inc. of Centennial, CO in the amount of \$44,129 for the completion of Project No. 2017-02W, "Tank Inspections and Cleaning."

The principal items of work included the inspection and cleaning of nine (9) potable water tanks without taking them out of service, and small repairs to tank coatings and appurtenances. The work was performed at various sites located throughout the City of Banning.

JUSTIFICATION:

Potable water storage reservoirs require periodic cleaning and inspection, as well as miscellaneous small repairs to prevent further deterioration that could lead to more costly repairs. The previous reservoir inspection and cleaning had been performed in

2012 and had already identified several small repairs, which staff consequently included as part of this project.

The low bidder, Inland Potable Services, Inc. was awarded the contract and substantially completed work on November 27, 2017. Public works staff verified through inspections that the workmanship, materials, and procedures were satisfactory and that the contractor had met his obligations.

FISCAL IMPACT:

The final contract amount for this project was \$44,629.00, which is \$500 over the original contract amount, and within the approved contingency. The project was funded by the Water Operations Fund, Account No. 660-6300-471.45-07 (Reservoir Expenses).

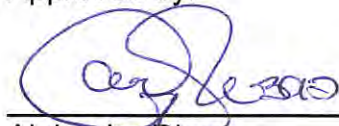
OPTIONS:

1. Accept Project No. 2017-02W, "Tank Inspections and Cleaning" as complete and direct the Deputy City Clerk to record the Notice of Completion.
2. City Council may elect to not accept the project as complete, which would keep the project open and prevent the release of retention funds.

ATTACHMENTS:

1. Notice of Completion
2. Project Photographs

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

(Notice of Completion)

1 WHEN RECORDED MAIL TO:

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

8 FREE RECORDING:
9 Exempt Pursuant to
10 Government Code §6103
11

12
13 NOTICE OF COMPLETION

14 PROJECT NO. 2017-02W, "TANK INSPECTIONS AND CLEANING"

15
16 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City
17 of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of the Civil
18 Code of the State of California, and is hereby accepted by the City of Banning, pursuant to
19 authority conferred by the City Council this January 9, 2018, and the grantees consent to
20 recordation thereof by its duly authorized agent.
21

22 That the OWNER, the City of Banning, and Inland Potable Services, Inc. of Centennial,
23 Colorado, the vendee, entered into an agreement dated July 12, 2017, for Project No. 2017-
24 02W, "Tank Inspections and Cleaning".
25

26 The principal items of work included the inspection and cleaning of 9 potable water tanks
27 without taking them out of service, and small repairs to tank coatings and appurtenances.
28 The work was performed at various sites located throughout the City of Banning, CA
29 92220.
30

31 That the work was substantially completed on November 27, 2017, for Project No. 2017-
32 02W "Tank Inspections and Cleaning":

33 (1) The Nature of Interest was tank inspections and cleaning services completed
34 on November 27, 2017 for Project No. 2017-02W, "Tank Inspections and Cleaning".

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

4 (3) That said maintenance work was performed at various locations within the
5 City of Banning, California 92220.

6 (4) That the original contractor for said improvement was Inland Potable
7 Services, Inc., State Contractor's License No. 941676.

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

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

10
11 Dated: January 9, 2018

12 CITY OF BANNING
13 A Municipal Corporation
14

15
16
17 By _____
18 Alejandro Diaz, Interim City Manager
19

20
21 APPROVED AS TO FORM:
22

23
24
25 _____
26 Kevin G. Ennis, Esq., City Attorney
27 Richards, Watson & Gershon
28

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ATTACHMENT 2

(Project Photographs)

Attachment 2

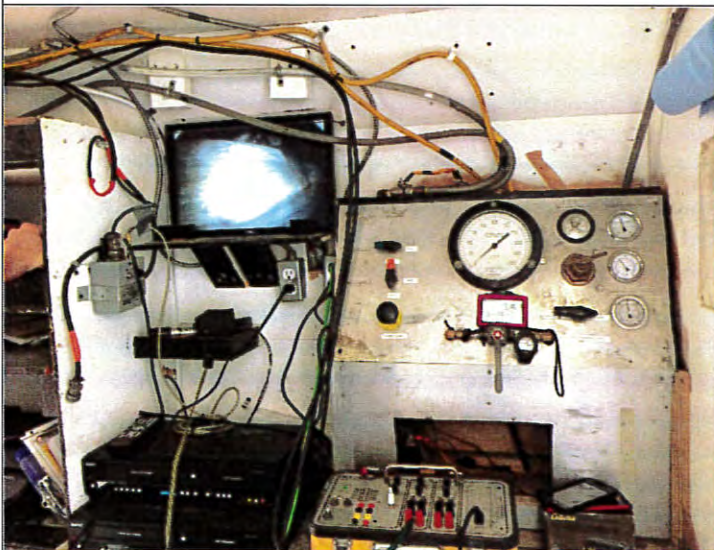
Project Photographs 1 of 2



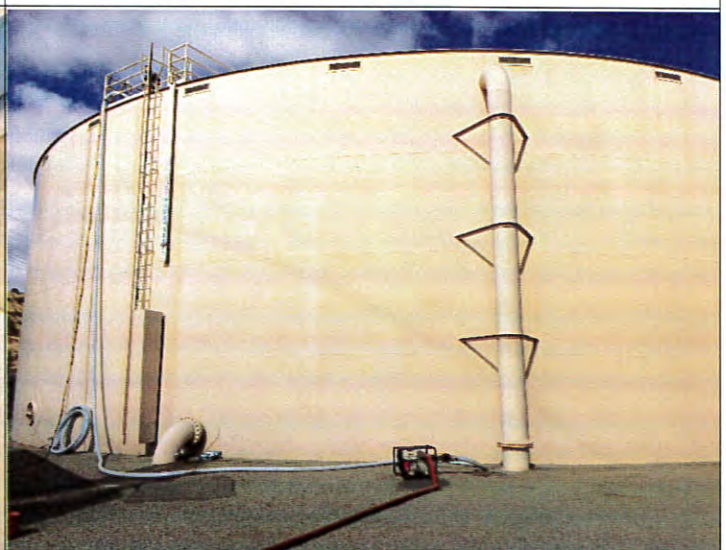
Trailer setting up for inspection of Brinton Reservoir.



Diver entering Brinton Tank through access hatch.

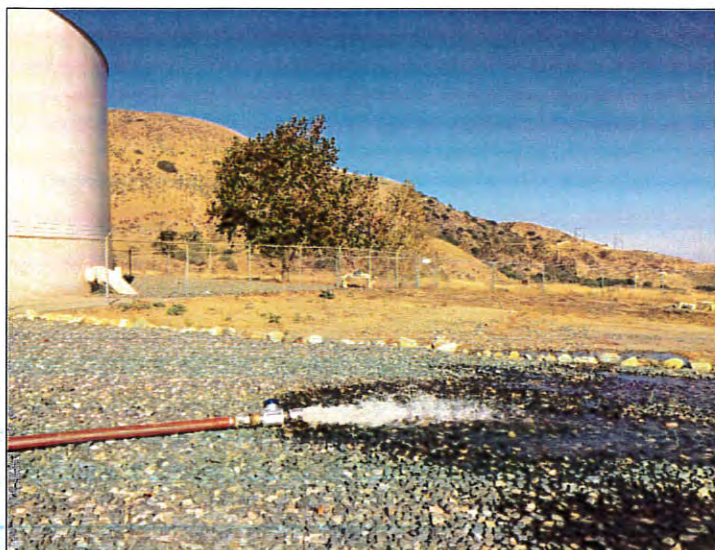


Control and monitoring station inside trailer.



San Geronio 1 Reservoir, during the cleaning process.

Project Photographs 2 of 2



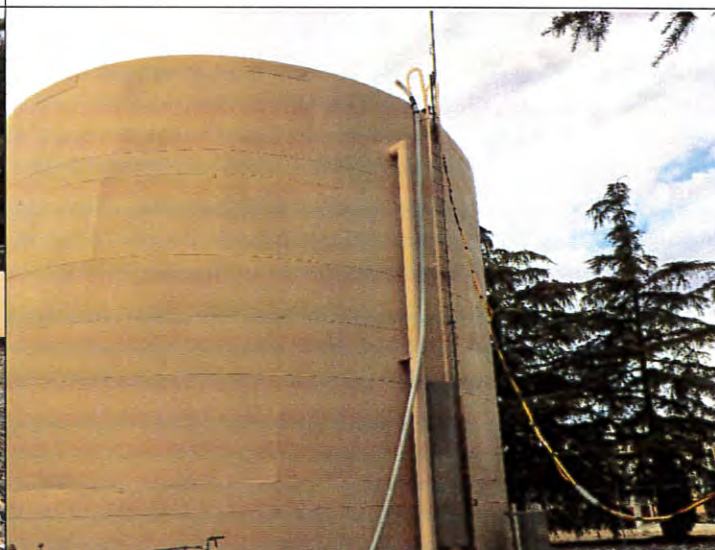
Discharge water.



Dechlorination of water before discharge.



Trailer setting up for cleaning of Mountain Avenue Tank.



Vacuum hose and communications/power cables enter the tank through the top hatch at Mountain Avenue Tank.