

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

February 13, 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; a joint meeting of the Banning City Council and the City Council Sitting in its Capacity of a Successor Agency; and a scheduled meeting of the Banning Utility Authority.

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

I. CALL TO ORDER

- Invocation – Elder Ralph Bobik, Church of Jesus Christ of Latter Day Saints
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. 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

IV. 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 8: Items ____, ____, ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the City Council)*

1.	Minutes – Special Meeting – 1/23/2018 (Closed Session).....	1
2.	Minutes – Regular Meeting – 1/23/2018 (Regular Meeting)	3
3.	Receive and File the Fire Department Update- 2017 Activity	15
4.	Receive and File List of Contracts Signed Under the City Manager’s Signature Authority	25
5.	Receive and File Biannual Audit of the City’s Sanitary System Management Plan (SSMP)	29
6.	Notice of Completion for Project 2016-03 - Street Improvements at Various Locations	51
7.	Receive and File Planning Commission’s Recommendation to Re-Acquire Rights-of-Way Previously Deeded to the Vanir Property	75
8.	Resolution 2018-16, Authorizing the Part Time Employee Classification and Compensation.....	95

- Open Consent Items for Public Comments
- Make Motion

V. REPORTS OF OFFICERS

1.	Resolution 2018-15, Authorizing the Police Department to Purchase Five Vehicles Through the National Auto Fleet Group in an Amount Not to Exceed \$122,128.....	123
	<i>(Staff Report – Alex Diaz, Interim City Manager/Chief of Police)</i>	

Recommendation: Adopt Resolution 2018-15 authorizing the police department to purchase three (3) 2018 Ford Police Interceptor Patrol Sedans and two (2) Ford Fusion Sedans through the National Auto Fleet Group in the amount not to exceed \$122.128.

2.	Ordinance 1513 - Recreational Vehicles, Recreational Trailers and Utility Trailers Parking.....	191
	<i>(Staff Report – Robert Fisher, Police Lieutenant)</i>	

Recommendation: Ordinance 1513 pass its first reading, adding Section 10.12.105 (Recreational Vehicles, Recreational Trailers and Utility Trailers) to Title 10 (Vehicles and Traffic) Chapter 10.12 (Stopping, Standing and Parking) Article 1. (Stopping or Parking Prohibitions and Limitations), Prohibiting the Parking of Recreational Vehicles, Recreational Trailers and Utility Trailers on the Public Right-Of-Way longer than Four (4) Hours.

3. Opposition of Senate Bill (SB) 827, Planning and Zoning: Transit-Rich Housing Bonus 217

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

Recommendation: Officially oppose SB 827 and submit a letter to Governor Jerry Brown conveying the City’s opposition.

4. Resolution 2018-17 Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2018/2019..... 225

(Staff Report – Art Vela, Director of Public Works)

Recommendation: Adopt Resolution 2018-17, initiating proceedings to update Landscape Maintenance District No. 1 for Fiscal Year 2018/2019.

VI. 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 2018-14 Adopting a Twelve (12) Month Extension of Time for Tentative Tract Map (TTM)36939, Generally Located North of Wilson Street Between Sunset Avenue and Sunrise Avenue 233

(Staff Report – Patty Nevins, Community Development Director)

Recommendation: Adopt Resolution 2018-14, approving a 12 Month Extension of Time for TTM 36939.

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

VII. 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. Resolution 2018-01 UA Approving an Agreement in the Amount of \$119,309 with Cla-Val for the Servicing of the City’s Water Valves 277

BUA ADJOURNMENT - Next regular meeting: Tuesday, February 27, 2018

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

VIII. REPORT OF OFFICERS

1. Resolution 2018-01 SA Approval of the Recognized Obligation
Payment Schedule (ROPS) 18-19 A and B..... **319**
(Staff- Rochelle Clayton, Deputy City Manager)

Recommendation: **Approve Resolution 2018-01 SA, approving ROPS 18-19 A and B for the period of July 2018 through July 2019 and approving certain related actions.**

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.

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A special meeting of the Banning City Council was called to order by Mayor Moyer on January 23, 2018, at 3:30 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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Alejandro Diaz, Interim City Manager
Kevin Ennis, City Attorney
Rochelle Clayton, Deputy City Manager
Stephen Badgett, Interim Electric Utility Director
Ted Shove, Economic Development Manager
Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

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

City Attorney Kevin Ennis listed the items on the closed session agenda, which included: 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS - pursuant to Government Code Section 54956.8: Property description: 541-181-032, 541-181-033, 541-181-034, and 541-181-035, located in the general vicinity of Ramsey Street between San Gorgonio Avenue and Martin Street. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove. Economic Development Manager- Negotiating Parties: Vanir Group of Companies, Inc.; Under Negotiation: Price and Terms. 2) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Public employment pursuant to Government Code Section 54957. Title: City Manager. 3) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION potential initiation of litigation pursuant to Government Code Section 54956.9: One case. 4) THREAT TO PUBLIC SERVICES OR FACILITIES - pursuant to Government Code Section 54957. Consultation with: Chief of Police. 5) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) subdivision of (d) Government Code Section 54956.9: Two cases. 6) CONFERENCE WITH LEGAL COUNSEL – EXISTING

LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Fields v. City of Banning, Riverside County Superior Court Case No. RIC 1102234 and Court of Appeal Case No. E057277.

The Meeting went into closed session at 3:32 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

A regular meeting of the Banning City Council was called to order by Mayor Moyer on January 23, 2018, at 5:08 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

COUNCIL MEMBERS ABSENT: None

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

The Invocation was given by Jim Price. Council Member Franklin led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS - pursuant to Government Code Section 54956.8: Property description: 541-181-032, 541-181-033, 541-181-034, and 541-181-035, located in the general vicinity of Ramsey Street between San Gorgonio Avenue and Martin Street. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove. Economic Development Manager - Negotiating Parties: Vanir Group of Companies, Inc.; Under Negotiation: Price and Terms. 2) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Public employment pursuant to Government Code Section 54957. Title: City Manager. 3) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION potential initiation of litigation pursuant to Government Code Section 54956.9: One case. There was no final or reportable action on these items. 4) THREAT TO PUBLIC SERVICES OR FACILITIES - pursuant to Government Code Section 54957. Consultation with: Chief of Police. There is nothing to report regarding this item. 5) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) subdivision of (d) Government Code Section 54956.9: Two cases. A status report was provided and direction was given to staff. 6) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Fields v. City of Banning, Riverside County Superior Court Case No. RIC 1102234 and Court of Appeal Case No. E057277. A status report was provided regarding the terms and conditions for the settlement of the case with no other reportable action.

PRESENTATIONS

1. Introduction of New Police Department Staff and Badge Pinning

Interim City Manager/Police Chief Alex Diaz introduced the following staff from the Police Department.

New Officers:

1. Julieta (Julie) DeAnda, Police Officer
2. Christopher Sayeski, Police Officer

New Members of the Investigative Team:

1. Roberto Jauregui, Detective
2. Derek Thesier, Detective
3. Linda Jimenez, Detective
4. Daniel Deussenberry, Detective

New Members of the Administrative Team:

1. Robert Fisher, Lieutenant (promotion)
2. Vince Avila, Lieutenant (promotion)

PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

PUBLIC COMMENTS

Ellen Carr spoke on behalf of Tender Loving Critters, informed the Council and public that the Animal Action League will be in Banning on February 19th and 20th at Repplier Park between the Aquatic Center and the Skate Park. Appointments for spay/neuter can be made by calling (760) 366-1100. There is also a low-cost shot clinic from 10:00 a.m. until 2:00 p.m. on the same days. Feral cats can be spayed/neutered at no charge, but they do accept donations. She thanked everyone in the City of Banning for supporting Animal Action League. Ellen can be reached at (951) 849-5817 with any questions.

Inge Schuler informed everyone there is an important scoping meeting regarding the I-10 Bypass project Thursday at Banning High School from 5:00 p.m. until 7:00 p.m. She would

also like an update regarding the Milliband activity regarding the Flume with quarterly updates for the community. She also asked if there is a Water Board Meeting on Wednesday. Council Member Franklin confirmed there is a Water Board Meeting on Wednesday, January 24th at City Hall in the Large Conference Room at 5:00 p.m.

Jerry Westholder expressed concern regarding \$3 million per year the City receives from the Electric Company and believes it belongs to the ratepayers and would like a reduction in rates. He recommended conducting a needs assessment when the forensic audit of the utility.

Ms. Scott would like to know why she received a utility bill for 35 days. She was told there wouldn't be any bills over 34 days. She also asked for an update regarding the paving on Hargrave. She does not want to wait long. Council Member Peterson asked staff to get in contact with her and provide her some answers. Deputy City Manager Clayton provided her with her business card and asked her to contact her regarding her utility bill. Public Works Director Vela informed Ms. Scott the paving on Hargrave has been included in this year's project and will be done in 2018.

Paul Perkins recommended getting the software needed for the meter readers to drive by and automatically pick up the data and automatically download that information into the accounting program.

John Hagan informed the Council that he has a hard time believing the City doesn't have any input into the I-10 Bypass project because it will go right through Banning. He would like to know if there are any current or pending ordinances limiting overweight vehicles on the streets. He is concerned about the commercial traffic from the bypass and how it will affect the streets in the city.

Darren Adrian with Kimley-Horn, the planning and engineering firm working with the Riverside County Transportation Department on the I-10 Bypass, introduced himself and informed the public of the Public Hearing regarding the project that is being held at Banning High School on Thursday, January 25th from 5:00 p.m. until 7:00 p.m.. It will be in the format of a workshop as part of their environmental studies. There will be stations and people with knowledge about the project, the history and the alternatives that have been explored available to talk to people that attend the meeting. Council Member Andrade asked about the location and why this location was selected.

Council Member Welch and Council Member Peterson shared concerns regarding the project going through residential streets and traffic backing up on Hargrave at the railroad crossing. Mr. Adrian recommended those concerns be brought forward so they are heard and taken into consideration. Council Member Andrade asked why this part of Banning was selected.

David Ellis reminded the Council that in 2014 five median gates were installed. He recommended Johnson Lane be considered for use during an emergency.

Seeing no further comments, Mayor Moyer closed public comment.

CORRESPONDENCE

There was no correspondence received.

ANNOUNCEMENTS & REPORTS

Council Member Franklin:

- RCTC had a meeting last week and there were no actions directly related to Banning.
- Attended the League of California Cities Policy Committee Meeting for Revenue and Taxation. They discussed the Governor's budget. They are tracking some of the Bills coming up, such as a proposed tax on retail water providers, SB1 Gas Tax, and SB5 for Park and Water Bond. They also had a presentation from the Department of Tax and Fee Administration who have taken over a lot of what the Board of Equalization used to do. They are looking at e-commerce and a fee for cannabis.
- Attended the Southern California Water Coalition Meeting and had a presentation by the new CEO of their Board. They discussed their priorities for the year, which include water rights, the Bay Delta Conservation Plan, and water quality. They are working on the economic feasibility plan for approaching how to address contaminants like lead and Chromium 6 in the water. The Department of Financial Assistance's grants and loans equal about \$2 billion per year, so they are trying to better serve disadvantaged communities. They are also looking at new regulations on conservation and recycled water. SB 623, which is a tax on water would also impose fees on farms and dairies. There is another tax they are looking at regarding drinking water to assist the 300 agencies in the state that don't currently have safe drinking water. They are also looking at their own policies regarding the cultivation of cannabis.
- Thanked those who participated in the Point in Time Count. They went out at 5:00 a.m. On January 23, 2018.

Council Member Peterson had nothing to report.

Council Member Andrade had nothing to report.

Council Member Welch had nothing to report.

Mayor Moyer:

- Attended the League of California Cities Environmental Policy Committee Meeting. They discussed SB63, which would charge anyone with a one-inch or less water connection \$0.95 per month, and anyone with more than a one-inch water connection \$4.00 per month to help assist the areas with contaminated water get the funds they need to fix their issues. The bill would last 15 years if passed. Another bill discussed is from CalRecycle, which would require residents and

business to separate organic waste, adding a bin to the current three, making it four bins. The projected cost is \$2-3 billion and it would be funded by the local agencies to satisfy the new regulations.

REPORT BY CITY ATTORNEY

City Attorney Ennis did not have anything to report.

REPORT BY CITY MANAGER

Interim City Manager Diaz did not have anything to report.

CONSENT ITEMS

1. Minutes – Special Meeting – 1/9/18 (Workshop)

Recommendation: Approve the Minutes from the January 9, 2018 Special Meeting of the Banning City Council (Workshop)

2. Minutes – Special Meeting – 1/9/18 (Closed Session)

Recommendation: Approve the Minutes from the January 9, 2018 Special Meeting of the Banning City Council (Closed Session)

3. Minutes – Regular Meeting – 1/9/18

Recommendation: Approve the Minutes from the January 9, 2018 Regular Meeting of the Banning City Council

4. Capital Improvement Project Update

Recommendation: Receive and File

5. Accounts Payable and Payroll Warrants (December 2017)

Recommendation: Approve and Ratify Accounts Payable and Payroll Warrants for December 2017

6. Resolution 2017-98 Amending the 2016-2019 Memorandum of Understanding Between the City of Banning and the Banning Police Officer's Association

Recommendation: Adopt Resolution 2017-98

7. Resolution 2017-108 Rejecting all Bids for RFP 17-098, Regional Real Estate Brokerage Services

Recommendation: Adopt Resolution 2017-108

8. Fiscal Year 2016-17 Financial Statements and Independent Auditor's Reports for the Housing Authority

Recommendation: Accept the Fiscal Year 2016-17 Financial Statements and Independent Auditor's Report for the Banning Housing Authority, which were audited by Lance, Soll & Lunghard, LLP.

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

Motion Peterson/Andrade to approve Consent Items 1 through 8. Motion carried, 5-0.

REPORTS OF OFFICERS

1. Response from San Gorgonio Pass Water Agency (SGPWA) to City's Request for Cost Sharing of Stream Gaging Along the San Gorgonio Flume System

Public Works Director Vela presented the Staff Report as contained in the Agenda packet.

Mayor Moyer asked why they don't participate if they are part of this. Director Vela explained that the four-party agreement does not obligate them to pay for this. However, as referenced in their letter, they have paid approximately \$600,000 toward the project.

Council Member Peterson asked if it is considered a self-exit from the agreement if they don't wish to participate financially. Director Vela indicated that is a good question and he would be willing to bring that to their group for consideration.

Council Member Franklin advised they will be meeting with Banning Heights this Thursday to discuss the issue.

There was some discussion held by the Council regarding the matter.

The Mayor opened the item for public comment.

Jerry Westholder recommended putting Banning first regarding this issue.

Paul Perkins asked if accounting records are kept and if the City is keeping track of who is spending money to make sure it's balanced.

Seeing no further comments, the Mayor closed public comment.

PUBLIC HEARING

1. Resolution 2017-112 Approving the 2017 Engineering and Traffic Survey and Ordinance 1516, Re-Establishing Prima Facie Speed Limits Throughout the City of Banning and Amending Ordinance 1449

Public Works Director Art Vela presented the Staff Report as provided in the Agenda packet.

Council Member Peterson mentioned correspondence received from Don Smith (see Exhibit "A"). He agrees with his comments regarding the speed limit on Westward Avenue.

Council Member Franklin requested that staff bring back things that can be done to slow traffic and what the distance is from the schools for 25 miles per hour zones. Also, in regard to the streets where a speed limit is increased, advise what needs to be done to bring them back to where the current posted speed limits.

The Mayor opened the Public Hearing.

Inge Schuler expressed her support of the comments regarding Westward. She mentioned that there are two schools on Westward, the junior college and the high school including a planned K-8 school. In regard to the I-10 Bypass road, she would like to see weight restrictions posted on City roadways and recommends insisting on a grade separation at Hargrave before the I-10 Bypass road is built.

Seeing no further comments, the Mayor closed the Public Hearing.

Motion Welch/Franklin to continue Resolution 2017-112 and Ordinance 1516 to City Council's regularly scheduled meeting on February 27, 2018. Motion carried, 5-0.

ITEMS FOR FUTURE AGENDAS

Council Member Peterson would like to rescind Resolutions 2009-92 and 2012-74 where the City supports the HERO program.

ADJOURNMENT

By common consent the meeting was adjourned at 6:15 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=vWlgFgM1BioP> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

EXHIBIT A

Donald E. Smith
55 N. 8th St
Banning, CA 92220
(951) 849-4521 FAX (951) 849-4244

RECEIVED

JAN 19 2018

Per *City Clerk's Office/xyz*

January 19, 2018

Banning City Clerk
Banning City Council

Re: Resolution 2017-112 Traffic Study

Dear Mayor, Council and City Clerk:

I have reviewed the proposed resolution, traffic study and recommendation and support the recommendation to continue the matter. I support the recommendation because my first reaction to the report is: "You have to be joking."

The traffic study recommendation is to increase the speed limit on 17 of 44 sections of road. This is a recommendation to increase the speed limit on 38% of these roads. Why? Because people are currently speeding on them.

There are a few of these recommended increases on which I need to comment and voice my objection.

First, the report suggests increasing the speed limit on Westward Ave. between Sunset and San Gorgonio from 35 to 45 miles per hour. As you are aware, you have the ability to not set the speed at the 85 percentile if there are extenuating circumstance to justify a lower speed. There are 2 schools and one unbuilt school site on Westward. It is a residential neighborhood (no businesses) with on street parking. It is a street where people back out of their driveways onto the street. It is a street on which people ride their horses. It is the street on which the High School cross country team practices most days and children walk to school. It is simply a bad decision and would be unsafe to increase the speed limit on Westward. What the city should do is enforce the current speed limit.

Lincoln from 22nd to 8th Street is also a residential street without sidewalks were the residents park on the street, walk on the street and have to back their cars out of their driveways onto the street. Its width varies. Once again it is not a safe spot to increase speed limits

Wilson Street has had several accidents over the years and is also a residential street with residents parking in front of their houses and backing in to the street from Highland Home Road to Blanchard yet the report suggests increasing the

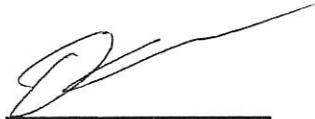
speed to 50 from Highland Springs to Highland Home and from Sunset to 16th. The speed limits on Wilson should remain as is with more enforcement.

Finally increasing the speed limit on Ramsey between 22nd and 8th where people are turning right and left into businesses and turning right and left out of the businesses' driveways would add to an already challenging traffic area.

There are probably justifications to deny many of the other increases as well but these are the increases that jumped off the page to me.

Thank you for your consideration of these issues. I will be out of town on 2/23 at the Fair but hope you find justification for not raising the speed limits in these areas.

Very Truly Yours

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

Don Smith

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL
FROM: Alex Diaz, Interim City Manager
PREPARED BY: Tim Chavez, Battalion Chief, CAL FIRE
MEETING DATE: February 13, 2018
SUBJECT: Fire Department Update- 2017 Activity

RECOMMENDATION:

Receive and file presentation regarding the Fire Department's activity for Calendar Year 2017.

ATTACHMENTS:

1. Presentation Banning Fire Service 2017

Approved by:

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Presentation Banning Fire Service 2017



Banning Fire Service

Report on Activity for 2017

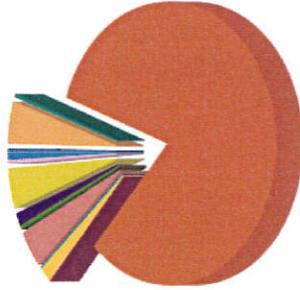
Emergency Incident Statistics



Call Load and Type

Response Activity

Incidents Reported for year 2017 and Banning City



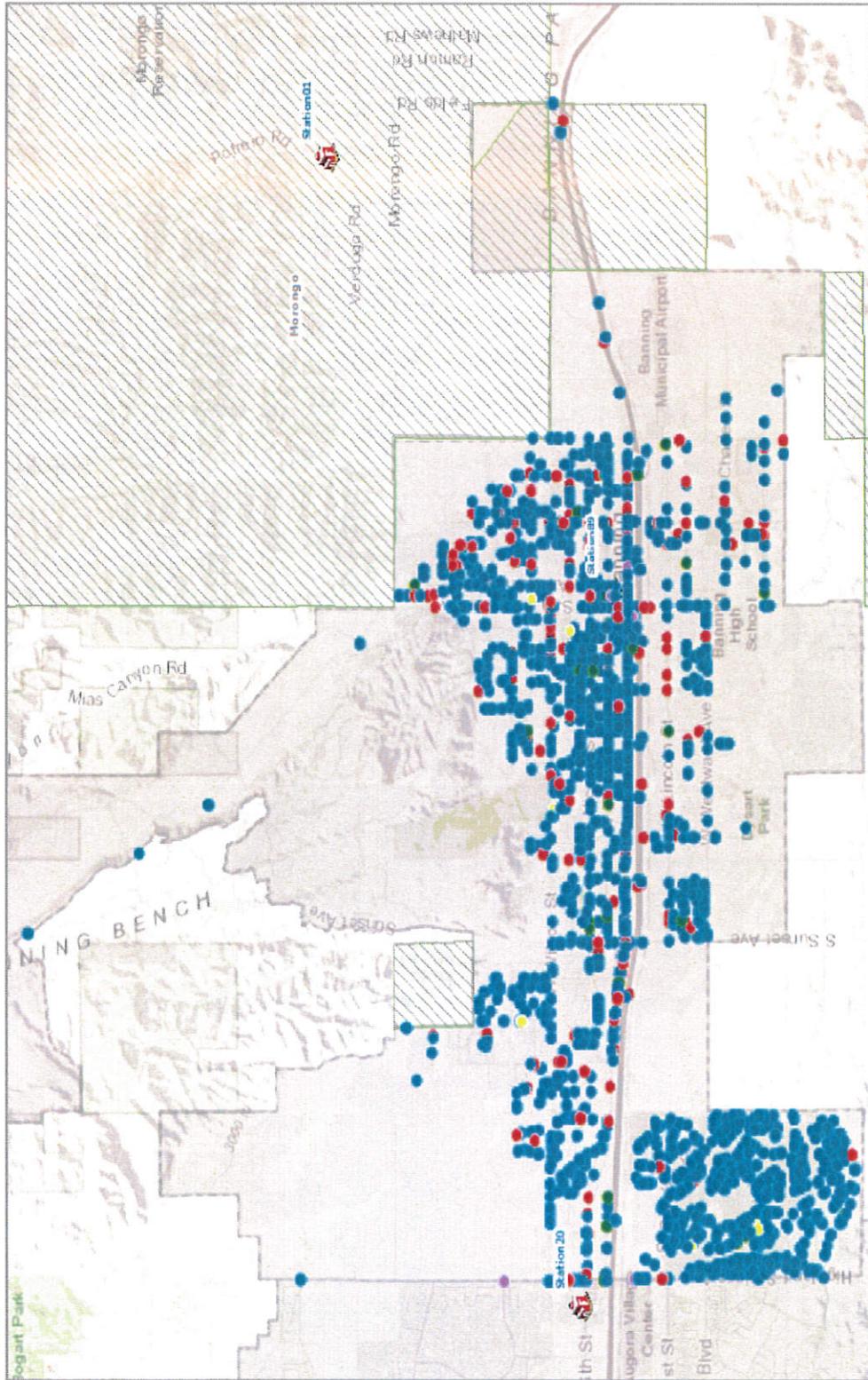
Incident Type	Count	Percentage
Com Fire	10	0.2%
False Alarm	238	4.8%
Haz Mat	19	0.4%
Medical	4,039	81.5%
Multi-Fam Dwelling Fire	1	0.0%
Other Fire	82	1.7%
Other Misc	9	0.2%
Public Service Assist	197	4.0%
Res Fire	13	0.3%
Ringing Alarm	4	0.1%
Standby	66	1.3%
Traffic Collision	228	4.6%
Vehicle Fire	14	0.3%
Wildland Fire	38	0.8%
Total:	4,958	100.0%

Com Fire	10
False Alarm	238
Haz Mat	19
Medical	4,039
Multi-Fam Dwelling Fire	1
Other Fire	82
Other Misc	9
Public Service Assist	197
Res Fire	13
Ringing Alarm	4
Standby	66
Traffic Collision	228
Vehicle Fire	14
Wildland Fire	38
Incident Total:	4,958

Incidents by Battalion, Station and Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Multi-Fam Dwelling Fire	Other Fire	Other Misc	Public Service Assist	Res Fire	Ring Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Station 278	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
Station 20	3	100	7	2,141	0	40	2	148	3	1	21	112	4	13	2,695
Total	3	100	7	2,141	0	40	2	148	3	1	21	112	4	13	2,695
Station 24	0	2	3	14	0	1	0	1	0	0	1	10	0	0	32
Total	0	2	3	14	0	1	0	1	0	0	1	10	0	0	32
Station 89	7	136	9	1,881	1	41	7	48	10	3	44	106	10	25	2,328
Total	7	136	9	1,881	1	41	7	48	10	3	44	106	10	25	2,328
Total	10	238	19	4,038	1	82	9	197	13	4	66	228	14	38	4,951

Engine 89 91% total of calls are in Banning
 Engine 20 68% of total calls are in Banning



- Legend**
- Fire
 - Hazard
 - Haz Mat
 - Medical
 - Other Misc
 - PSA
 - ▭ Riverside County
 - ▭ Reservations
 - ▭ Fire Station
 - ▭ Casinos

Hotel Fire 7/16/2017
18 Engine Companies
55 Firefighters



Banning Business Center

1/25

5/27

6/15

9/20

11/18

Average Engine commitment

...8

(7-11)

Average commitment time

4 hours

(average cost per fire \$3000)



Canyon Fire 6/15/2017
Banning Water Canyon
105 Acres

- 22 Engines
- 7 Crews
- 2 Bulldozers
- 5 Helicopters
- 7 Air Tankers

Duration 2 days
Cost est.: \$100,000



Questions



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL
FROM: Alejandro Diaz, Interim City Manager
PREPARED BY: Laurie Sampson, Executive Assistant
MEETING DATE: February 13, 2018
SUBJECT: 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 (December 18, 2017 - January 31, 2018)

City Manager Approval	Vendor	Description of Item/Service	Compensation Amount (Original)	Compensation Amount (Change Orders)	Department	Comments
18-Dec-2017	A&A Fence	Chain Link Fence and Supplies	\$ 11,117.24		Public Works - P/M	Emergency Justification.
10-Jan-2018	Barnes & Thornburg LLP	Airport NPDES Consultant Services	\$ 4,950.00		Public Works - Airport	New Contract.
11-Jan-2018	P & P Uniforms	Police Uniform and Accounterments	\$ 11,000.00		Police Department	New Contract.
16-Jan-2018	BOA Architecture	Design Services for Improvements to Community Services Facility - Amendment #2	\$ 45,640.00	\$ 13,300.00	Public Works	Amendment #2: Renewal #1 to extend date.
17-Jan-2018	Vulcan Materials	Cold Mix Temp Asphalt (bulk per ton)	\$ 15,000.00		Public Works - Water	New Contract.
17-Jan-2018	Weldor's Supply and Steel Co.	Oxygen, Acetylene and Nitrogen Gases and Refillable Bottles	\$ 14,810.11		Public Works - Water	New Contract.
19-Jan-2018	Underground Service Alert of So. Cal.	Call Center for Utility Line Marking Services (Dig Alert)	\$ 5,000.00		Public Works & Electric Utilities	Sole Source.
23-Jan-2018	TKE Engineering, Inc.	Amendment #1 - ALTA Land Title Survey Services	\$ 12,250.00		Public Works	Amendment #1 - Renewal #1.
30-Jan-2018	A-Z Bus Sales, Inc.	Parts & Repairs for Buses	\$ 15,844.81	\$ 10,844.81	Community Services	Sole Source.
30-Jan-2018	Creative Bus Sales	Parts & Service for Buses (EI Dorado)	\$ 14,924.06	\$ 9,924.06	Public Works - F/M	Change Order #1 to increase PO, (3 quotes provided)
30-Jan-2018	Shred-It USA, LLC	Shredding Services	\$ 4,214.20	\$ 180.00	Purchasing	Change Order #2 to CM for approval.
31-Jan-2018	Raymundo Engineering Co., Inc.	CNG Fuelling Station Design Services - Amendment #1	\$ 46,480.00		Public Works	Amendment #1 - Renewal #1 of 4 to extend date.

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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
Tammi Phillips, Management Analyst

MEETING DATE: February 13, 2018

SUBJECT: Sanitary System Management Plan Audit Report

RECOMMENDED ACTION:

Receive and file the biannual audit of the City's Sanitary System Management Plan (SSMP).

BACKGROUND

In compliance with State Water Resources Control Board (SWRCB) orders of bi-annual audits ("Audit") of the SSMP, an independent Audit was completed by Lynn Merrill & Associates for the audit period of July 1, 2015 through June 30, 2017.

There are eleven categories in the SSMP. The Audit reviewed six of the eleven categories which are considered to be the most critical in the SSMP. The areas evaluated were: Legal Authority, Operation and Maintenance, Design Standards, Overflow Emergency Responses, FOG Program, and Public Outreach/Communication.

The City's collection system was found to be effective and compliant in each of the six areas reviewed.

As a testimony to the City's resources and efforts, there have been no sanitary sewer overflows during this audit period, nor any in at least the past four years. Continued implementation of the City's SSMP will result in the protection of public health and the environment.

JUSTIFICATION:

The Audit recommends that the City Council receive and file the SSMP Audit.

FISCAL IMPACT:

The continued successful implementation of the City's SSMP will result in the reduction in severity and possible elimination of sewer system overflows (SSOs) that could result in damage to private property which lead to insurance claims. Non-compliance with SWRCB Orders such as implementation of a SSMP can lead to fines.

ATTACHMENTS:

1. Sanitary System Management Plan Audit Report

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Sanitary System Management Plan – Audit Report

**Sanitary System Management Plan
Audit Report**

Date of Audit Report December 28, 2017

Audit Report prepared by H. A. Baqai, P.E.; G.E, Lynn Merrill & Associates

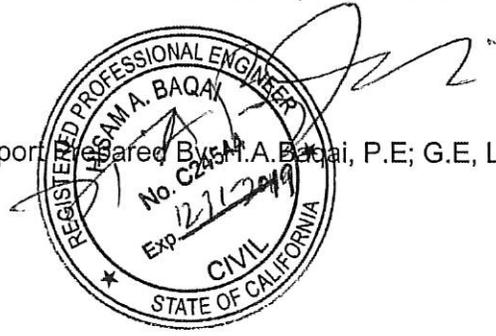


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 Audit of the Monitoring, Measurement, and Program Modification

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 Audit of the Communication Program

Summary

The State Water Resources Control Board (SWRCB) adopted a Statewide General Waste Discharge Requirements for Sanitary Sewer System, Order No. 2006-0003 which was superseded by Order No. 2009-0002-EXEC on February 20, 2009. The Order requires that owners of wastewater collection systems with more than one mile of pipeline to have in place a Sewer System Management Program (SSMP) to comply with the terms and conditions of this Order which is designed to reduce the number of and severity of Sanitary System Overflows (SSOs); and to audit the program every two years. The SSMP was revised in April 2014 to meet the biennial audit requirements of the SSMP.

This audit of the City of Banning's (City) SSMP consisted of effectiveness rankings of many of the eleven elements of the SSMP requirements. The ranking criteria are discussed in more detail in the SSMP section and is based on the information contained in the Board Order. In our independent review of all pertinent 11-elements were found to be in compliance as per effectiveness ranking. If there are recommendations needed they would be made as appropriate. Based on the review of the City records and discussion with city operations staff it is concluded that the City is in compliance with the terms and conditions of the SWRCB Order dealing with the SSMP requirements. The City records showed no SSOs that have occurred in the last at least 4-years. The information submitted to the SWRCB CIWIQS showed that no-spill certification was entered and provided to the SWRCB every month. The City has an active FOG control program. Restaurants that may have pronounced FOG issues, they have been put on monthly grease interceptor pumping schedule. Other restaurants and food establishments are required to pump grease on a quarterly basis. City has an active compliance inspection program through its contractors. Inspections are performed on a regular basis. The City has an active outreach program for its citizens to help them manage their medical and hazardous wastes to prevent and/or minimize illicit dumping of wastes to city sewerage collection system. City has adequate resources to carry out its responsibility for effective implementation of the SSMP. Its communication program in the form of public outreach is satisfactory. It is concluded from an independent audit of records and discussion with the City staff responsible for oversight of the sewerage collection system that the City is in compliance with the SSSMP requirements.

1. Introduction:

The SWRCB adopted the General WDRs and an amendment through an Executive Order No. 2008-0002 EXEC on February 20, 2008 to regulate potential discharges of wastewater from all publicly owned wastewater collection systems of more than a mile of pipeline to reduce the number and severity of Sanitary Sewer Overflows (SSOs). The second purpose of the General WDRs was to set up a central repository for online reporting of SSOs when such incidents happen.

One of the salient features of the Order is that the POTW agencies adopt and maintain a SSMP and comply with all provisions, conditions and requirements of the Order. The City Council of Banning adopted its SSMP in July 2009.

The following goals are to be achieved by the City SSMP as required by the Order:

- The City must demonstrate its legal authority to achieve the goals of the SSMP as demonstrated through the City adopted ordinances, agreements and other legally binding instruments.
- The SSMP must identify the City's organization and staff responsible for implementing and maintaining the SSMP.
- The SSMP is to provide a plan and schedule to properly manage, operate and maintain all parts of the City's wastewater collection system.

The order also requires the City to perform internal independent audits of the effectiveness of the SSMP that is to focus on the effectiveness of the SSMP and city staff compliance with all its requirements as depicted in Section D. 13(X) of the Order. The frequency of internal audits is a minimum of every two years. The audit report is to be maintained in city files.

The last audit was performed in July 2015.

The SSMP is to be updated as significant changes dictate or at least once every 5-years. If significant program changes are made the SSMP must be re-certified by the City Council.

This internal audit report is third such internal audit report of the City's SSMP.

If there are deficiencies identified by the internal audit that may necessitate the significant modification to the SSMP it must then be re-certified by the City Council. The recommended actions to address the deficiencies must be implemented with a time schedule as necessary.

In this independent audit process a number of SSMP categories including but not limited to:

1. Legal Authority
2. Operation and Maintenance
3. Design Standards
4. Overflow Emergency Responses
5. FOG Program
6. Public Outreach/ Communication

Although there are eleven categories for the SSMP but considering the critical items only six categories were evaluated during audit. It should be recognized that other categories such as system evaluation and monitoring, measurement & program modification were also considered within the above listed items but detailed evaluation was not necessary.

Each of the above categories was evaluated to determine if City's SSMP implementation measures are effective to prevent sewage discharge from collection system and protective of public health protection and the environment.

Each of the above elements were checked from City file records and discussed with key management staff responsible for providing oversight for these elements.

CATEGORIES OF ITEMS FOR SSMP AUDIT

Elements	Reference Section	TYPE OF ACTION
1.	<i>D.13.I</i>	<i>Goals</i>
2.	<i>D.13.II</i>	<i>Organization</i>
3.	<i>D.13.III</i>	<i>Legal Authority</i>
4.	<i>D.13.IV</i>	<i>Operation and Maintenance Provisions</i>
5.	<i>D.13.V</i>	<i>Design and performance Provisions</i>
6.	<i>D.13.Vi</i>	<i>Overflow Emergency Response Plan</i>
7.	<i>D.13.Vii</i>	<i>FOG (fats, oils , grease) Control Plan</i>
8.	<i>D.13. VIII</i>	<i>System Evaluation and Capacity</i> <i>Assurance Plan</i>
9.	<i>D.13.IX</i>	<i>Monitoring, Measurement and Program</i> <i>Modifications</i>
10.	<i>D.13.X</i>	<i>SSMP Program Audits</i>
11.	<i>D.13.XI</i>	<i>Communication Program</i>

Protocol for Audit:

- All critical categories were evaluated from the records provided by the City
- Actual SSO incidents records were reviewed including causes of SSOs and actions taken
- Any follow up corrective actions were also reviewed to decipher if the actions taken and/or proposed were commensurate with the type and severity of the SSOs.
- Review of the SSMP for completeness and if it was updated once in 5-years.
- Effectiveness of Compliance
- Final audit report with findings and recommendations if necessary along with
- Schedules for implementation
- Period of this audit report July 1, 2015 through June 30,2017

The following records were checked as a part of this independent audit:

- Review of SSOs record for the period between July 1,2015 through June 30,2017
- Overflow Emergency Response Program
- Fat , oils and Grease (FOG)Control Program
- Sewer Operation & Maintenance Program
- Design Standards
- Review of City legal authority

a. Sewer Overflow Emergency Response Review

As indicated above we reviewed all records dealing with sewer overflows for the audit period. There were no sanitary overflows from the City collection system. This fact was verified from monthly report that are submitted to the SWRCB through the CIWIQS. The City SSO Certification records were verified as they are sent to the SWRCB every month during the audit period.

In discussion with the City management staff it was brought up that occasionally there are spills of sewage from home owner or other privately owned and operated laterals that the City gets notified. All spills are responded to, investigated and corrective actions taken. The City collection crew as a precaution jets the sewer lines by use of combination truck and checks for blockage in City sewer system. The lateral owners are given a summary of the findings and provides information to prevent blockage in their sewer lines.

Neighboring City Sewer overflow Outreach:

The City of Banning has Cabazon and the City of Beaumont as their adjacent cities where sewer overflow incident response is coordinated to protect public health and the environment. For an example on March 1, 2017 there was a sewer over flow incident along the western boundary on Highland Springs Road within the City of Beaumont sewerage collection system. The sewer overflow incident was responded to by the City of Banning staff which coordinated with the City of Beaumont wastewater crews and assistance by the City of Banning staff was provided to minimize the extent and gravity of the impacts. The same level of cooperation between the City of Banning and the communities of Cabazon and Morongo Indian Reservation is also practiced. This neighborly cooperation to address SSO is highly desirable and goes a long way to minimizing adverse impacts to public health and the environment.

FOG Control Program

The City has an ongoing program for control of fats, oils and grease from restaurants and other food establishments. All new food service facilities go through a rigorous review and approval process before building and/or occupancy permits are issued. Restaurants in almost all cases are required to have grease interceptors. Such devices are plan checked to ensure that city standards are met. Before the facilities are given the occupancy or operation permit the grease interceptors are checked in the field to verify that they are built as designed and as approved by the City.

As a minimum the restaurants are inspected once quarterly to determine if FOG control and removal is carried out on a regular basis.

There were at least two restaurants in 2017 where it was determined that quarterly pumping of grease interceptors was not adequate. These establishments were put on a monthly grease pumping schedule and were advised to implement a source control program to prevent abnormal introduction of FOG into their interceptors.

All in-all most restaurants do not have a heavy buildup of fats, oils and greases.

Sewer Operation & Maintenance Program

The City has a fairly long gravity sewerage collection system. As reported by City staff the gravity system is about 190 miles long and is fairly spread out. The oldest collection system is with the old town. There are two force mains. The farthest sewer main from the wastewater treatment plant is about six miles.

The City owns two vacator trucks for periodic cleaning of sewer lines. The City also owns and operates a CCTV system to continually monitor the collection system to determine the condition of sewer system. At the current time the City cleans its entire older sewer system once a year. Whereas the relatively newer sewer system within the Sun Lakes development is cleaned once every two years. The lack of any SSOs from City's collection system for the last at least 4-years is a testimonial to effectiveness of City's sewer line maintenance and monitoring.

The City uses its CCTV system to monitor the condition of its entire collection system on a continual basis.

Infiltration/ inflow Control

The City has a well-established program for sealing its manhole covers. City staff during rainfall events patrols the low lying areas to ensure that excessive I/I flows do not enter City sewerage collection system.

Odor Prevention Program

The City's farthest sewer lines are about 6-miles from its wastewater treatment plant. It is likely that sewage due to long distance may go septic and cause deleterious odors objectionable to public. City crews routinely patrol these areas for any odor related nuisances. There were no records of odor complaints as reported by city staff.

Root and Roach Control Program

The City has an effective and on-going program to control roots in the collection system. Generally roots are the major cause of sewer blockages and overflows. Due to City's concerted efforts to prevent roots getting hold in the system SSOs are not experienced in its collection system.

Roach infestation can be a nuisance in any sewerage collection system. The City has an active roach control program that treats every manhole at least every two years. The City uses an outside contractor for roach control and is determined to be effective.

Sewer system Replacement / Rehabilitation Program

The City is cognizant of vulnerable collection system within the older portions of town and efforts for repairs, rehabilitation and replacement of sewers are targeted to those areas. The City under its CIP program is always on look outs for loans and grants to make its sewer system as modern and fail safe as possible. Under its CIP program for 2017-2018 appropriate sections of sewer lines are targeted for replacement. A clean water grant and/or loan is being sought to accomplish this program.

The City staff is under a master plan design and review which will evaluate the deficiencies within the City's collection system. this master plan will provide direction and timeframes as to replacement of various locations including a 30-inch trunk line to the wastewater treatment plant is being evaluated by Corollo Engineers.

Design Standards

The City utilizes outside competent engineering firms selected through a competitive bid process to provide a new Wastewater and Recycled Master Plans that would include design and upgrade of its lift stations, sewerage collection and wastewater treatment plant. The analysis would then direct City staff as to the upgrades to Supply and distribution of recycled water to various users in the City in the future. The plans for recycled water supply and distribution are in sync with the SWRCB and Governor's mandate to defray the use of potable water for all beneficial uses.

Review of Funding Program

The City of Banning is relatively a small city and it is challenging to increase monthly user charges and development fees. Towards that goal a rate study was undertaken recently to determine if project development fees and monthly user charges are commensurate as compared to other neighboring cities. As the rate study is finalized a proposed fee structure would be brought before the City Council for its consideration.

Review of Legal Authority

The City adopted its legal authority for implementation of the SSMP in 2009. The City staff has reported that the legal authority is still in effect as required by the SWRCB Order. Legal authority is routinely reviewed by city attorney and as reported is still adequate for the implantation of the SSMP.

Public Outreach/ Communication Program

The City is very proactive in the public outreach program. When City and/or its contractors visit restaurants or other industrial, commercial and residential customers, they discuss with owners/operators the implementation of BMPs. They leave brochures and handouts for their information Staff business cards are also left for them to contact city staff in case that have questions or need further guidance and/or assistance. Some copies of outreach brochures are attached to this report.

To prevent illicit dumping of chemicals. Hazardous materials or pharmaceuticals free dump days are arranged through the County. The City helps direct it's residences by placing the hazardous materials drop off locations and dates at the following web site address: <http://www.ci.banning.ca.us/380/Recycling-Waste-Hauling-Information>. Public during community events such as Stagecoach days are provided flyers and brochures to get public more informed.

SSMP Training

For the audit period the major mechanism for staff training was focused on the job-training. However, all staff are sent to outside formal training as these training opportunities come up. In many cases vendors provide training and information that appropriate staff are encouraged to attend.

Analysis & Findings

The City of Banning has a fairly long gravity sewerage collection system. Notwithstanding its long sewerage collection system and two force mains there were no Sanitary Sewer Overflows (SSOs) for the period of July 1, 2015 through June 30, 2017.

The very few sewer overflows attributable to private sewer laterals were investigated by City staff and assistance provided to owners and operators of such laterals to prevent such recurrences.

The City on a monthly basis submits a written SSO Certification to the SWRCB and no reportable spills were found. The City has an effective FOG control program. The program targets new food establishments during planning and building stages. Requirements for grease control are checked during planning process and plan check stage and verified prior to occupancy permits. Restaurants and other facilities of concern are inspected at least quarterly and put on a preventive schedule of grease pumping as appropriate. Some high fats, oils and grease producing facilities are put on more rigorous pumping schedule. The City has adequate SSO response and sewer monitoring resources and equipment to maintain its collection system in a manner consistent with compliance with the SSMP order issued by the SWRCB. It has a state-of-the-art CCTV system and vacuum trucks to clean its entire system at least once every two years. Most of the sewerage system is cleaned once every year with exception of the newer plastic sewerage system within the Sun Lakes development which is cleaned once every two years.

The City is actively pursuing clean water grants and or loans for upgrade and or replacement of its outdated sewerage collection system infrastructure. A new rate study is being finalized that will provide recommendations to the City Council for appropriate increase in development fees and monthly user charges.

The City Utilizes competent engineering firms selected through competitive bid process to design and perform wastewater studies and therefore design standards are up to date.

The City has appropriate legal authority to enforce its SSMP along with progressive enforcement authority to deal with potential violations of the SSMP.

Public outreach is an integral part of the SSMP implementation, City staff uses many avenues for public involvement and education. Appropriate brochures are distributed during community events and fairs. City staff also engages its citizens during lateral sewage blockages and provides valuable suggestions and guidance. However, City staff is mindful of not specifying the manner and method of compliance for obvious liability reasons.

Conclusions:

The City all-in –all is in compliance with all elements of the SSMP. The City has adequate resources for an effective and efficient implementation of the SSMP consistent with protection of public health and the environment.

Recommendation:

The City should finalize its rate study and implement the recommendations for rate structure increase as appropriate. Although this audit report did not find any items of concern. But is recommended that the report be received by City Council and filed in City records.

Enclosures:

Outreach brochures



Permanent HHW Facilities

Open NON-Holiday weekend Saturdays only.
For holiday schedule or additional details
see RCWaste.org or call (951) 486-3200.

Agua Mansa Permanent HHW Collection Facility

1780 Agua Mansa Road, Jurupa Valley, 92509
Open: 9:00 AM to 2:00 PM

Lake Elsinore Permanent HHW Collection Facility

512 North Langstaff Street, Lake Elsinore, 92530
Open the following Saturdays only, 9:00 AM to 2:00 PM
02/06/16, 03/05/16, 04/02/16, 05/07/16, 06/04/16, 07/09/16
08/06/16, 09/10/16, 10/01/16, 11/05/16, 12/03/16

Palm Springs Permanent HHW Collection Facility

1100 Vella Road, Palm Springs, 92264
Open: October - May 9:00 AM to 2:00 PM
June -September 7:00 AM to Noon

Load limits:
15 gallons or
125 pounds

Temporary HHW Facilities

(9:00 AM to 2:00 PM)

Anza

03/26/16 08/20/16
Anza Transfer Station
40329 Terwilliger Road, Anza, 92539

Beaumont - Hemet Area

02/20/16 05/14/16 09/17/16 12/17/16
Lamb Canyon Landfill
16411 Lamb Canyon Road, Beaumont, 92223

Blythe

02/27/16 12/10/16
County Administration Center
260 North Broadway Street, Blythe, 92225

Cathedral City

01/23/16 3/26/16 5/21/16 9/10/16 11/05/16
Edom Hill Transfer Station
70-100 Edom Hill Road, Cathedral City 92235

Coachella

04/23/16 11/19/16
Bagdouma Park Swim Center parking lot
84625 Bagdad Avenue, Coachella, 92236

Corona

03/12/16 03/13/16
City Hall Parking lot,
400 S. Vicentia Avenue, Corona, 92882

Desert Center

02/04/16
Desert Center Landfill
17 991 Kaiser Road, Desert Center, 92239

Good Hope/Meadowbrook

08/27/16
Goodmeadow Community Ctr./Fire Station #9
21565 Steele Peak Drive, Perris, 92570

Idyllwild

04/23/16 09/24/16
County Road Yard
25780 Johnson Road, Idyllwild, 92549

Indio

05/20/16 05/21/16 12/09/16 12/10/16
Date Festival Fairgrounds
46-350 Arabia Street, Gate 6, Indio, 92201

La Quinta

02/27/16 11/19/16
South City Hall parking lot
78495 Calle Tampico, La Quinta, 92253

Mead Valley

01/30/16 10/08/16
Mead Valley Community Center
21091 Rider Street, Perris, 92570

Mecca

04/09/16 10/08/16
Sheriff's Substation
91-260 Avenue 66, Mecca, 92254

Moreno Valley

04/16/16 10/29/16
City Maintenance Facility
15670 Perris Blvd., Moreno Valley, 92551

Murrieta

03/19/16 10/22/16
Murrieta City Hall parking lot
1 Town Square
24601 Jefferson Avenue, Murrieta, 92562

Pinyon Communities

04/30/16 10/15/16
Pinyon Flats Transfer Station
So. Pinyon Flats Road, Pinyon Pines, 92561

Temecula

01/23/16
Temecula Valley Entrepreneur's Exchange
43200 Business Park Drive, Temecula, 92590

Load limits:
15 gallons or
125 pounds

ABOP and PaintCare Facilities

Open NON-Holiday weekend Saturdays only

Non-contaminated Antifreeze, Batteries, Oil (and Filters), and Paint (PaintCare products). Additional items may be accepted on a facility specific basis. For holiday schedule or additional details see RCWaste.org or call (951) 486-3200.

Murrieta Area

County Road Yard
25315 Jefferson Avenue
Murrieta, 92562
Open: 9:00 AM to 2:00 PM

Beaumont - Hemet Area

Lamb Canyon Landfill
16411 Lamb Canyon Road
Beaumont, 92223
Open: 6:00 AM to 4:30 PM.

Moreno Valley Area

Badlands Landfill
31125 Ironwood Avenue
Moreno Valley, 92555
Open: 6:00 AM to 4:30 PM

North - West Coachella Valley Area

Edom Hill Transfer Station
70-100 Edom Hill Road
Cathedral City, 92235
(760) 340 - 2113
Call for hours of operation.



Load limits:
15 gallons or
125 pounds

Sharps Kiosk Locations

For additional information <http://www.rcwaste.org/opencms/WasteGuide/sharps.html>



Riverside - Moreno Valley Metro Area

Riverside County Department of Waste Resources
14290 Frederick Street Moreno Valley, 92553
Available 24 hours daily

Beaumont - Hemet Area

Lamb Canyon Landfill
16411 Lamb Canyon Road, Beaumont, 92223
Open: Monday through Saturday from 6:00 am to 4:30 pm.
Check http://www.rcwaste.org/opencms/landfill_info/landfill_hours.html
for holiday schedule.

Protect our workers.
Sharps must be in sealed
hard plastic containers
NO loose sharps!

ABOP Collection Centers

Non-contaminated Antifreeze, Batteries, Oil (and Filters), and Paint (Latex) ONLY. Call for more information and hours of operation.

East Coachella Valley Area

Coachella Valley Transfer Station
87-011A Landfill Road
Coachella, 92236
(760) 863 - 4094

Load limits:
15 gallons or
125 pounds

Recycle Used Oil and Filters



State Certified Collection Centers provide free recycling and offer recycling incentives. Find a Center near you: (800) CLEAN-UP or www.calrecycle.ca.gov/UsedOil/reports/centersearch/

Changing oil too often? Find the manufacturer oil change interval for your vehicle: <http://www.calrecycle.ca.gov/UsedOil/OilChange/FindInterval/>





ACCEPTABLE MATERIALS

These items are examples of materials accepted for FREE at any Permanent or Temporary HHW Collection

Load limits:
15 gallons or
125 pounds



- Paint
- Paint thinner
- Epoxies
- Adhesives
- Paint stripper
- Wood stain
- Shellacs
- Turpentine
- Resins
- Caulking
- Varnishes
- Wood preservative



- Used Oil & Filters
 - Gasoline & Diesel
 - Lighter fluid
 - Brake fluid
 - Antifreeze
 - Automotive chemicals
 - Kerosene lamp oil
 - Transmission fluid
- (Flammable liquid containers cannot be returned)



- Batteries
- Smoke detectors
- Cooking Oil
- Fluorescent tube & bulbs
- Mercury devices
- Light Ballasts



- Televisions
- Monitors
- Computers
- Electronic devices



- Pesticides
- Poisons
- Moth balls
- Flea powder
- Herbicides
- Fertilizers
- Garden chemicals
- BBQ Propane tanks



- Cleaners
- Aerosol cans
- Drain openers
- Disinfectants
- Cosmetic chemicals
- Pool chemicals
- Laundry chemicals
- Degreasers



- Needles
- Sharps
- Unused medication (except controlled substances)

Protect our workers.
Sharps must be in
sealed hard plastic
containers.
NO loose sharps!

UNACCEPTABLE MATERIALS

These services are for residential use only. Photo documentation will be made of excessive or suspected non-residential loads. If you have any of these wastes please call (951) 486-3200 for assistance. The following waste CANNOT be accepted at ANY Riverside County HHW Collection Location:

- Ammunition and Explosives
- Appliances, Tires, or Trash
- Asbestos
- Business, Real Estate, Non-Profit, organization, or Out-of-County Waste
- Compressed Gas Cylinders greater than 40 pounds
- Containers larger than five gallons or weighing more than 50 pounds
- Controlled Substances/Infectious Waste (except sharps)
- Radioactive or Remediation Materials (except smoke detectors)

Business waste disposal information:

Riverside County Environmental Health Department, (888) 722-4234 or (951) 358-5055 or <http://www.rivcoeh.org/HazMat/hazwaste>

Do the Right Thing...Reduce Hazardous Waste

Buy Smart

Purchase non-toxic or less hazardous products and only the amount you need. Look for alternative products that don't contain hazardous ingredients.

Store Properly

Toxic products are poisonous. Don't put your family's health and safety at risk! Keep products out of reach of children and pets.

Use it Up

Finish all unused products and recycle the empty containers or share with friends and neighbors.

Protect Our Communities

NEVER throw HHW into your household garbage, toilets or sinks; never dump on the ground or pour down the storm drain. It is illegal and HHW can seep into the groundwater, waterways, lakes, and oceans, causing contamination of our drinking water, beach closures and health hazards to swimmers.

Dispose Properly

Dispose of HHW properly at a FREE Riverside County HHW collection near you!

Transportation Checklist

- Label containers to identify contents or keep in original container.
- Remove all valuables from trunk.
- Transport waste in a box placed in the trunk of your car or in the bed of your truck. (Keep items away from passengers)
- Secure leaky containers and loose loads.
- Follow directions once you reach the HHW collection site.

Free Products - Material Reuse

Stop by our Materials Reuse Stores to pick up FREE products for your next home or vehicle maintenance task. All products are inspected and made available to other customers for FREE. Most products are in good condition and sometimes even unopened! Availability of free products varies, but may include: paint, cleaners, pool, spa, lawn care and automotive products.

Visit us at Lake Elsinore HHW Collection Facility, we are open during normal collection hours. Future sites opening soon! Check website for update information. www.rcwaste.org



Free Paint Recycling



PaintCare is a California paint recycling program that accepts paint and paint products for recycling and reuse.

Find participating locations and acceptable materials: Call (855) 724-6809 or www.Paintcare.org



City Provided Services

Additional hazardous waste services may be provided by your city. Contact your city to verify program policies.

Only Rain Down the Storm Drain

Stormwater Pollution Prevention Program Call 1-800-506-2555 to report illegal polluting of storm drains www.rciflood.org



Ever wonder where it goes?

Down your drain isn't the
end of the line. It's the
start of our clean water
commitment to you.



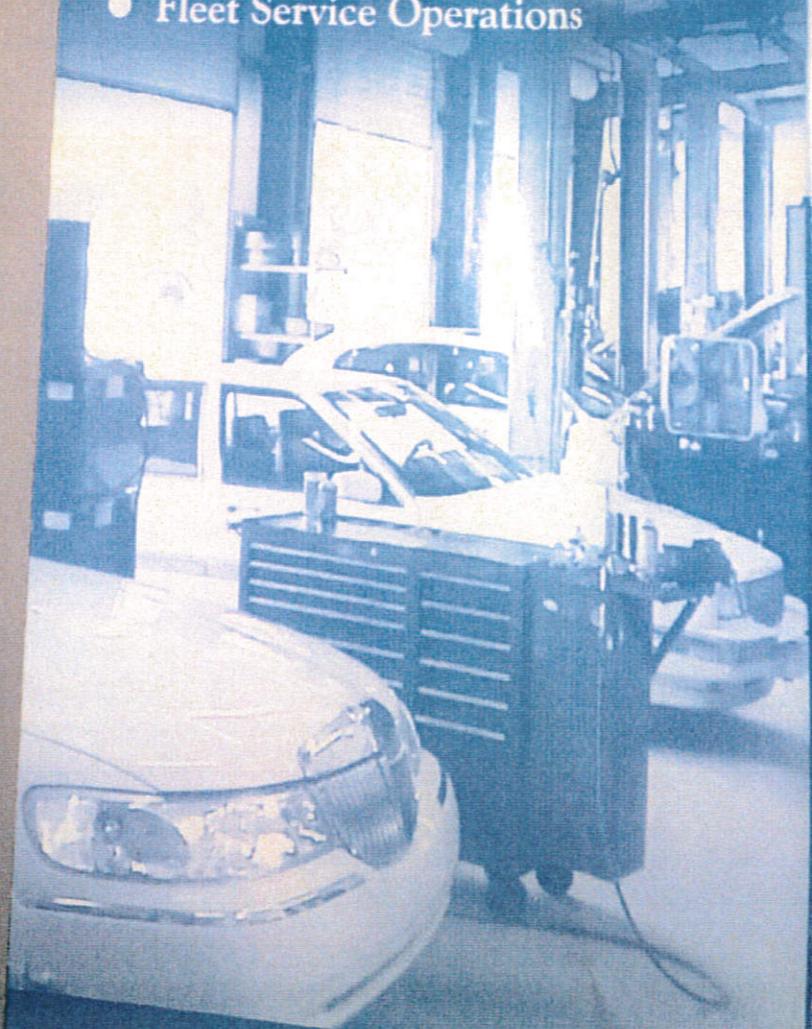
Stormwater Pollution

What you should know for...

Automotive Maintenance and Car Care

Best Management Practices (BMPS)
for:

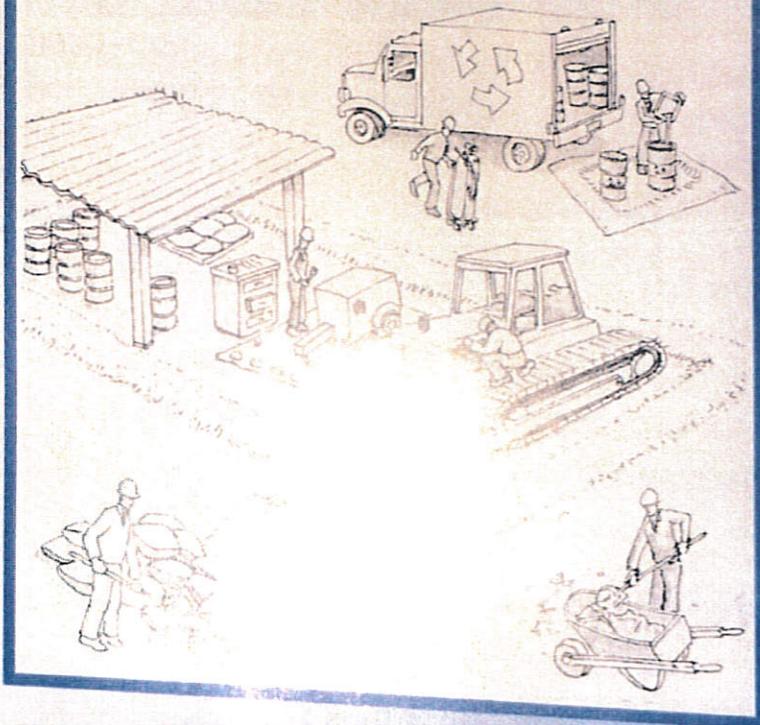
- Auto Body Shops
- Auto Repair Shops
- Car Dealerships
- Gas Stations
- Fleet Service Operations



Water Pollution Prevention

What you should know for...

GENERAL CONSTRUCTION & SITE SUPERVISION



Best Management Practices (BMPs) for:

- Developers
- General Contractors
- Home Builders
- Construction Inspectors
- Anyone in the

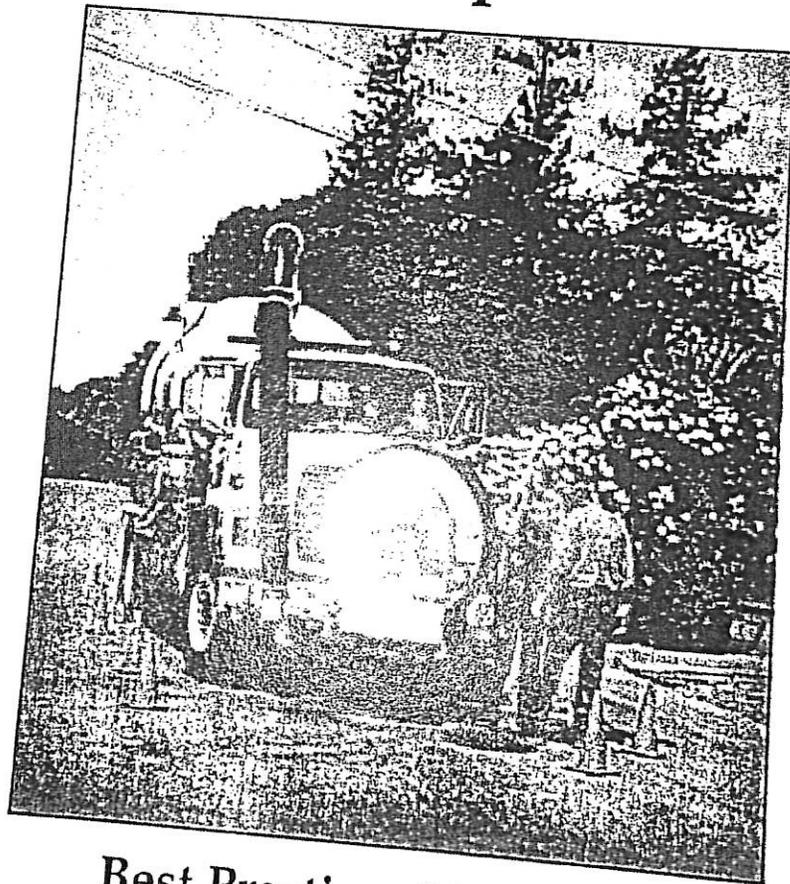
City of BANNING
Sanitary Sewer Overflow



(Plan updated 10/26/07)

Water and Wastewater
176 E LINCOLN ST.
BANNING, CALIF. 92220

**California
Collection System
Collaborative Benchmarking
Group**



**Best Practices Manual:
Hydroflush Cleaning of Small-Diameter Sewers**

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director
Kevin Sin, Senior Civil Engineer

MEETING DATE: February 13, 2018

SUBJECT: Authorize the Interim City Manager to sign the Notice of Completion for Project No. 2016-03, "Street Improvements at Various Locations" as complete and direct the Deputy City Clerk to record the Notice of Completion

RECOMMENDED ACTION:

That the City Council accept Project No. 2016-03, "Street Improvements at Various Locations" 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 December 12, 2017 the City Council adopted Resolution No. 2016-120 awarding an Agreement to All American Asphalt of Corona, CA in the amount of \$944,900 for the completion of Project No. 2016-03, "Street Improvements at Various Locations."

The principal items of work included the grinding of existing asphalt concrete (AC) pavement; constructing new AC; crack sealing of existing AC pavement; slurry seal existing AC pavement; remove and replace broken sidewalks, driveway approaches, curb and gutters; remove and replace access ramps to comply with ADA requirements; install new sidewalk and access ramps; repair a slope failure on Sunset Avenue; repair potholes and trench repairs (related to water main repairs) on various streets; replace affected traffic signal detection loops; and remove and replace all affected pavement markings and striping. The work was performed at various locations throughout the City of Banning as shown in Attachment 2.

JUSTIFICATION:

The low bidder, All American Asphalt was awarded the contract and substantially completed work on January 22, 2018. 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 \$966,772, which is \$21,872 over the original contract amount, and within the approved contingency of \$94,490. The project was funded by the Measure "A" Fund, Account No. 101-4900-431.93-16 (Street Imp); Water Fund, Account No. 660-6300-471.45-08 (Water Distribution Exp); and Electric Operations Fund, Account No. 670-7000-473.90-15 (Building Imp).

ALTERNATIVE:

1. 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. Improvements Exhibits (Map & List of Street Locations)

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Notice of Completion

1 WHEN RECORDED MAIL TO:

2
3 Office of the City Clerk
4 City of Banning
5 P.O. Box 998
6 Banning, California 92220
7

8 FREE RECORDING:
9 Exempt Pursuant to
10 Government Code §6103
11

12
13 NOTICE OF COMPLETION

14 PROJECT NO. 2016-03, "STREET IMPROVEMENTS AT VARIOUS LOCATIONS"
15

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City
18 of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of the Civil
19 Code of the State of California, and is hereby accepted by the City of Banning, pursuant to
20 authority conferred by the City Council this February 13, 2018, and the grantees consent
21 to recordation thereof by its duly authorized agent.
22

23 That the OWNER, the City of Banning, and All American Asphalt of Corona, California,
24 the vendee, entered into an agreement dated February 23, 2017, for Project No. 2016-03,
25 "Street Improvements at Various Locations".
26

27 The principal items of work includes the grinding of existing asphalt concrete (AC)
28 pavement; constructing new AC; crack sealing of existing AC pavement; slurry seal
29 existing AC pavement; remove and replace broken sidewalks, driveway approaches, curb
30 and gutters; remove and replace access ramps to comply with ADA requirements; install
31 new sidewalk and access ramps; repair a slope failure on Sunset Avenue; repair potholes
32 and trench repairs (related to water main repairs) on various streets; replace affected traffic
33 signal detection loops; and remove and replace all affected pavement markings and striping
34 in the City of Banning per the City of Banning Standard Specifications.
35

1 That the work of improvement was completed on January 22, 2018, for Project No. 2016-
2 03 "Street Improvements at Various Locations":

3 (1) The Nature of Interest was civil improvements completed on January 22,
4 2018 for Project No. 2016-03, "Street Improvements at Various Locations".

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

8 (3) That said work of improvement was performed at Various Locations in
9 Banning, California 92220.

10 (4) That the original contractor for said improvement was All American
11 Asphalt of Corona, California, State Contractor's License No. 267073.

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

13 (6) The nature of interest is in fee.

14
15 Dated: February 13, 2018

CITY OF BANNING
A Municipal Corporation

21 By _____
22 Alejandro Diaz, Interim City Manager
23
24
25

26 APPROVED AS TO FORM:
27
28
29

30 _____
31 Kevin G. Ennis, Esq., City Attorney
32 Richards, Watson & Gershon
33
34
35

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JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 13th day of February, 2018 by _____ proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

Notary Public in and for said County
and State

STATE OF CALIFORNIA)

) ss

COUNTY OF RIVERSIDE)

SONJA DE LA FUENTE, being duly sworn, deposes and says:

That I am the Deputy City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on February 13, 2018 at Banning, California.

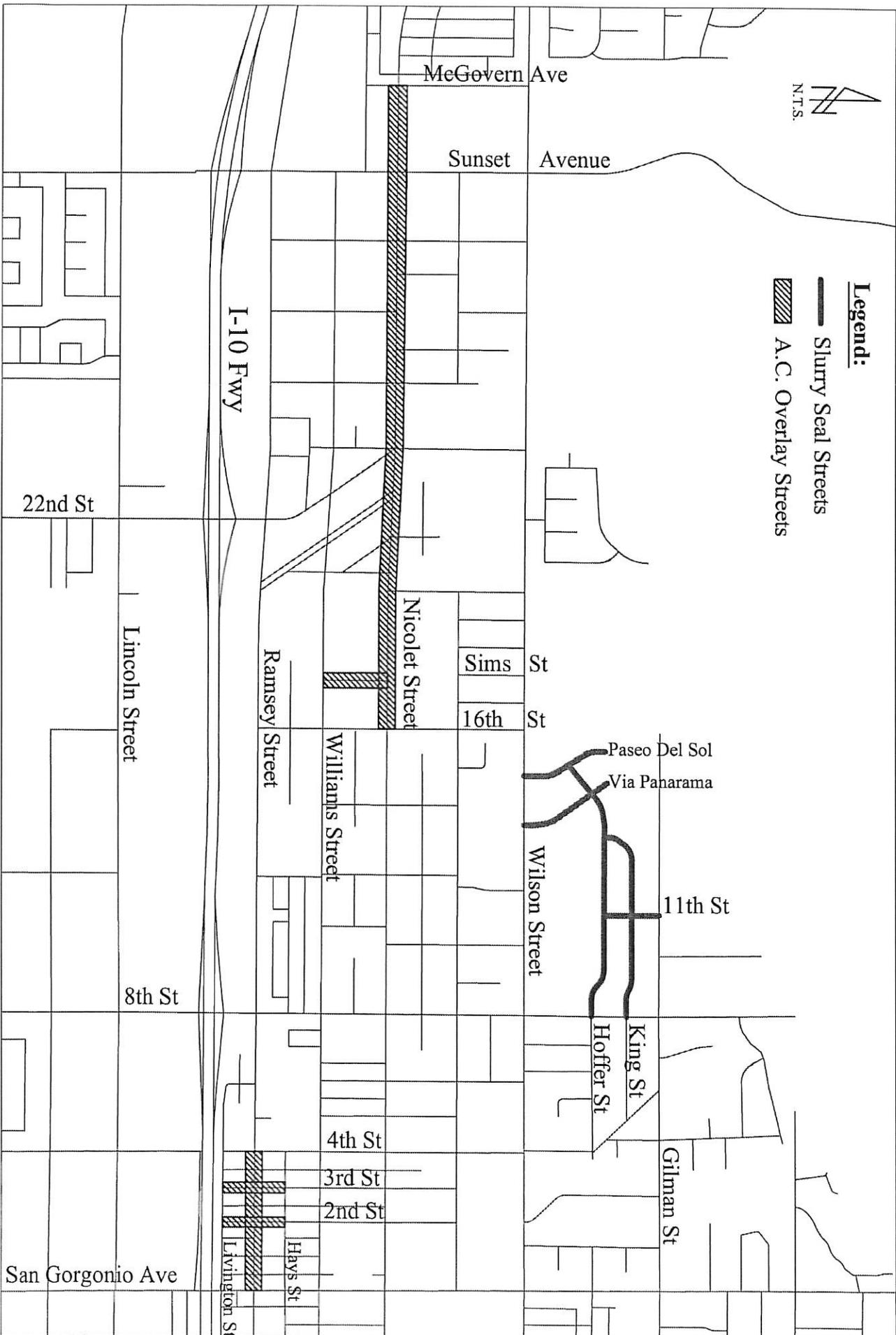
Sonja De La Fuente, Deputy City Clerk

City of Banning, California

ATTACHMENT 2

Improvements Exhibits
Map and List of Street Locations

CITY OF BANNING SLURRY SEAL & A.C. OVERLAY STREETS (REVISED)



City of Banning

Public Works Department
Engineering Division

Project No. 2016-03 Street Improvements at Various Locations

List of Streets (Revised)

Slurry Seal Streets

Street Name	Begin	End	Slurry Area (S.F.)	R & R (Ton)	CAP (Ton)
Via Panarama	Wilson Street	North End	35,424	0	n/a
Paseo Del Sol	Wilson Street	North End	32,688	0	n/a
Hoffer Street	Paseo Del Sol	Via Panarama	11,160	0	n/a
Hoffer Street	Via Panarama	8th Street	77,328	0	n/a
King Street	Hoffer Street	8th Street	66,168	0	n/a
11th Street	Hoffer Street	King Street	8,100	0	n/a
11th Street	King Street	Gilman Street	7,920	0	n/a

Total:

238,788

A.C. Overlay Streets (Revised)

Street Name	Begin	End	CAP Area (S.F.)	R & R (Ton)	CAP (Ton)
Nicolet Street (1 1/2" CAP; Grind Edges Only - 0" to 1 1/4")	McGovern Ave	Sunset Ave	49,500	0	464
Nicolet Street (2" CAP; Grind Edges Only - 0" to 1 1/2")	Sunset Avenue	20th Street	197,640	153	2,470
*Nicolet Street (1 1/2" CAP; Grind Full Width - 1 1/4")	20th Street	16th Street	61,487	0	576
Ramsey Street (2" CAP; Grind Full Width - 1 1/2")	San Gorgonio Ave	4th Street	69,500	0	1,060
**Ramsey and San Gorgonio Intersection (2" Grind and CAP)			2,000	0	25
**3rd Street (2" CAP; Grind Full Width - 1 1/2")	Livington Street	Hays Street	36,108	0	455
**2nd Street (2" CAP; Grind Full Width - 1 1/2")	Livington Street	Hays Street	23,838	0	295
**Sim Street (1 1/2" CAP; Grind Edges Only - 0" to 1 1/4")	Nicolet Street	Williams Street	22,000	0	210

Total:

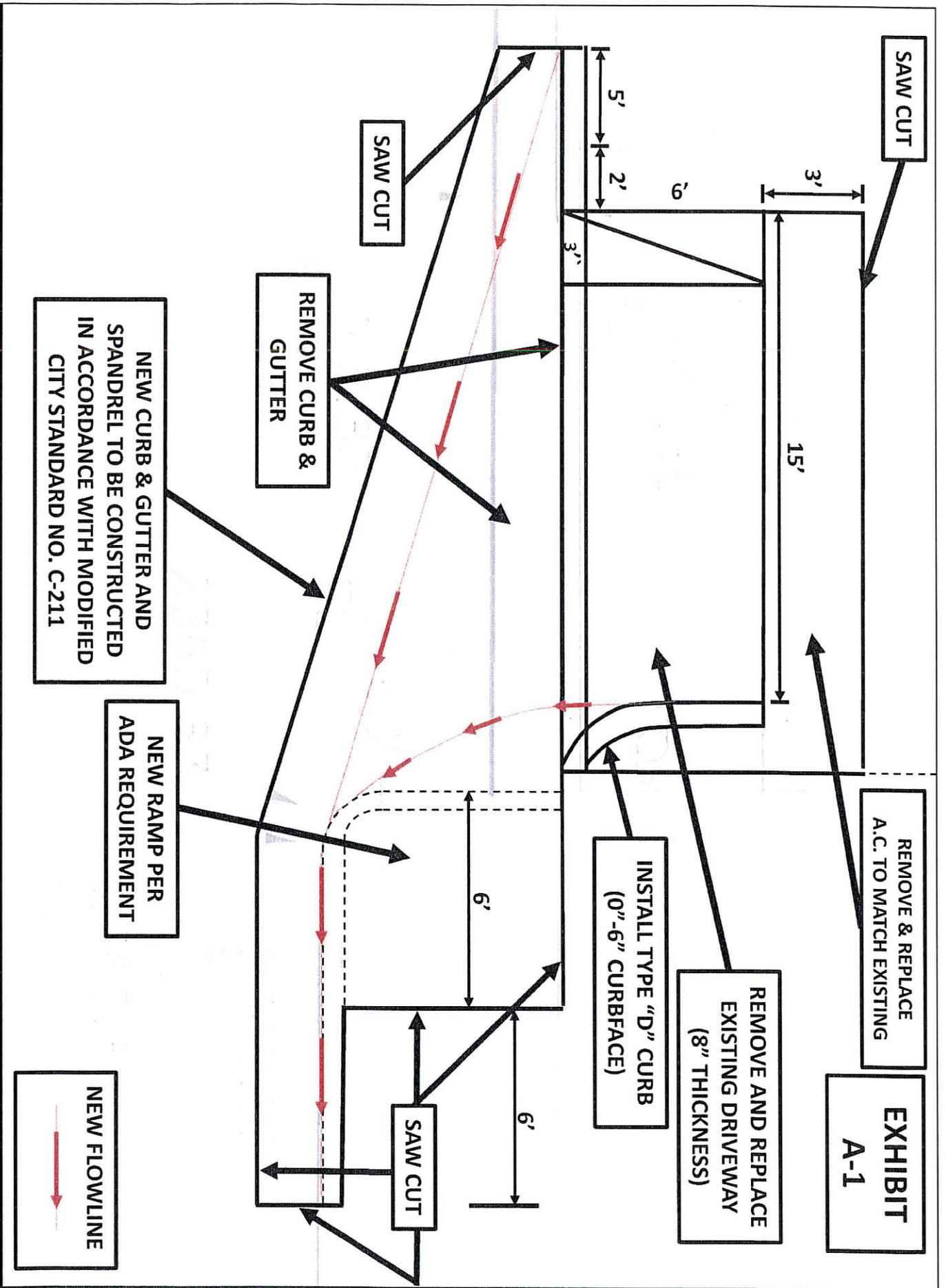
462,073

153

5,555

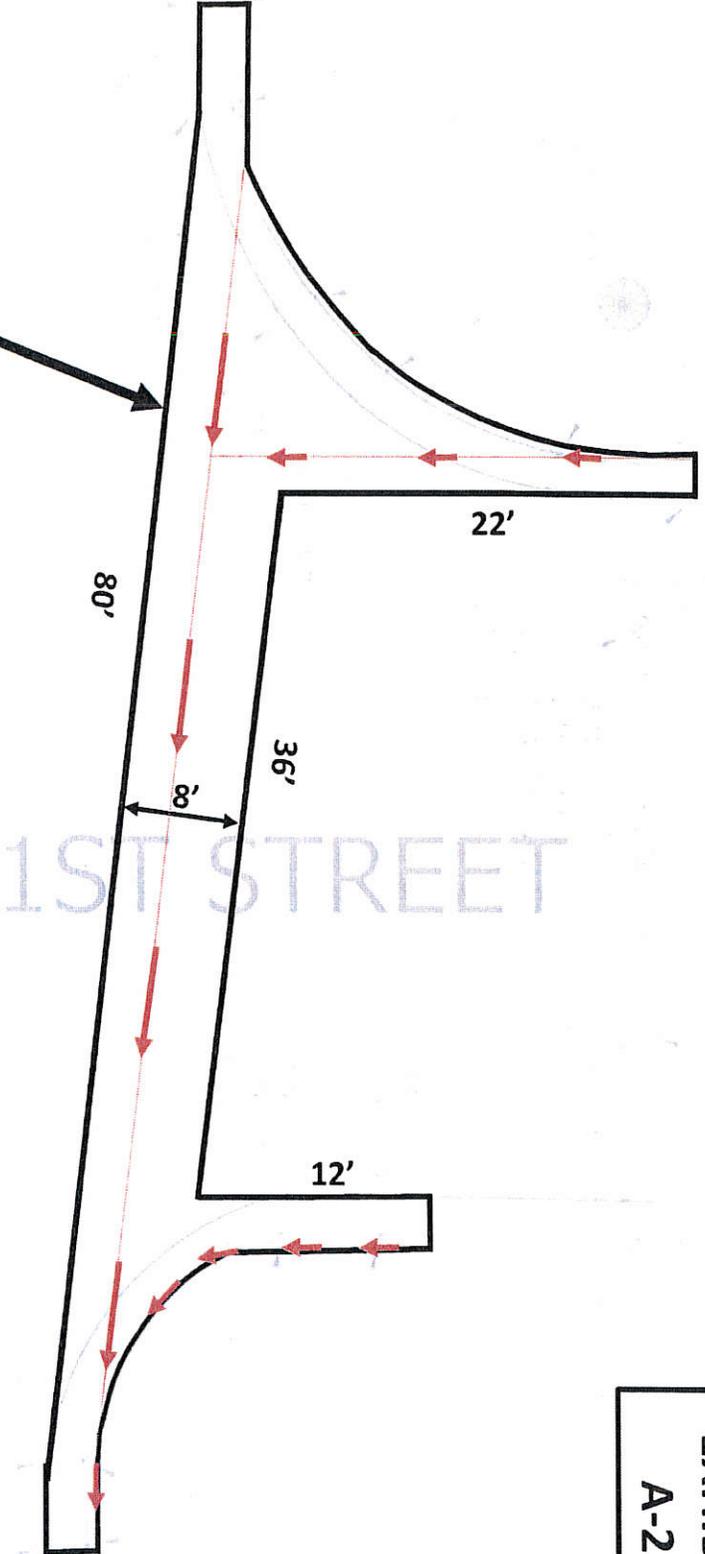
* Deleted Nicolet from 8th to 16th (A.C. Grind and CAP = 99,061 sf = 940 tons).

** Added street segments (A.C. Grind and Cap = 83,946 sf = 985 tons).



**EXHIBIT
A-1**

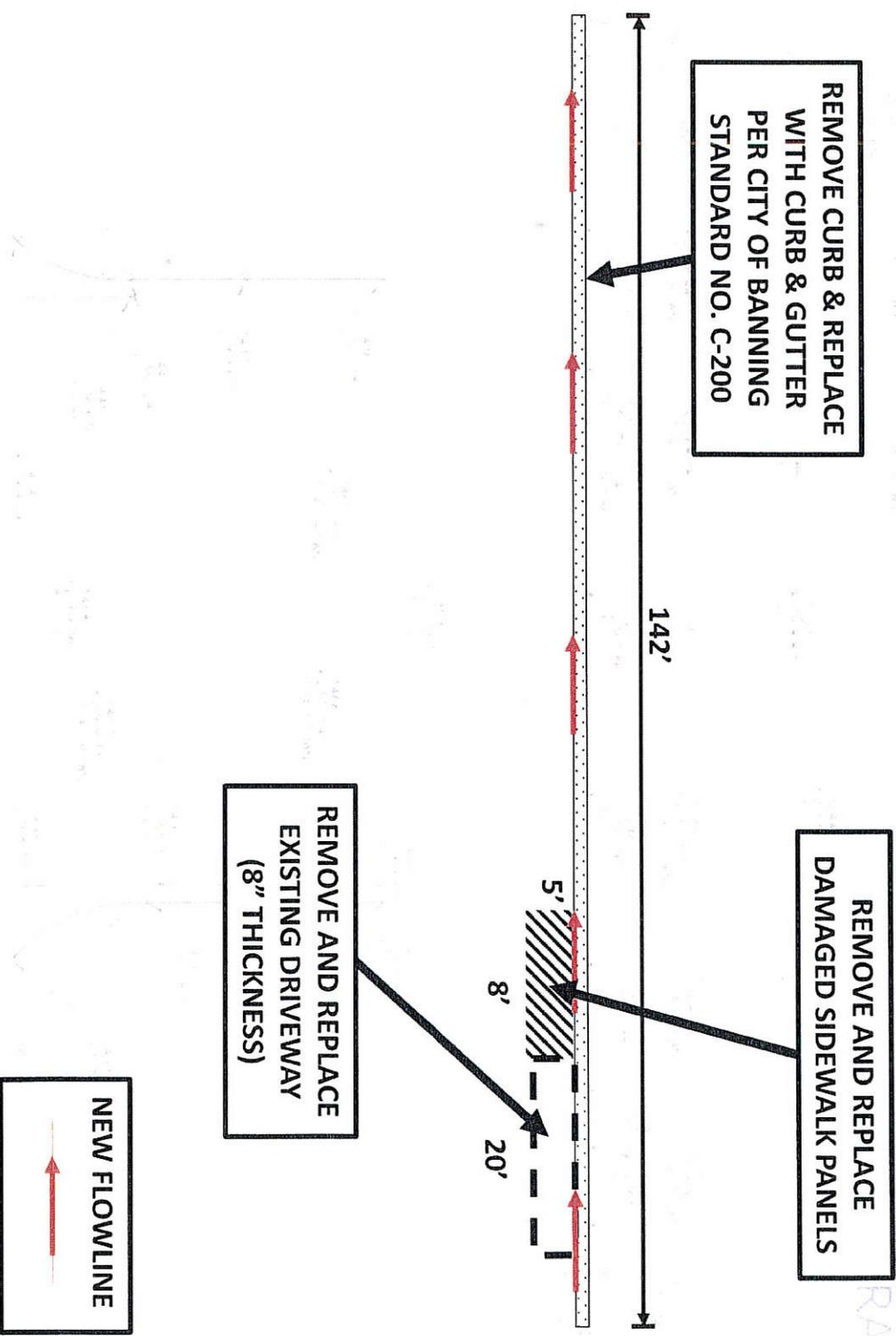
EXHIBIT
A-2



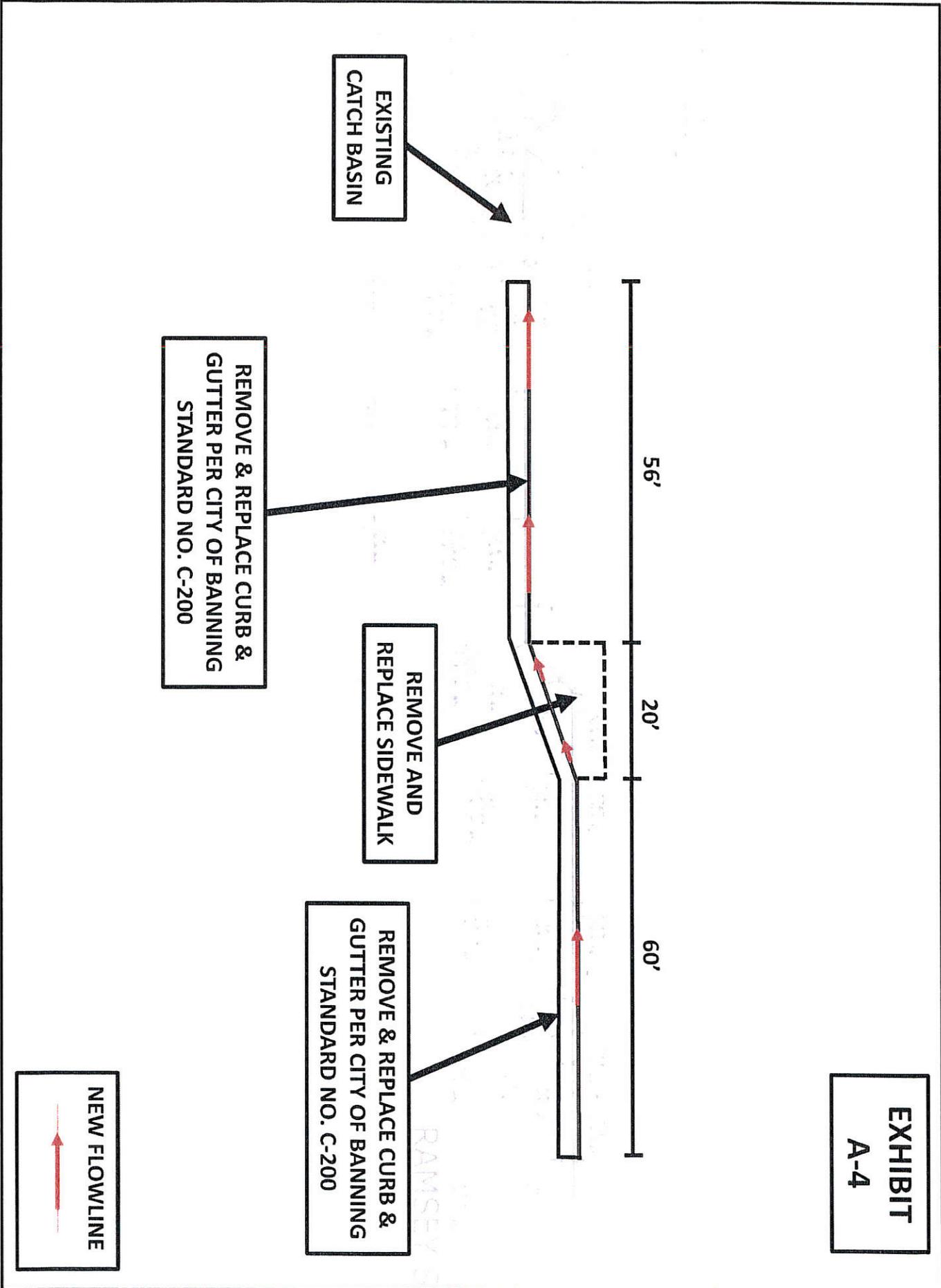
NEW GUTTER AND SPANDREL
TO BE CONSTRUCTED IN
ACCORDANCE WITH
MODIFIED CITY STANDARD
NO. C-211

NEW FLOWLINE
→

**EXHIBIT
A-3**



**EXHIBIT
A-4**





SITE PLAN KEY NOTES:

1. SEE GENERAL NOTES FOR THE EXISTING BUILDING.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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PARKING SUMMARY

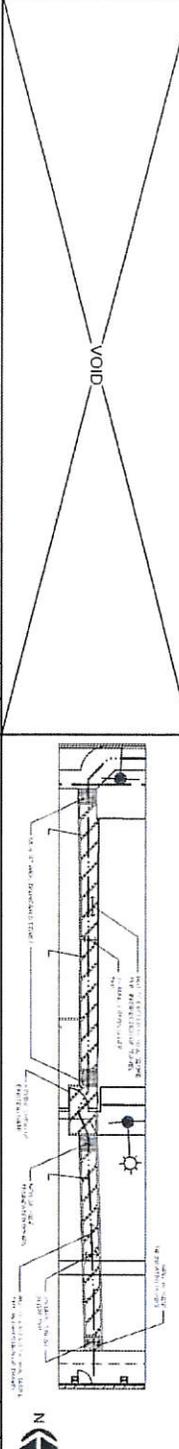
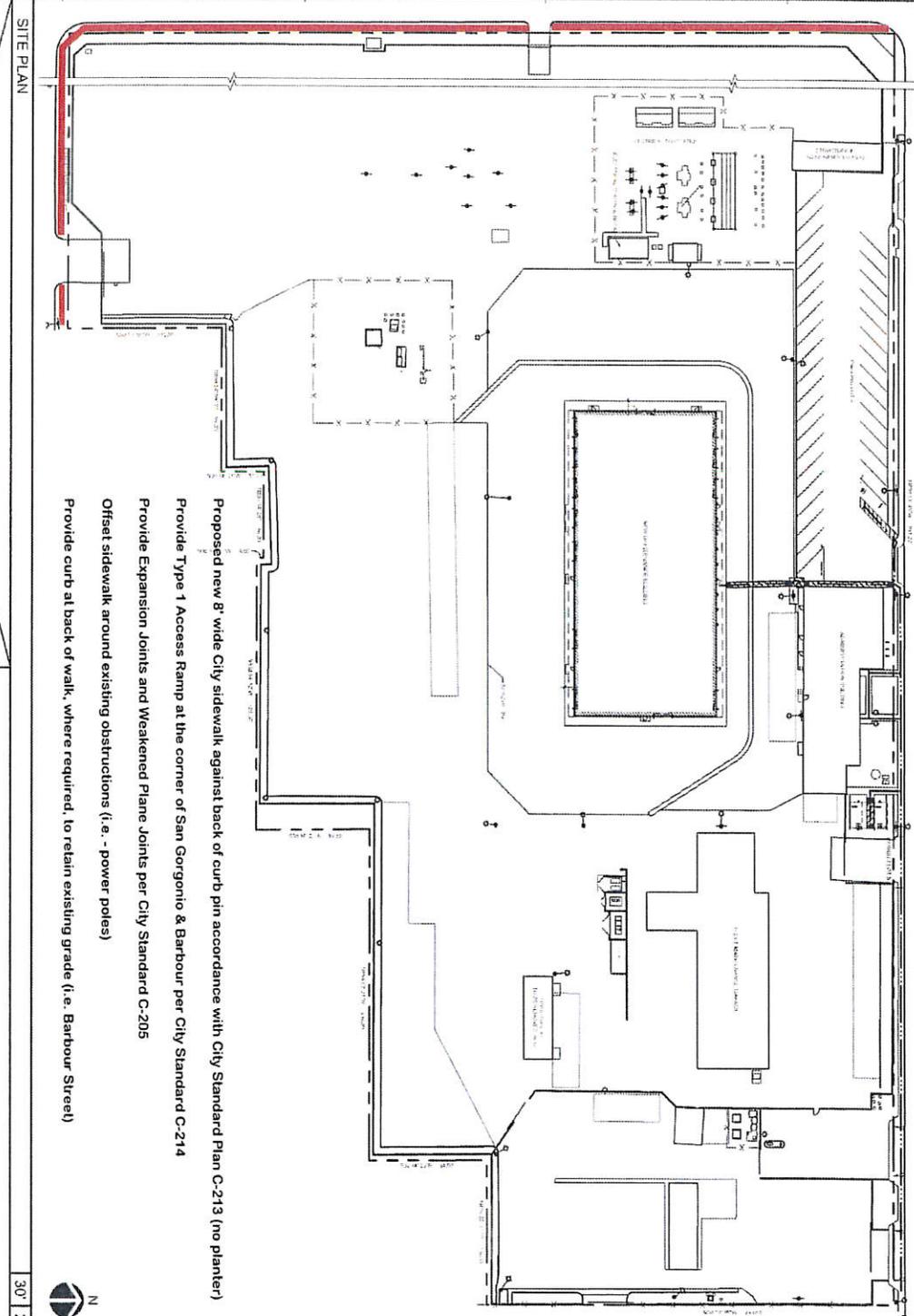
EXISTING: 100
 NEW: 100
 TOTAL: 200

SITE PLAN LEGEND:

- 1. EXISTING BUILDING
- 2. NEW BUILDING
- 3. EXISTING DRIVEWAY
- 4. NEW DRIVEWAY
- 5. EXISTING SIDEWALK
- 6. NEW SIDEWALK
- 7. EXISTING CURB
- 8. NEW CURB
- 9. EXISTING UTILITY
- 10. NEW UTILITY
- 11. EXISTING LANDSCAPE
- 12. NEW LANDSCAPE
- 13. EXISTING FENCE
- 14. NEW FENCE
- 15. EXISTING SIGN
- 16. NEW SIGN
- 17. EXISTING LIGHT
- 18. NEW LIGHT
- 19. EXISTING TREE
- 20. NEW TREE

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



Proposed new 8' wide City sidewalk against back of curb pin accordance with City Standard Plan C-213 (no planter)

Provide Type 1 Access Ramp at the corner of San Geronio & Barbour per City Standard C-214

Provide Expansion Joints and Weakened Plane Joints per City Standard C-205

Offset sidewalk around existing obstructions (i.e. - power poles)

Provide curb at back of walk, where required, to retain existing grade (i.e. Barbour Street)

30' | 23

10' | 29

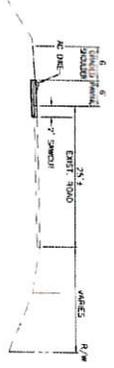
A1.10

SITE PLAN

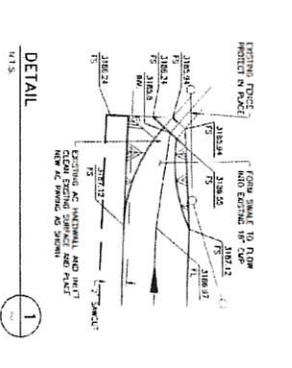
**METAL BUILDING
 BID**

CITY OF BANNING
 NEW CORPORATE
 WAREHOUSE
 179 EAST LINCOLN ST.
 BANNING, CA 92220

CITY OF BANNING, STATE OF CALIFORNIA PROJECT NO. 2016-03 SUNSET AVENUE SLOPE FAILURE REPAIR



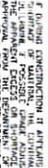
ROAD SECTION
SCALE: 1"=10'



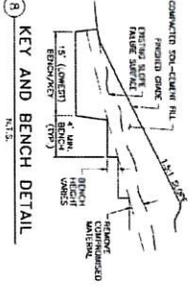
DETAIL
SCALE: 1"=10'



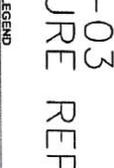
RIP-RAP DETAIL
SCALE: 3/4"=1'-0"



AC CUTTER DETAIL
SCALE: 3/4"=1'-0"

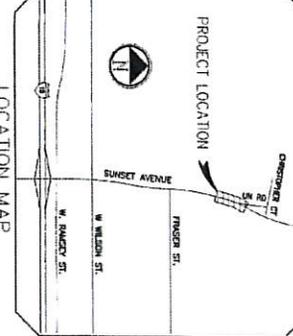


KEY AND BENCH DETAIL
SCALE: 3/4"=1'-0"

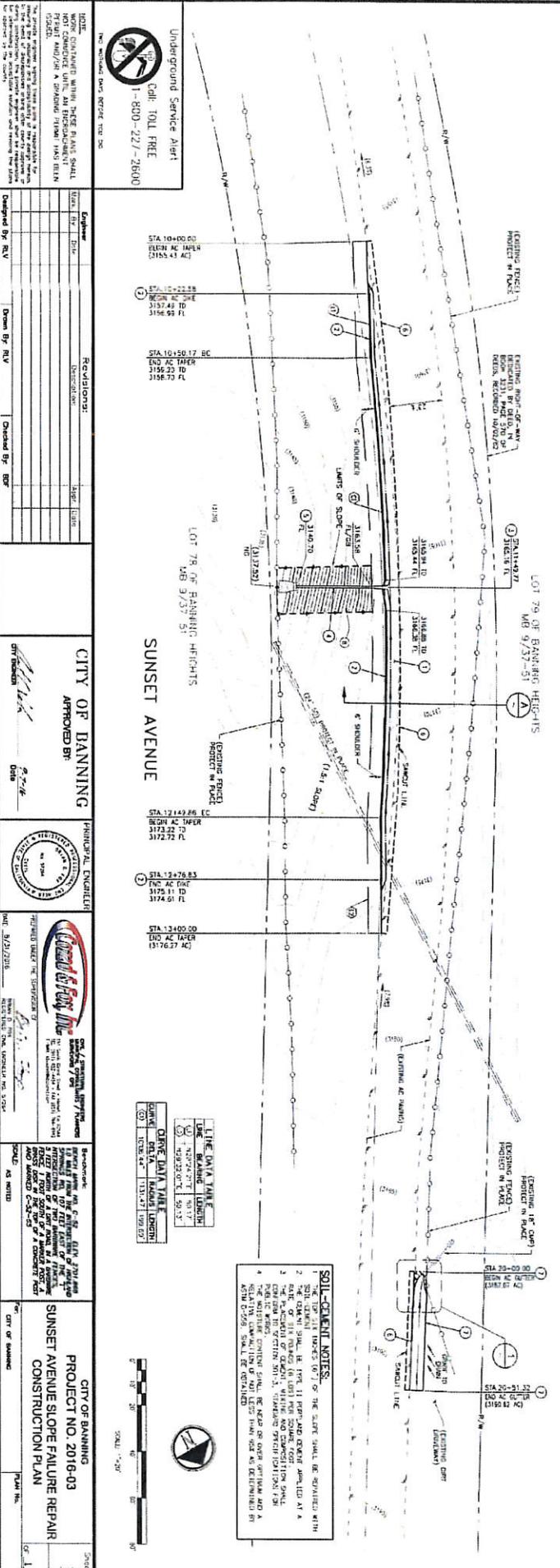


OPINION OF EARTHWORK
The construction of earthwork shall be in accordance with the specifications for earthwork in the standard specifications for highway construction, California Department of Transportation, 2012 Edition. The contractor shall be responsible for providing the necessary earthwork to complete the project. The contractor shall be responsible for providing the necessary earthwork to complete the project. The contractor shall be responsible for providing the necessary earthwork to complete the project.

CONSTRUCTION NOTES
1. PLACE AC PAVEMENT, MATCH EXISTING SECTION OR 1\"/>



LOCATION MAP
SCALE: 1"=100'



Underground Service Alert
Call: TOLL FREE
1-800-427-2800

Station	Structure	Material	Notes
STA 10+00.00	AC CUTTER	CONCRETE	EXISTING
STA 10+50.00	RIP-RAP	RIP-RAP	EXISTING
STA 11+00.00	KEY AND BENCH	CONCRETE	EXISTING
STA 11+50.00	AC CUTTER	CONCRETE	EXISTING
STA 12+00.00	RIP-RAP	RIP-RAP	EXISTING
STA 12+50.00	KEY AND BENCH	CONCRETE	EXISTING
STA 13+00.00	AC CUTTER	CONCRETE	EXISTING

CITY OF BANNING
APPROVED BY: _____
DATE: _____



CONTRACT INFORMATION
PROJECT NO. 2016-03
CONSTRUCTION PLAN

DATE
DATE: _____

PROJECT NO.
PROJECT NO. 2016-03

SCALE
SCALE: 1"=100'

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
1	1045 N. Elisa Dawn Drive	4	X	8	32	4
2	1050 N. Elisa Dawn Drive	6	X	8	48	4
3	900 W. King Street	6	X	7	42	4
4	Wilson Street and Hargrave Street	5	X	8	40	8
5	1396 N. 8th Street	6	X	8	48	8
6	1396 N. 8th Street	4	X	8	32	8
7	497 Cherokee Circle	5	X	6	30	4
8	497 Sioux Circle	5	X	7	35	4
9	130 E. Charles Street	4	X	9	36	6
10	1381 S. Hermosa Street	5	X	7	35	4
11	George & 2nd Street	7	X	7	49	6
12	1109 W. Nicolet Street	6	X	5	30	6
13	16th Street & George Street	10	X	8	80	6
14	16th Street & George Street	6	X	4	24	6
15	5365 W. Plain Field Drive	5	X	5.5	27.5	4
16	576 Essex Way	4	X	6	24	4
17	1958 Fairway Oaks Drive	9	X	7	63	4
18	368 E. Lombardy Lane	5	X	7	35	4
19	368 E. Lombardy Lane	4	X	9	36	4
20	549 N. 16th Street	5	X	7	35	6
21	5281 W. Riviera Avenue	7	X	6	42	4
22	5913 Oakmont Drive	5	X	7	35	4
23	5717 Riviera Avenue	6	X	9	54	6
24	526 La Costa Drive	8	X	7	56	4
25	1504 W. Williams Street	5	X	9	45	6
26	1504 W. Williams Street	4	X	5	20	6
27	446 N. 20th Street	4	X	6	24	4
28	446 N. 20th Street	4	X	7	28	4
29	3062 Mohawk Road	7	X	9	63	4
30	1802 Masters Drive	5	X	7	35	4
31	7th Street and Williams Street	8	X	7	56	6
32	1535 W. Williams Street	5	X	7	35	6
33	1535 W. Williams Street	5	X	7	35	6
34	1139 W. Hoffer Street	7	X	10	70	4
35	630 S. La Costa Drive	7	X	7	49	4

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
36	631 S. La Costa Drive	6	X	10	60	4
37	1245 W. Nicolet Street	11	X	5	55	6
38	4897 W. Meadow Way	6	X	6	36	4
39	Summitt Drive and Alessandro Street	3	X	7	21	6
40	425 San Andreas Road (hydrant valve)	2	X	3	6	4
41	1559 N. Hargrave Street	8	X	6	48	6
42	Across from 1211 E. Hoffer Street	10	X	6	60	4
43	George Street and Cherry Street (valves)	4	X	5	20	6
44	1268 Wyte Way	5	X	6	30	4
45	946 Via Panorama	8	X	7	56	4
46	906 Via Panorama	4	X	10	40	4
47	1032 W. King Street	6	X	6	36	4
48	693 N. Sims Street	6	X	7	42	4
49	1600 Block N. Hargrave Street	6	X	9	54	6
50	1530 N. Hargrave Street	4	X	13	52	6
51	949 E. Hoffer Street	6	X	9	54	4
52	1444 W. Williams Street	10	X	10	100	6
53	1444 W Williams Street	4	X	7	28	6
54	1376 E. Lincoln Street	5	X	7	35	6
55	1722 W. Lincoln Street	4	X	6	24	6
56	1220 Vista Serena Avenue (Gated)	3	X	3	9	4
57	404 41st Street	4	X	33	132	4
58	674 Grove Avenue	5	X	7	35	4
59	573 Shoal Creek Street	6	X	7	42	4
60	1435 W. Hays Street	8	X	10	80	4
61	1435 W. Hays Street	5	X	13	65	4
62	1435 W. Hays Street	5	X	7	35	4
63	5309 Riviera Avenue	6	X	11	66	4
64	4751 Salem Circle	7	X	10	70	4
65	1308 Pleasant Valley Avenue	9	X	6	54	4
66	6370 Harbour Town Way	9	X	7	63	4
67	1314 S. Laguna Seca Court	7	X	6	42	4
68	5091 Brookside Drive	6	X	7	42	4
69	3333 Bluff Street	15	X	13	195	4

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
70	3333 Bluff Street	5	X	6	30	4
71	5385 W. Plain Field Drive	7	X	7	49	4
72	772 S. Torrey Pines Road	6	X	5	30	4
73	1032 W. King Street	7	X	7	49	4
74	Hargrave Street and Hoffer Street	5	X	6	30	6
75	529 La Quinta Drive	5	X	6.5	32.5	4
76	1274 W. Barbour Street	6	X	6	36	4
77	3333 W. Ramsey Street (back of store)	4	X	8	32	4
78	1178 Weaver Street & Gilman Street	5	X	10	50	4
79	1178 Weaver Street & Gilman Street	5	X	14	70	4
80	Hargrave Street & George Street (60' North of George)	5	X	7	35	6
81	San Gorgonio Avenue & Theodore Street	9	X	9	81	6
82	1135 Linda Vista Drive	4	X	6	24	4
83	1135 Linda Vista Drive	4	X	6	24	4
84	782 Torrey Pines Road	5	X	7	35	4
85	1484 W. Ramsey Street (Back)	6	X	8	48	4
86	1484 W. Ramsey Street (Back)	4	X	6	24	4
87	1510 W. Ramsey Street (Back)	40	X	6	240	4
88	1070 Linda Vista Drive	4	X	9	36	4
89	1070 Linda Vista Drive	4	X	9	36	4
90	1722 Lincoln Street	9	X	10	90	6
91	1308 W. Ramsey Street (Back)	40	X	6	240	4
92	850 Country Club Drive	6	X	6	36	4
93	1502 W. Ramsey Street	40	X	6	240	8
94	5435 Moody Drive	7	X	5	35	4
95	1522 W. Nicolet Street	7	X	4	28	6
96	670 Torrey Pines Road	7	X	7	49	4
97	5323 Rivera Avenue	7	X	12	84	4
98	5577 Moody Drive	7	X	6	42	4
99	1425 W. Hays Street	7	X	11	77	4
100	900 W. King Street	7	X	8	56	4
101	1178 Fairway Oaks Avenue	6.5	X	7	45.5	4
102	725 N Hargrave Street	8	X	8	64	6
103	725 N Hargrave Street	8	X	8	64	6

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
104	654 Allen Street	6	X	8	48	4
105	1425 Hays Street	7	X	8	56	4
106	660 La Costa Drive	6	X	7	42	4
107	2nd Street & Livingston Street	4	X	6	24	4
108	769 E. Theodore Street	3	X	7	21	4
109	769 E. Theodore Street	2	X	27	54	4
110	785 La Costa Drive	6	X	9	54	4
111	5701 Oakmont Drive	7	X	7	49	4
112	5355 Pinehurst Drive	4	X	4	16	4
113	5466 Pinehurst Drive	4.5	X	7	31.5	4
114	466 Maidstone Street	7	X	6	42	4
115	5225 Riviera Avenue	5	X	8	40	4
116	2140 Birdie Drive	5	X	8	40	4
117	5220 Palmer Drive	3	X	3	9	4
118	861 E. Wilson Street	14.5	X	18	261	8
119	861 E. Wilson Street	33	X	9	297	8
120	115 Lombardy Lane	7	X	5	35	4
121	Lombardy Lane & Murray Street	10	X	25	250	4
122	1687 Durward Street	6	X	7	42	4
123	1687 Durward Street	6	X	8	48	4
124	275 E. Lincoln Street	4	X	8	32	4
125	436 N. 4th Street	5	X	8	40	6
126	6283 Saw Grass Drive	6	X	6	36	4
127	1245 W. Nicolet	4	X	11	44	6
128	1019 Southern Hills Drive	7	X	8	56	4
129	16th Street & Ramsey Street (North of Ramsey Street)	6	X	10	60	6
130	Livingston Street Alley	12	X	9	108	4
131	271 W. Livingston Street	5	X	8	40	4
132	271 W. Livingston Street	3	X	8	24	4
134	Alessandro Street N/O Nicolet Street (School driveway approaches)	2	X	50	100	6
135	3894 W. Ramsey Street	10	X	24	240	8
137	South bound lane Hargrave Street, South of Riverside County entrance	6	X	14	84	6
138	3157 Nicolet Street	15	X	20	300	6
139	1930 W. Ramsey Street	2	X	2	4	8

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
140	Pizza Hut - East Entrance	2	X	2	4	8
141	Sizzler (4) X	2	X	3	6	8
142	1434 W. Ramsey Street (fire line trench)	4	X	56	224	8
143	1481 W. Ramsey Street	4	X	20	80	8
144	Hacienda Inn & Suites (fire line trench)	4	X	56	224	8
145	County building entrance off of Ramsey Street	3	X	4	12	8
151	Hathaway Street close to Williams Street (AL)	12	X	80	960	6
152	1115 W. Ramsey Street (fire line trench)	4	X	56	224	8
153	2301 W. Ramsey Street (AL)	6	X	28	168	8
154	1000 block 4th Street	4	X	4	16	6
155	400 W. block of Hoffer Street and 4th Street (NW of intersection)	2	X	12	24	6
156	295 W. Gilman Street	3	X	3	9	6
157	301 W. Gilman Street	3	X	3	9	6
158	W. Gilman Street and Linda Vista Drive (AL)	12	X	20	240	6
159	94 Gilman Street (W)	2	X	2	4	6
160	609 W. Gilman Street	4	X	6	24	6
161	2850 Nicolet (Tree Roots)	6	X	45	270	6
162	2850 Nicolet (Tree Roots)	6	X	6	36	6
163	2907 George Street. just East of George Street & Sylvan Avenue intersection	3	X	3	9	6
164	510 Sunset Avenue	2	X	2	4	6
165	Adams Avenue & Lincoln Street	3	X	8	24	6
166	1184 Lincoln St. (Water Service)	3	X	25	75	6
169	378 Hargrave West intersection	2	X	47	94	6
170	378 Hargrave West intersection	6	X	8	48	6
171	378 Hargrave West intersection	5	X	24	120	6
172	378 Hargrave West intersection	5	X	16	80	6
173	450 Hargrave	8	X	10	80	6
175	3rd & Ramsey North Intersection	4	X	8	32	6
176	128 3rd Street	2	X	2	4	6
177	2565 W. Nicolet Street (AL)	6	X	80	480	6
178	2778 W. Nicolet Street	6	X	8	48	6
179	434 Grove Avenue, across the street, close to park (tree roots lifting AC)	6	X	10	60	6
180	497 Sixth Street (old utility trenches)	20	X	28	560	6
181	555 Second Street	2	X	2	4	6

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
182	515 Second Street (3 in the area, one across the street)	3	X	4	12	6
183	515 Second Street	3	X	4	12	6
184	515 Second Street	2	X	10	20	6
185	Second just North of Nicolet, next to church	2	X	2	4	6
186	Hays Street and Second Street, south intersection	3	X	4	12	6
187	1158 First Street., across the street	2	X	6	12	6
188	815 First Street	2	X	20	40	6
189	Hoffer Street and Seventh Street - intersection (AL)	10	X	20	200	6
190	1036 Elisa Dawn Dr	6	X	8	48	4
191	865 Via Panorama	6	X	7	42	4
192	865 Via Panorama	5	X	15	75	4
193	1358 South Hermosa Avenue	10	X	28	280	4
194	1296 Wyte Way	8	X	5	40	4
195	1296 Wyte Way	4	X	3	12	4
196	1246 Wyte Way	7	X	9	63	4
197	916 Linda Vista Drive	8	X	12	96	4
198	North Hargrave Street (60ft north of East Hoffer Street)	6	X	10	60	6
199	City Corporate Yard (Fuel Island)	2	X	6	12	6
200	City Corporate Yard (Fuel Island)	5	X	16	80	6
201	West Williams Street and N 14th Street	5	X	8	40	6
202	Sunset Avenue (North of Ramsey on West side)	2	X	12	24	6
203	1496 West Ramsey Street (Back)	4	X	8	32	4
204	5370 Palmer Drive	9	X	9	81	4
205	5401 Palmer Drive	7	X	11	77	4
206	1302 Laguna Seca Court	6	X	8	48	4
207	Sunset Avenue and Ramsey Street (SE corner)	4	X	14	56	8
208	Hargrave Street (SB lane South of Reverside County entrance)	6	X	14	84	6
209	1434 West Ramsey (Fine line trench)	4	X	56	224	8
210	3403 West Ramsey (Behind stores in alley - 10x10, in Ramsey - 5x5)				125	6

Line No.	Street Repair Locations	Size Patch			Sq. Ft.	Approx. Depth (inches)
211	Hargrave Street and Nicolet (West side of intersection - 6x8, 5x24, 5x16, 2x47)				342	6
212	490 6th Street (Old utility trench)	20	X	28	560	6
Total Area (Sq. Ft.)					15,054	

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: February 13, 2018

SUBJECT: Planning Commission Recommendation to Re-Acquire Rights-of-Way Previously Deeded to the Vanir Property

RECOMMENDED ACTION:

1. Receive and file the Planning Commission's recommendation.

BACKGROUND:

At the December 6, 2017 Planning Commission meeting, the Planning Commission asked that the topic of the Vanir property be agendized for a future meeting. The Vanir property is property formerly owned by a subsidiary of Vanir Group of Companies, Inc. known as Banning Office Ventures, LLC and deeded back to the City pursuant to an Reverter Agreement dated June 27, 2017. This property is located on the south side of Ramsey Street, east of San Gorgonio Avenue and was approved for development as the Paseo San Gorgonio project. That project was not built and the property is currently vacant.

At its January 3, 2018 meeting, the Planning Commission discussed the desirability of the City re-acquiring former right-of-ways that were vacated by the City and granted to Vanir in connection with the former Paseo San Gorgonio project.

COMMISSION RECOMMENDATION:

At the January 3, 2018 meeting, the Planning Commission voted unanimously to recommend to the City Council the re-acquisition of former street rights-of-way granted to the former Paseo San Gorgonio project (i.e. former Livingston and Alessandro Streets). The alleys and streets that were vacated in connection with the approval of the Paseo San Gorgonio Project are shown as exhibits to Resolution No. 2014-06, a copy of which is attached to this report.

FISCAL IMPACT:

The fiscal impact of re-acquiring the subject areas is unknown; they could be acquired separately from the property, or as part of an overall property acquisition. If and when the City reacquires the previously vacated rights-of-ways and thereafter sells the Vanir property to a third party, the square footage of property sold will be less than the property in its current configuration because of the reduction of square footage equal to the amount of reacquired right of way. This could affect the value of the property sold in either a positive or negative way depending on the proposed end use of the property and the benefit or detriment to the property owner of the existence and location of the reacquired right-of-way.

ATTACHMENTS

1. Resolution No. 2014-06 (which includes road vacation exhibit)

Approved by:



Alejandro Diaz
City Manager

ATTACHMENT 1

Resolution No. 2014-06 (which includes road vacation exhibit)

RESOLUTION NO. 2014-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA VACATING PORTIONS OF THOSE STREETS COMMONLY KNOWN AS LIVINGSTON STREET, ALESSANDRO ROAD AND ADJACENT ALLEYS

WHEREAS, the City of Banning desires to vacate portions of those roadways commonly known as Livingston Street, Alessandro Road and adjacent alleys located in the Amended Map of the Banning Land Company, per Map Book 9, Page 44 as originally recorded in the County of San Bernardino, 1890:

Parcel 1

A 10.00 wide Alley, lying southerly of Lot 27 of said Amended Map of the Banning Land Company, from the northerly prolongation of the easterly line of Lot 26 of said Amended Map of the Banning Land Company to the northerly prolongation of the easterly line of Lot 23 of said Amended Map of the Banning Land Company.

Parcel 2

A 10.00 wide Alley, lying between Lot 22 of said Amended Map of the Banning Land Company and said Lot 23, from the easterly prolongation of the southerly line of said Lot 27 and the northerly right of way line of Livingston Street (30.00 feet wide in the northerly half width) of said Amended Map of the Banning Land Company.

Parcel 3

Livingston Street (30.00 feet wide in northerly half width), from the southerly prolongation of the easterly line of said Lot 26 to the westerly right of way line of Martin Street (formally Potter Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company and Livingston Street (30.00 feet wide in southerly half width), from the easterly right of way line of San Gorgonio Avenue (60.00 feet in full width) and said westerly right of way line of Martin Street.

Excepting therefrom that portion lying southerly of the northerly right of way line of Interstate Route 10 as shown on State of California of Transportation Right of Way Map Nos. 421533 and 421534.

Parcel 4

Alessandro Road (formally Ella Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company, from the southerly right of way line of Ramsey Street (30.00 feet in southerly half width) and northerly right of way line of Livingston Street (30.00 feet in northerly half width) of said Amended Map of the Banning Land Company, and;

WHEREAS, pursuant to California Streets and Highways Code Sections 8300 et seq., the City Council has the authority and responsibility to resolve to vacate streets and highways within the City; and

WHEREAS, on January 2, 2014, the Planning Commission adopted Resolution No. 2014-01, finding that the vacation of the abovementioned portions of Livingston Street, Alessandro Road and adjacent alleys is consistent with the City of Banning's General Plan and recommending that the City Council vacate those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on January 28, 2014, the City Council set February 25, 2014 as the date on which it would hold a hearing for the purpose of considering the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, for two consecutive weeks on February 7, 2014 and February 14, 2014, the City gave public notice, by publishing in *Record Gazette* and by posting in prominent places on those portions of Livingston Street, Alessandro Road and adjacent alleys in compliance with Streets and Highways Code Section 8320, of the holding of the public hearing at which the City Council would consider the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on February 25, 2014, the City Council held the noticed public hearing considering the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys, at which interested persons had an opportunity to testify in support of, or opposition to, the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys and received testimony both in favor and opposed to the Project; and

WHEREAS, the developer and owner of the property, JMA Village, who acquired the property by that certain Purchase and Sale Agreement ("PSA") dated January 24, 2012 from the City, has negotiated with City an Amendment to the PSA providing that the hotel contemplated by the PSA will be deferred until later in the project and the original Hotel Parcel may be developed as an office building, and establishing a process whereby if a hotel is not feasible, an alternative use may be developed on the new Hotel Parcel; and

WHEREAS, the Amendment contains mutual releases where the parties waive and release any claims they may have one against the other, and it is the intent of the Council that the vacation of the roadways designated herein not be effective, and not be recorded in the Office of the County Recorder unless the release contained in said Amendment is valid and binding.

WHEREAS, the vacation of Livingston Street, Alessandro Road and adjacent alleys is necessary to undertake the Project contemplated by the Purchase Sale Agreement as it is being amended.

NOW, THEREFORE, the City Council of the City of Banning does Resolve, Determine, Find and Order as follows:

SECTION 1. The City Council, in light of the whole record before it, including but not limited to, the City's General Plan, the recommendation of the Planning Commission as provided in the Staff Report dated January 2, 2014, and documents incorporated therein by reference and any other evidence within the record or provided at or prior to the public hearing of this matter, hereby finds and determines as follows:

1. Those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution are unnecessary for present or prospective public use.

2. The vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution is consistent with the City of Banning's General Plan.

3. The vacation is being undertaken to carry out the project contemplated by that certain Purchase Sale Agreement between the aforementioned parties as it may be amended by the Amendment, and it is a condition precedent to the effectiveness of the vacation that the release contained within said Amendment be binding and effective.

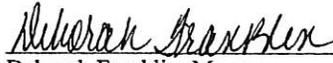
SECTION 2. The City Council hereby takes the following actions:

1. The City Council hereby recognizes that those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution are not necessary for present or prospective public use so long as the Project is developed pursuant to the Purchase Sale agreement.

2. The City Council hereby orders vacated those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution.

3. The City Council hereby orders the City Clerk to record this Resolution with the County Recorder, when the condition precedent of having a valid and binding release hereto has been satisfied to the satisfaction of the City Manager, which recording will make the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution effective pursuant to Streets and Highways Code Section 8325.

PASSED, APPROVED and ADOPTED this 10th day of June, 2014.


Deborah Franklin, Mayor
City of Banning

ATTEST:


Marie A. Calderon, City Clerk
City of Banning

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


David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-10 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10th day of June, 2014, by the following vote, to wit:

AYES: Councilmembers Miller, Welch, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None



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

(Note: Councilman Peterson did not participate in voting on this item because of a conflict of interest and Councilman Westholder recused himself from participation on this item.)

ATTACHMENT 1
Exhibit A: Legal Description

Exhibit B: Plat

Reso. No. 2014-41

5

EXHIBIT "A"
ROAD VACATION

Those portions of Section 10, Township 3 South, Range 1 East, in the City of Banning, County of Riverside, State of California, also shown on the Amended Map of the Banning Land Company as recorded in Map Book 9, Page 44, Records of San Bernardino County, California, described as follows:

Parcel 1

A 10.00 wide Alley, lying southerly of Lot 27 of said Amended Map of the Banning Land Company, from the northerly prolongation of the easterly line of Lot 26 of said Amended Map of the Banning Land Company to the northerly prolongation of the easterly line of Lot 23 of said Amended Map of the Banning Land Company.

Parcel 2

A 10.00 wide Alley, lying between Lot 22 of said Amended Map of the Banning Land Company and said Lot 23, from the easterly prolongation of the southerly line of said Lot 27 and the northerly right of way line of Livingston Street (30.00 feet wide in the northerly half width) of said Amended Map of the Banning Land Company.

Parcel 3

Livingston Street (30.00 feet wide in northerly half width), from the southerly prolongation of the easterly line of said Lot 26 to the westerly right of way line of Martin Street (formally Potter Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company and Livingston Street (30.00 feet wide in southerly half width), from the easterly right of way line of San Gorgonio Avenue (60.00 feet in full width) and said westerly right of way line of Martin Street.

Excepting therefrom that portion lying southerly of the northerly right of way line of Interstate Route 10 as shown on State of California of Transportation Right of Way Map Nos. 421533 and 421534.

Parcel 4

Alessandro Road (formally Ella Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company, from the southerly right of way line of Ramsey Street (30.00 feet in southerly half width) and northerly right of way line of Livingston Street (30.00 feet in northerly half width) of said Amended Map of the Banning Land Company.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Andrew Y. Oroscop, L.S. 5491
Prepared by: *AS*
Checked by: *AS*

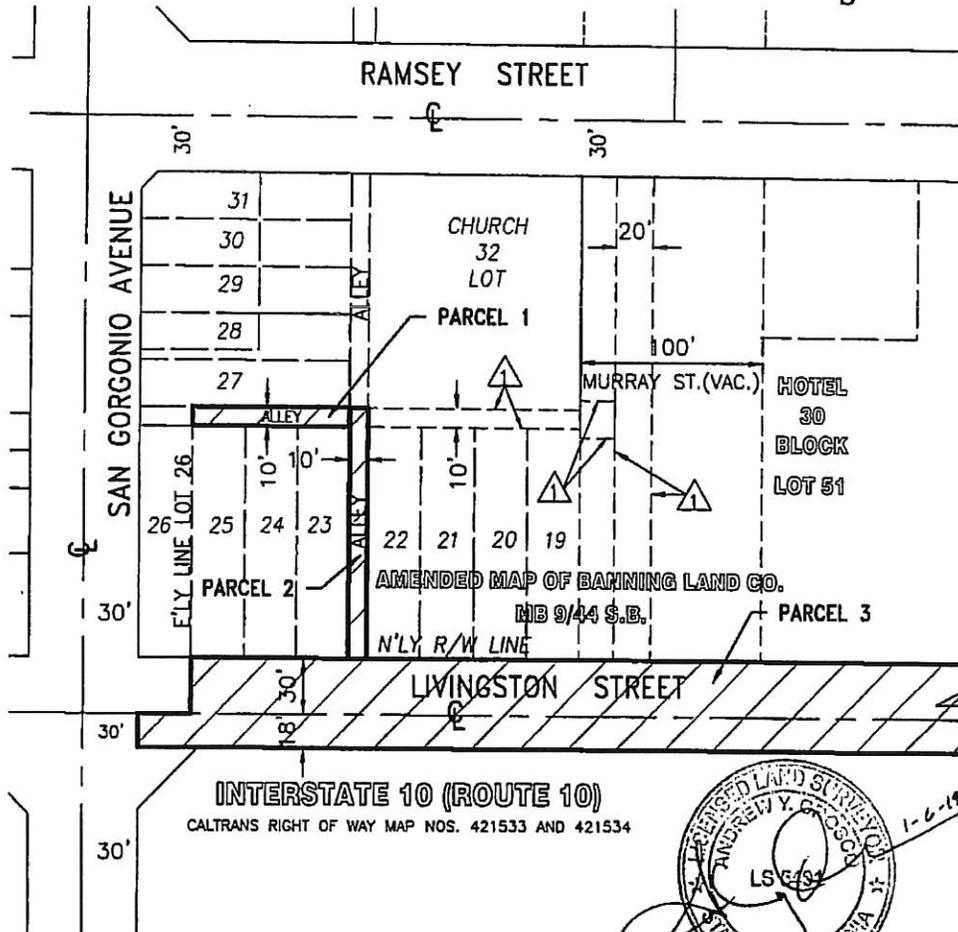
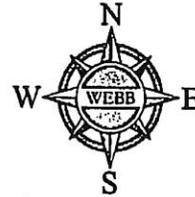
1-6-14
Date



EXHIBIT "B" ROAD VACATION



TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR RIGHT OF WAY, PIPELINES AND MAINTENANCE WITH THE RIGHT OF INGRESS AND EGRESS, RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO. 179864, O.R.



SEE SHEET 2

ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

G:\2009\09-0123\Parcel Map\09-123VAC.dwg 11/24/2013

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O.
09-0123

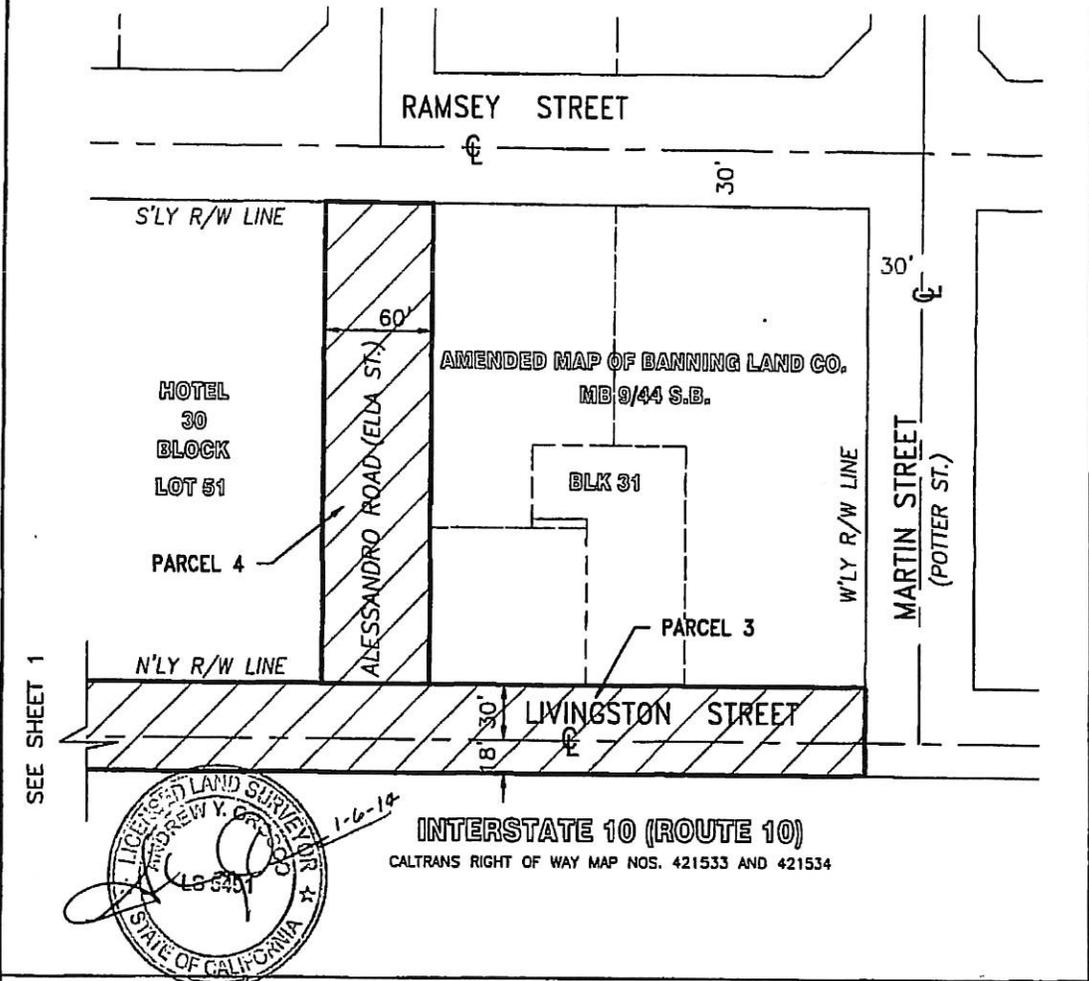
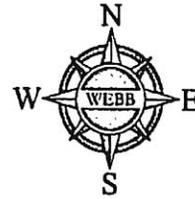
SCALE: 1"=80'

DRWN BY AA
CHKD BY [Signature]

DATE 1/6/14
DATE 11-6-14

SUBJECT: ROAD VACATION

EXHIBIT "B"
ROAD VACATION



ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

G:\2009\09-0123\Parcel Map\09-123VAC.dwg 1/6/2014

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O.
09-0123

SCALE: 1"=80'

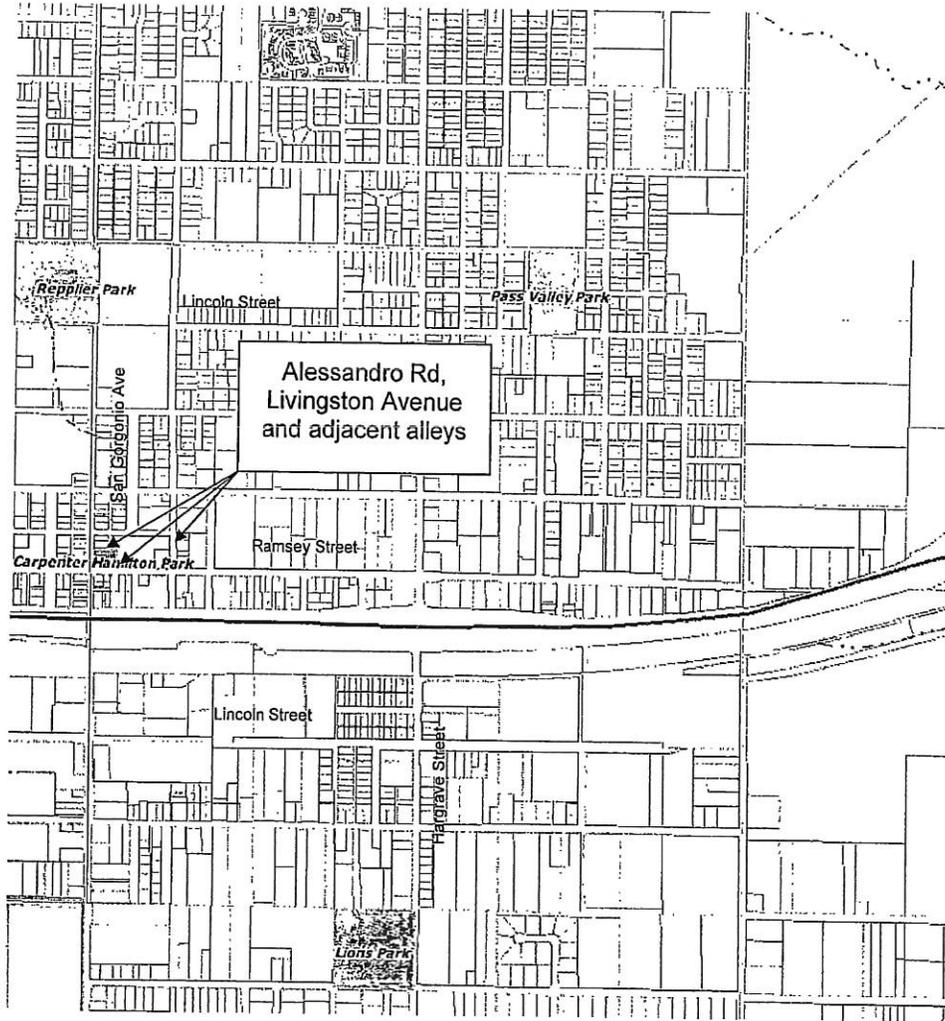
DRWN BY *[Signature]*
CHKD BY *[Signature]*

DATE 1/6/14
DATE 1-6-14

SUBJECT: ROAD VACATION

ATTACHMENT 2
Location/Vicinity Map

Reso. No. 2014-41



Not to Scale

Location Map

PH #13-12504

ATTACHMENT 3
Circulation Element

Reso No. 2014-41

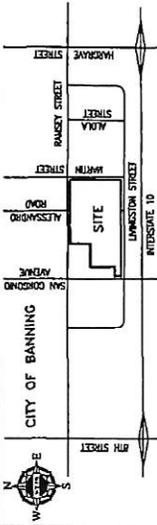
ATTACHMENT 4
Parcel Map No. 36285

Reso No 2014-41

PARCEL MAP NO. 36285

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF LOTS 19 THROUGH 25, IN BLOCK 28, LOT 51, IN BLOCK 30, BLOCK 31 AND LIVINGSTON STREET AS PER AMENDED MAP OF BANNING LAND COMPANY ON FILE IN BOOK 9 PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS AND A PORTION OF MURRAY STREET AND AN UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 179884, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS MAY 2013

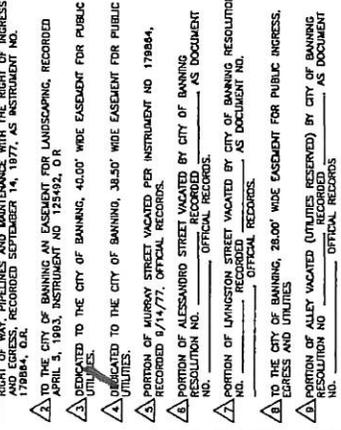


EASEMENT NOTES

- 1. RESERVED TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR THE TRANSMISSION OF GAS THROUGH THE CITY OF BANNING AND ADJACENT AREAS, RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO. 179884, O.R.
- 2. TO THE CITY OF BANNING, AN EASEMENT FOR LANDSCAPING, RECORDED APRIL 3, 1963, INSTRUMENT NO. 125492, O.R.
- 3. DEDICATED TO THE CITY OF BANNING, 40.00' WIDE EASEMENT FOR PUBLIC UTILITIES.
- 4. DEDICATED TO THE CITY OF BANNING, 38.50' WIDE EASEMENT FOR PUBLIC UTILITIES.
- 5. PORTION OF MURRAY STREET VACATED PER INSTRUMENT NO. 179884, RECORDED 9/14/77, OFFICIAL RECORDS.
- 6. PORTION OF ALESSANDRO STREET VACATED BY CITY OF BANNING RESOLUTION NO. _____ OFFICIAL RECORDS.
- 7. PORTION OF LIVINGSTON STREET VACATED BY CITY OF BANNING RESOLUTION NO. _____ OFFICIAL RECORDS.
- 8. TO THE CITY OF BANNING, 28.00' WIDE EASEMENT FOR PUBLIC UTILITIES, EGRESS AND UTILITIES.
- 9. PORTION OF ALLEY VACATED (UTILITIES RESERVED) BY CITY OF BANNING RESOLUTION NO. _____ OFFICIAL RECORDS.

VICINITY MAP

NOT TO SCALE



LINE #	DISTANCE	BEARING
L1	18.00'	N070°56'E
L2	29.00'	N89°48'41"W
L3	18.00'	N0708°42'E
L4	30.00'	N89°46'41"W
L5	24.00'	N44°43'57"W
L6	17.58'	N89°37'16"W
L7	18.27'	N89°35'55"W
L8	23.98'	N45°15'40"E
L9	18.00'	S82°43'08"E

SURVEYOR'S NOTES

1. BASIS OF BEARINGS IS THE CENTERLINE OF LIVINGSTON STREET TAKEN AS NORTH 89°58'17" EAST PER CALTRANS RW MAP NO. 421534, RV. CO. REF. NO. 204-577.
2. --- INDICATES FOUND MONUMENTS AS NOTED.
3. --- INDICATES SET, 1" IRON PIPE WITH TAG STAMPED L.S. 5529, FLUSH, OR NAIL AND TAG IN LEAD STAMPED L.S. 5529 SET IN CONCRETE AREAS AND TOP OF WALLS AND AREA WITHIN THE DISTINCTIVE BORDER IS 3.47 ACRES CROSS.
4. TOTAL AREA WITHIN THE DISTINCTIVE BORDER IS 3.47 ACRES CROSS.
5. (R1) INDICATES RECORD PER CALTRANS RW MAP NO. 421533, RV. CO. REF. NO. 204-576, UNLESS OTHERWISE NOTED.
6. (R2) INDICATES RECORD PER CALTRANS RW MAP NO. 421534, RV. CO. REF. NO. 204-577.
7. (R3) INDICATES RECORD PER R.S. 4/97.
8. (R4) INDICATES RECORD PER M.B. 9/44 S.D. CO. REC.
9. CDH INDICATES "CALIFORNIA DIVISION OF HIGHWAYS".
10. ALL MONUMENTS SHOWN AS "NOT" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.
11. ZZZZ INDICATES RESTRICTED ACCESS.

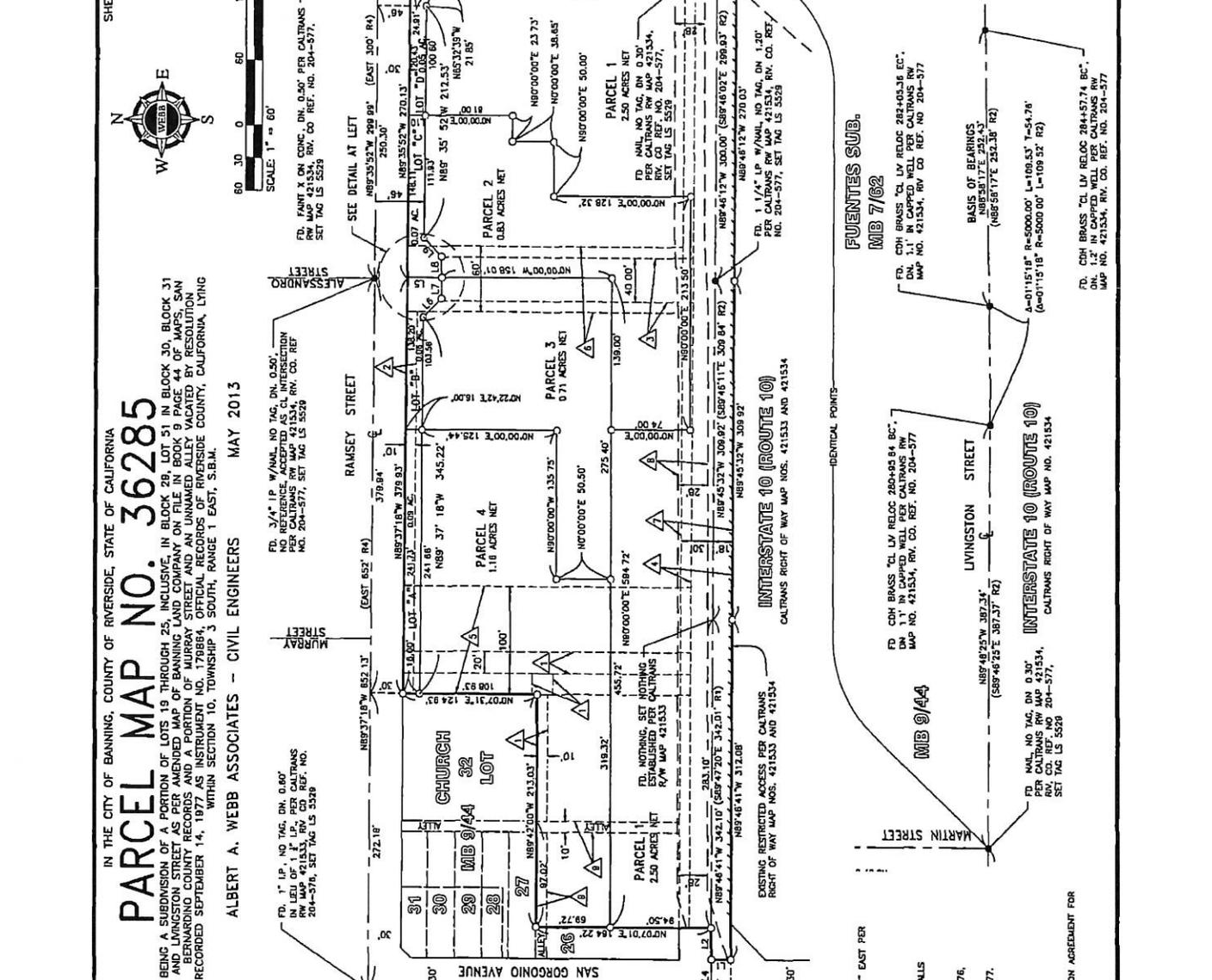


SEE DETAIL AT LEFT

FD. 3/4" I.P. W/MAL. NO TAG. DN. 0.50' NO REFERENCE ACCEPTED AS CL INTERSECTION PER CALTRANS RW MAP 421534, RV. CO. REF. NO. 204-577, SET TAG LS 5529

FD. 1" I.P. NO TAG. DN. 0.60' IN LEU OF 3/4" I.P. PER CALTRANS RW MAP 421534, RV. CO. REF. NO. 204-576, SET TAG LS 5529

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ATTACHMENT 5
Site Plan

Reso. No. 2014-41



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: February 13, 2018

SUBJECT: Resolution 2018-16 Approving the Amended Classification and Compensation Policy for Part-Time Employees.

RECOMMENDATION:

Adoption of Resolution 2018-16, approving the amended Classification and Compensation Policy for Part-Time Employees, to align the part-time classifications with the respective full-time classifications and align the City's Classification and Compensation Policy with the Schedule for California Minimum Wage Rate 2017-2023.

JUSTIFICATION:

Certain classifications had different pay grades based on the status of part-time compared to full-time, such as the position of Bus Driver with a part-time grade of 41 and a full-time grade of 47. There is a significant need for part-time Bus Drivers and it is difficult to recruit a part-time position that has a pay range significantly lower than that of its full-time equivalent.

Additionally, the previous Part-Time Classification and Compensation Policy was not in compliance with the Schedule for California Minimum Wage rate 2017-2023, as required by state law. The schedule requires that any employer with more than 25 employees to pay a minimum wage of \$11 per hour effective January 1, 2018 and increase annually by \$1 until the minimum wage is \$15 per hour effective January 1, 2023. On a prospective bases, the Part-Time Classification and Compensation Policy in regards to hourly rates, will be linked to the International Brotherhood of Electric Worker's General Unit Memorandum of Understanding ("IBEW-General MOU"), which should keep part-time employee compensation in compliance with the California minimum wage requirements through 2023, or staff will bring the item back to Council for further approval to be in conformance with the state law.

Finally, on July 1, 2015, the Healthy Workplaces, Healthy Families Act of 2014 became effective, which entitles part-time, temporary and seasonal workers who work for thirty (30) days or more in a 12-month period to accrue at least one (1) hour of sick leave for every thirty (30) hours worked. The City implemented the requirement in 2015 and the recommended resolution encompasses such.

BACKGROUND:

The City and previously adopted resolutions 2015-13 and 2015-71 designating part-time classifications and compensation. As needs of the City change and California employment law is updated, there is a need to update the resolution from time to time.

OPTIONS:

1. Adopt Resolution 2018-16, approving the amended Part-Time Classification and Compensation Policy.
2. Provide alternative direction to staff.

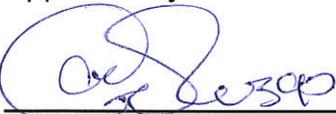
FISCAL IMPACT:

There is no fiscal impact for the remainder of this fiscal year and any future impact will be presented to Council during the upcoming Budget Workshop for the next budget cycle.

ATTACHMENTS:

1. Resolution 2015-71
2. Resolution 2018-16

Approved by:



Alejandro Diaz, Interim City Manager

ATTACHMENT 1

(RESOLUTION 2015-71)

RESOLUTION NO. 2015-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
AMENDING, THE CLASSIFICATION AND COMPENSATION POLICY
FOR PART-TIME EMPLOYEES OF THE CITY OF BANNING**

WHEREAS, part-time employees are individuals who customarily work less than 1,000 hours per fiscal year, or an average of 20 hours per week on a regular year-round basis; and

WHEREAS, it is necessary and desirable to employ persons on a part-time basis to provide valuable services to augment the provision of City services; and

WHEREAS, such part-time employees are unrepresented "at-will" individuals that pay no dues to, nor receive benefits from, negotiations by employee unions; and

WHEREAS, the Council desires to provide guidelines for the compensation to such employees for the rendering of such valuable service;

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salaries for the Part-Time Classifications, which has been updated to reflect changes in salary ranges per the recently approved fiscal year 2016 mid-cycle budget; restates and replaces any and all pre-existing salary resolutions for the Part-Time classifications, including, but not limited to Council Resolution No. 2015-13.

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

SECTION 1: Classification and Pay Structure. Part-time classification titles shall be authorized as set forth in Exhibit "A" and Exhibit "B", effective July 14, 2015, including the Recreation Sports Coordinator (Job Code 3329) and Human Resources Technician (Job Code 1230) job descriptions set forth as Exhibit "C". The minimum and maximum annual ranges used for the part-time classification hourly calculations shall be based on the permanent Salary Range Table, attached as Exhibit "D" divided by 2080 hours and determining where on the range to place the employee based on qualifications and experience.

SECTION 2: Performance Review System for Part-Time Employees. Part-time employees will receive performance reviews and merit adjustments after completing 1,000 hours of the service and thereafter upon completion of each additional period of 1,000 hours of service. Recommended merit adjustments must be based upon written performance evaluations and included in the City's annual budget.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2015.

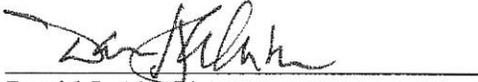

Deborah Franklin, Mayor
City of Banning

ATTEST:



Marie A. Calderon, City Clerk
City of Banning

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



David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-71 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of July, 2015, by the following vote, to wit:

AYES: Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin
NOES: None
ABSTAIN: None
ABSENT: None



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

EXHIBIT "A"

PART-TIME CLASSIFICATION TITLES (INCLUDING SEASONAL)

EFFECTIVE JULY 14, 2015

Administrative Intern	Range 33
Airport Attendant	Range 17
Assistant Pool Manager	Range 27
Building Attendant	Range 29
Cashier	Range 17
Crossing Guard	Range 12
Development Assistant	Range 42
Dial-A-Ride Driver	Range 31
Human Resources Technician*	Range 54
Lifeguard	Range 22
Lifeguard w/WSI Certification	Range 25
Pool Manager	Range 32
Recreation Leader	Range 29
Recreation Sports Coordinator*	Range 43
Senior Center Coordinator	Range 49
Senior Recreation Leader	Range 36

* New Classifications for Part-Time Positions/Resolution

EXHIBIT "B"
CLASSIFICATIONS AND SALARY RANGES

TITLE	SALARY RANGE*
Accountant	54
Accountant II	59
Administrative Services Director/Deputy City Manager	101
Apprentice Electric Meter Test Technician	67 / 73
Assistant Civil Engineer	68
Assistant Planner	63
Associate Civil Engineer	76
Associate Electrical Engineer	76
Associate Planner	68
Building Maintenance Specialist	49
Building Permit Specialist	55
Bus Driver	47
Bus Driver (part-time)	41
Cable Services Specialist	44
City Clerk/Executive Assistant	57
City Engineer	85
City Manager	113
Code Compliance Officer	58
Community Center Caretaker	36
Community Development Director	92
Community Services Director	86
Deputy Finance Director	87
Deputy Human Resources Director	83
Development Project Coordinator	58
Development Services Manager (Building Official)	84
Economic Development Director	92
Electric Meter Test Technician	75
Electric Operations & Maintenance Manager	85
Electric Service Planner	77
Electric Services Worker	52
Electric Utility Director	100
Engineering Services Assistant	48
Executive Assistant	57
Executive Secretary	53
Field Service Representative	51
Financial Services Specialist	47
Fleet Maintenance Mechanic	53
Human Resources Technician	54
Information Technology Coordinator	59
Information Technology/Media Technician	57

*Per Class Plan Resolution No. 2014-44 or any future amendments authorized by Council.

EXHIBIT "B"
CLASSIFICATIONS AND SALARY RANGES

Lead Bus Driver/Trainer	55
Lead Field Service Representative	55
Lead Public Safety Dispatcher	56
Maintenance Worker	45
Motor Sweeper Operator	50
Office Specialist	44
Payroll Coordinator	53
Police Assistant II	48
Police Assistant I	44
Police Chief	100
Police Corporal	71
Police Information Technology Technician	59
Police Lieutenant	87
Police Officer	67
Police Recruit/Trainee	N/A
Police Staff/Master Sergeant	78
Power Contracts & Revenue Administrator	85
Powerline Apprentice	67/ 73
Powerline Crew Supervisor	79
Powerline Technician	75
Program Coordinator	43
Public Benefits Coordinator	55
Public Safety Dispatcher	52
Public Works Analyst	68
Public Works Director	100
Public Works Inspector	62
Public Works Superintendent	78
Receptionist	31
Recreation Coordinator (correction of salary range)	43
Senior Building Inspector	67
Senior Civil Engineer	82
Senior Electric Service Planner	79
Senior Maintenance Worker	50
Senior Utility Billing Rep	48
Substation Test Technician	75
Transit Manager	73
Utility Billing Representative	43
Utility Financial Analyst	76
Utility Financial Analyst	76
Utility Services Assistant	48
Warehouse Services Specialist	52
Wastewater Collection System Supervisor	60
Wastewater Collection System Technician	52
Water Construction Crew Lead	56

*Per Class Plan Resolution No. 2014-44 or any future amendments authorized by Council.

EXHIBIT "B"
CLASSIFICATIONS AND SALARY RANGES

Water Crew Supervisor	60
Water Meter Crew Lead	56
Water Services Worker	52
Water Valve Flushing Crew Lead	56
Water/Wastewater Superintendent	78
Work Release Crew Leader	47

*Per Class Plan Resolution No. 2014-44 or any future amendments authorized by Council.

EXHIBIT "C"

JOB DESCRIPTIONS



CITY OF BANNING, CALIFORNIA

Recreation Sports Coordinator

Job Code: 3329

FLSA Exempt Non-Exempt

JOB DEFINITION: Under general direction of the Community Services Director, to assist in conducting various youth and adult sports programs; assist in organization, promotion and coordination of special events and activities; and to perform related duties as assigned.

ESSENTIAL FUNCTIONS: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Assists in planning, promoting, implementing, supervising, and coordinating sports programs, day camp, and special events. Proficiently operates computer and software programs in the design, preparation, and distribution of Community Services publicity, including press releases, flyers, and printed schedules. Promotes interest and participation in sports through public relations and informational programs. Assists in administration of the youth and adult sports and recreation classes, including processing registration forms and accepting fees. Assists in recruitment, selection, training and supervision of seasonal personnel. Plans work, schedules, and trains assigned staff. Responds to citizen inquiries and requests for information. Assists in coordinating sports, day camp, and special activities with other City departments and divisions, and with outside agencies. Actively researches new sports programs and sponsors, and develops ways to contact and obtain the appropriate coaches and assistants. Orders supplies and maintains inventory. Speaks before community groups. Works flexible hours, including weekends, evenings, and holidays. Performs related duties as assigned.

KNOWLEDGE and SKILLS:

- Knowledge of principles, procedures, and requirements used in developing and administering a coordinated community sports program adapted to the particular needs of the community, including youth and cultural activities.
- Knowledge of modern office procedures, methods, and computer equipment.
- Knowledge of business letter writing and basic report preparation.
- Knowledge of recent developments, current literature, and sources of information related to leisure services planning and administration.
- Knowledge of public relations principles and techniques.

- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain cooperative relationships with the general public and those contacted in the course of work.
- Ability to properly interpret and make decisions in accordance with laws, regulations, and policies.
- Ability to work well independently.
- Ability to work well in a fast-paced, often hectic environment, and meet established deadlines.
- Generate support and enthusiasm of leaders, participants, groups, and agencies in recreation programs.

MINIMUM QUALIFICATIONS: Two years of college-level coursework in recreation/sports management, social services or a related field and two (2) years of parks and recreation experience in sports.

ADDITIONAL REQUIREMENTS: Must have at the time of application and must maintain a California driver license. May be exposed to extreme weather conditions, potential physical harm, infectious diseases, hazardous chemicals and/or dangerous machinery. May be required to work outside the traditional work schedule.



CITY OF BANNING, CALIFORNIA

Human Resources Technician

Job Code: 1230

FLSA Exempt Non-Exempt

JOB DEFINITION: Under general supervision, provides responsible technical and office support for personnel and risk management activities and functions in a centralized personnel setting; performs related work as assigned.

ESSENTIAL FUNCTIONS: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES:

This is a technical support class, providing a variety of personnel and risk management support in clearly defined areas as well as performing complex and responsible office support work. This class is distinguished from the general office support classes by the technical knowledge of the personnel and risk management function required for successful performance of the work, including an above average degree of technological proficiency with modern computers.

- Prepares job announcements and advertising materials and places ads;
- Assists Analyst in preparing/administering written examinations, proctoring exams and oral boards;
- Scores examinations and prepares eligibility lists;
- Performs basic background and reference checks on new employees.
- Prepares and administers new hire orientation documents and assists them in completing necessary forms;
- Processes enrollments and changes in employee benefits, COBRA rights, maintains human resource records,
- Arrange for random drug testing of employees in accordance with city policies.
- Prepares employee evaluation forms for routing to department. Maintains a log of outstanding evaluations, and notifies department of any outstanding evaluations as needed.
- Respond to high volume of requests and inquiries from the general public, other agencies and other City departments regarding Human Resource Department functions, requiring the ability to easily interpret routine policies, procedures, rules with guidance from higher levels staff on difficult or complex interpretations; serves as ombudsman to employees on benefit questions; acts as liaison with benefit providers to solve problems; refers employees to the proper source for information;
- Performs a variety of responsible office support work such as preparation of confidential correspondence; prepares periodic and special reports regarding personnel activities utilizing complex software;
- Sets up and maintains workers comp and liability claim files; assembles and reviews pertinent information to assist in evaluation of claims; communicates with third-party administrators regarding claims activities;
- Arranges recovery and defense actions related to small claims subrogation efforts.
- Processes physical damage claims filed by City departments for reimbursement (create form for this)
- Coordinates with Information Services to maintain Human Resources Department web site. Converts documents into a format appropriate for the internet.
- Performs other duties as assigned or required.

(continued on reverse side)

CITY OF BANNING, CALIFORNIA

Human Resources Technician

Job Code: 1230

KNOWLEDGE and SKILLS:

Basic public personnel administration practices and terminology, particularly as related to recruitment, selection and compensation and benefits administration
Federal and State COBRA laws
Basic claims administration practices and terminology, particularly as related to public agency liability claims and workers compensation claims
Standard office practices and procedures, including filing and the use of office equipment
Use of Microsoft Word, Excel, Power Point & Access, separately and interactively
Business English, including spelling, grammar and punctuation
Business arithmetic
Basic functions and structure of a municipal government
Records management & retention policies, & document imaging software

Skill in:

Understanding, analyzing, interpreting, applying and explaining complex policies, procedures, laws and regulations
Preparing clear, concise and effective written materials
Maintaining accurate records and files
Researching and compiling information and preparing reports and recommendations
Exercising sound independent judgment within established guidelines
Establishing and maintaining effective working relationships with those contacted in the course of the work, including maintaining a high degree of confidentiality
Coordinating multiple concurrent projects

MINIMUM QUALIFICATIONS: Equivalent to graduation from high school and five years of progressively responsible personnel work or office administrative work in a public sector agency. A paralegal certificate or some college-level training is highly desirable. Must possess a valid California driver's license.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

EXHIBIT "D"
Permanent Salary Range Table

Salary Range	Minimum	Midpoint	Maximum	Salary Range	Minimum	Midpoint	Maximum
1	\$10,712	\$12,602	\$14,492	59	\$44,858	\$52,774	\$60,691
2	\$10,979	\$12,917	\$14,855	60	\$45,980	\$54,094	\$62,208
3	\$11,254	\$13,240	\$15,226	61	\$47,129	\$55,446	\$63,763
4	\$11,535	\$13,571	\$15,607	62	\$48,307	\$56,832	\$65,357
5	\$11,824	\$13,910	\$15,997	63	\$49,515	\$58,253	\$66,991
6	\$12,119	\$14,258	\$16,397	64	\$50,753	\$59,709	\$68,666
7	\$12,422	\$14,614	\$16,807	65	\$52,022	\$61,202	\$70,383
8	\$12,733	\$14,980	\$17,227	66	\$53,322	\$62,732	\$72,142
9	\$13,051	\$15,354	\$17,657	67	\$54,655	\$64,301	\$73,946
10	\$13,377	\$15,738	\$18,099	68	\$56,022	\$65,908	\$75,794
11	\$13,712	\$16,132	\$18,551	69	\$57,422	\$67,556	\$77,689
12	\$14,055	\$16,535	\$19,015	70	\$58,858	\$69,245	\$79,631
13	\$14,406	\$16,948	\$19,491	71	\$60,329	\$70,976	\$81,622
14	\$14,766	\$17,372	\$19,978	72	\$61,838	\$72,750	\$83,663
15	\$15,135	\$17,806	\$20,477	73	\$63,384	\$74,569	\$85,754
16	\$15,514	\$18,251	\$20,989	74	\$64,968	\$76,433	\$87,898
17	\$15,902	\$18,708	\$21,514	75	\$66,592	\$78,344	\$90,096
18	\$16,299	\$19,175	\$22,052	76	\$68,257	\$80,303	\$92,348
19	\$16,707	\$19,655	\$22,603	77	\$69,964	\$82,310	\$94,657
20	\$17,124	\$20,146	\$23,168	78	\$71,713	\$84,368	\$97,023
21	\$17,552	\$20,650	\$23,747	79	\$73,506	\$86,477	\$99,449
22	\$17,991	\$21,165	\$24,341	80	\$75,343	\$88,639	\$101,935
23	\$18,441	\$21,695	\$24,950	81	\$77,227	\$90,855	\$104,483
24	\$18,902	\$22,238	\$25,573	82	\$79,157	\$93,126	\$107,095
25	\$19,375	\$22,794	\$26,213	83	\$81,136	\$95,455	\$109,773
26	\$19,859	\$23,363	\$26,868	84	\$83,165	\$97,841	\$112,517
27	\$20,355	\$23,947	\$27,540	85	\$85,244	\$100,287	\$115,330
28	\$20,864	\$24,546	\$28,228	86	\$87,375	\$102,794	\$118,213
29	\$21,386	\$25,160	\$28,934	87	\$89,559	\$105,364	\$121,169
30	\$21,921	\$25,789	\$29,657	88	\$91,798	\$107,998	\$124,198
31	\$22,469	\$26,434	\$30,399	89	\$94,093	\$110,698	\$127,303
32	\$23,030	\$27,094	\$31,159	90	\$96,446	\$113,465	\$130,485
33	\$23,606	\$27,772	\$31,938	91	\$98,857	\$116,302	\$133,747
34	\$24,196	\$28,466	\$32,736	92	\$101,328	\$119,210	\$137,091
35	\$24,801	\$29,178	\$33,554	93	\$103,861	\$122,190	\$140,518
36	\$25,421	\$29,907	\$34,393	94	\$106,458	\$125,245	\$144,031
37	\$26,057	\$30,655	\$35,253	95	\$109,119	\$128,376	\$147,632
38	\$26,708	\$31,421	\$36,134	96	\$111,847	\$131,585	\$151,323
39	\$27,376	\$32,207	\$37,038	97	\$114,644	\$134,876	\$155,106
40	\$28,060	\$33,012	\$37,964	98	\$117,510	\$138,247	\$158,984
41	\$28,762	\$33,837	\$38,913	99	\$120,447	\$141,703	\$162,958
42	\$29,481	\$34,683	\$39,886	100	\$123,459	\$145,245	\$167,032
43	\$30,218	\$35,550	\$40,883	101	\$126,545	\$148,876	\$171,208
44	\$30,973	\$36,439	\$41,905	102	\$129,709	\$152,598	\$175,488
45	\$31,747	\$37,350	\$42,952	103	\$132,951	\$156,413	\$179,876
46	\$32,541	\$38,284	\$44,026	104	\$136,275	\$160,324	\$184,372
47	\$33,355	\$39,241	\$45,127	105	\$139,682	\$164,332	\$188,982
48	\$34,189	\$40,222	\$46,255	106	\$143,174	\$168,440	\$193,706
49	\$35,043	\$41,227	\$47,411	107	\$146,753	\$172,651	\$198,549
50	\$35,919	\$42,258	\$48,597	108	\$150,422	\$176,967	\$203,512
51	\$36,817	\$43,314	\$49,812	109	\$154,183	\$181,392	\$208,600
52	\$37,738	\$44,397	\$51,057	110	\$158,037	\$185,926	\$213,815
53	\$38,681	\$45,507	\$52,333	111	\$161,988	\$190,574	\$219,161
54	\$39,648	\$46,645	\$53,642	112	\$166,038	\$195,339	\$224,640
55	\$40,639	\$47,811	\$54,983	113	\$170,189	\$200,222	\$230,256
56	\$41,655	\$49,006	\$56,357	114	\$174,444	\$205,228	\$236,012
57	\$42,697	\$50,231	\$57,766	115	\$178,805	\$210,359	\$241,912
58	\$43,764	\$51,487	\$59,210	116	\$183,275	\$215,617	\$247,960

2.50%

35.00%

ATTACHMENT 2

(RESOLUTION 2018-16)

RESOLUTION 2018-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION AND COMPENSATION POLICY FOR PART-TIME EMPLOYEES OF THE CITY OF BANNING

WHEREAS, part-time employees are individuals who customarily work less than one thousand (1,000) hours per fiscal year, or an average of twenty (20) hours per week on a regular year-round basis; and

WHEREAS, it is necessary and desirable to employ individuals on a part-time basis to provide valuable services to augment the provision of City services; and

WHEREAS, such part-time employees are unrepresented “at-will” individuals that pay no dues to, nor receive benefits from, negotiations by employee unions; and

WHEREAS, although part-time employees are unrepresented “at-will” individuals, the compensation of such part-time employees prospectively are linked to the International Brotherhood of Electric Worker’s General Unit Memorandum of Understanding (“IBEW-General MOU”); and

WHEREAS, such part-time employees shall be entitled to paid sick leave under the California Healthy Workplaces, Healthy Families Act of 2014, as amended; and

WHEREAS, the City Council now desires to adopt an amended and restated resolution of Classification and Compensation for the Part-Time classifications, which has been updated to reflect changes in salary ranges which align part-time with the respective full-time classifications as well as align the City’s Classification and Compensation Policy with the Schedule for California Minimum Wage Rate 2017-2023, which replaces any and all pre-existing salary resolutions for the Part-Time Classifications including, but not limited to Resolutions 2015-13 and 2015-71.

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

SECTION 1. The City Council hereby approves the Part-Time Classification and Compensation Policy as set forth in Exhibit “A” and Exhibit “B”, effective January 1, 2018. The minimum and maximum hourly ranges used for the Part-Time Classifications shall be based on the IBEW-General Salary Grade Step Table, attached as Exhibit “C”, and the step placement shall be based on qualifications and experience as determined by the City Manager or designate.

SECTION 2. Part-Time employees will receive performance reviews and merit adjustments after completing 1,000 hours of service and thereafter upon completion of each additional period of 1,000 hours of service. The merit adjustments shall be two step increases based on the IBEW-General Salary Grade Step Table, similar to that of full-time employees. A written evaluation shall be completed based on the performance of

part-time employees and is due after the completion of each 1,000 hours of service performed. The merit adjustment shall be due to the employee upon completion of the 1,000 hours of service only if an evaluation is completed by the employee's supervisor with a satisfactory or higher overall evaluation on the City approved evaluation form consistent with applicable administrative policies of the City. If no evaluation is completed by the employee's supervisor within 30 days of the completion of 1,000 hours of service by the employee, the two-step increase shall be implemented retroactive to the completion of 1,000 hours, provided a satisfactory or higher overall evaluation is subsequently completed for the applicable evaluation period.

PASSED, APPROVED, and ADOPTED this 13th day of February, 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 2018-16 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

EXHIBIT "A"
PART-TIME CLASSIFICATIONS AND SALARY GRADE

TITLE	SALARY RANGE
Administrative Intern	33
Airport Attendant	30
Assistant Pool Manager	30
Building Attendant	30
Bus Driver - P/T	47
Cashier	30
Crossing Guard	30
Dial-A-Ride Driver	41
Financial Services Specialist	47
Human Resources Technician	54
Lifeguard	30
Lifeguard w/WSI Certification	33
Pool Manager	35
Receptionist	34
Recreation Leader	32
Recreation Sports Coordinator	43
Senior Center Coordinator	49
Senior Recreation Leader	36

EXHIBIT "B"
FULL-TIME CLASSIFICATIONS AND SALARY GRADE

TITLE	SALARY RANGE
Accountant I	56
Accountant II	59
Accounting Specialist	53
Administrative Services Director/Deputy City Manager	101
Apprentice Electric Meter Test Technician	67 / 73
Assistant Civil Engineer	68
Assistant Electric Service Planner	57
Assistant Planner	63
Associate Civil Engineer	76
Associate Electrical Engineer	76
Associate Planner	68
Building Maintenance Specialist	49
Building Permit Specialist	55
Bus Driver	47
Buyer	54
Cable Services Specialist	44
City Attorney	111
City Engineer	85
City Manager	113
Code Compliance Officer	58
Community Center Caretaker	36
Community Development Director	92
Community Services Director	92
Community Services Manager	68
Community Services Officer	P48
Customer Service & Billing Manager	71
Deputy City Clerk	62
Deputy Finance Director	87
Deputy Human Resources Director	83
Development Project Coordinator	58
Development Services Manager (Building Official)	84
Economic Development Manager	85
Electric Meter Test Technician	75
Electric Operations & Maintenance Manager	85
Electric Service Planner	77
Electric Services Worker	52
Electric Utility Director	100
Engineering Services Assistant	48
Executive Assistant	57
Executive Secretary	53
Field Service Representative	51

EXHIBIT "B"
FULL-TIME CLASSIFICATIONS AND SALARY GRADE

Financial Services Specialist	47
Fleet Maintenance Mechanic	53
Fleet Manager	75
Human Resources Technician	54
Information Technology Analyst I	62
Information Technology Analyst II	70
Information Technology Manager	78
Lead Bus Driver/Trainer	55
Lead Field Service Representative	55
Lead Fleet Maintenance Mechanic (On Website)???	56
Lead Public Safety Dispatcher	56
Maintenance Worker	45
Management Analyst	68
Motor Sweeper Operator	50
Multimedia Specialist	60
Office Specialist	44
Police Assistant II	48
Police Assistant I	44
Police Captain	92
Police Chief	100
Police Corporal	P71
Police Lieutenant	87
Police Officer	P67
Police Recruit/Trainee	N/A
Police Staff/Master Sergeant	P78
Power Resource & Revenue Administrator	85
Powerline Apprentice	67/ 73
Powerline Crew Supervisor	79
Powerline Technician	75
Program Coordinator	49
Public Benefits Coordinator	55
Public Information Officer	68
Public Safety Dispatcher	52
Public Works Director/City Engineer	100
Public Works Inspector	62
Public Works Superintendent	78
Purchasing Manager	77
Receptionist	34
Recreation Coordinator	51
Senior Building Inspector	67
Senior Civil Engineer	82
Senior Code Compliance Officer	64
Senior Electric Service Planner	79
Senior Electrical Engineer	-

EXHIBIT "B"
FULL-TIME CLASSIFICATIONS AND SALARY GRADE

Senior Maintenance Worker	50
Senior Planner	79
Senior Utility Billing Representative	48
Substation Test Technician	75
Transit Field Supervisor	59
Utility Billing Representative	43
Utility Financial Analyst	76
Utility Services Assistant	48
Warehouse Services Specialist	52
Wastewater Collection System Supervisor	60
Wastewater Collection System Technician	52
Water Construction Crew Lead	56
Water Crew Supervisor	60
Water Meter Crew Lead	56
Water Production Operator I	52
Water Production Operator II	57
Water Services Worker	52
Water Valve Flushing Crew Lead	56
Water/Wastewater Superintendent	78
Work Release Crew Leader	47

Attachment "C" RESOLUTION 2018-16

CITY OF BANNING
Grade Step Table - IBEWG
GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)
 2.5506% Between Steps

Effective: 7/1/2017
 COLA 1%

Grade	Pay Frequency	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
G30	Hourly	11,1824	11,4676	11,7601	12,0600	12,3676	12,6831	13,0066	13,3383	13,6785	14,0274	14,3852	14,7521	15,1284
	Biweekly	894.59	917.41	940.80	964.80	989.41	1,014.65	1,040.52	1,067.06	1,094.28	1,122.19	1,150.81	1,180.17	1,210.27
	Annual	23,259.29	23,852.54	24,460.92	25,084.82	25,724.64	26,380.77	27,053.64	27,743.67	28,451.30	29,176.98	29,921.17	30,684.34	31,466.97
G31	Hourly	11,4620	11,7544	12,0542	12,3617	12,6770	13,0003	13,3319	13,6719	14,0206	14,3782	14,7450	15,1211	15,5067
	Biweekly	916.96	940.35	964.34	988.93	1,014.16	1,040.02	1,066.55	1,093.75	1,121.65	1,150.26	1,179.60	1,209.68	1,240.54
	Annual	23,841.05	24,449.14	25,072.74	25,712.24	26,368.06	27,040.61	27,730.30	28,437.59	29,162.92	29,906.75	30,669.55	31,451.81	32,254.02
G32	Hourly	11,7487	12,0484	12,3557	12,6709	12,9940	13,3255	13,6653	14,0139	14,3713	14,7379	15,1138	15,4993	15,8946
	Biweekly	939.90	963.87	988.46	1,013.67	1,039.52	1,066.04	1,093.23	1,121.11	1,149.71	1,179.03	1,209.10	1,239.94	1,271.57
	Annual	24,437.37	25,060.67	25,699.87	26,355.37	27,027.59	27,716.96	28,423.91	29,148.89	29,892.36	30,654.79	31,436.67	32,238.50	33,060.77
G33	Hourly	12,0424	12,3496	12,6646	12,9876	13,3189	13,6586	14,0070	14,3642	14,7306	15,1063	15,4916	15,8867	16,2920
	Biweekly	963.40	987.97	1,013.17	1,039.01	1,065.51	1,092.69	1,120.56	1,149.14	1,178.45	1,208.51	1,239.33	1,270.94	1,303.36
	Annual	25,048.28	25,687.16	26,342.34	27,014.23	27,703.25	28,409.85	29,134.47	29,877.58	30,639.64	31,421.13	32,222.56	33,044.43	33,887.26
G34	Hourly	12,3436	12,6584	12,9813	13,3124	13,6519	14,0001	14,3572	14,7234	15,0990	15,4841	15,8790	16,2840	16,6994
	Biweekly	987.49	1,012.67	1,038.50	1,064.99	1,092.15	1,120.01	1,148.58	1,177.87	1,207.92	1,238.73	1,270.32	1,302.72	1,335.95
	Annual	25,674.64	26,329.50	27,001.06	27,689.75	28,396.01	29,120.27	29,863.02	30,624.70	31,405.82	32,206.85	33,028.32	33,870.74	34,734.65
G35	Hourly	12,6521	12,9748	13,3058	13,6452	13,9932	14,3501	14,7161	15,0915	15,4764	15,8711	16,2759	16,6911	17,1168
	Biweekly	1,012.17	1,037.99	1,064.46	1,091.61	1,119.46	1,148.01	1,177.29	1,207.32	1,238.11	1,269.69	1,302.08	1,335.29	1,369.34
	Annual	26,316.46	26,987.69	27,676.03	28,381.94	29,105.85	29,848.22	30,609.53	31,390.26	32,190.90	33,011.96	33,853.96	34,717.44	35,602.94
G36	Hourly	12,9686	13,2994	13,6386	13,9865	14,3432	14,7091	15,0842	15,4690	15,8635	16,2681	16,6831	17,1086	17,5450
	Biweekly	1,037.49	1,063.95	1,091.09	1,118.92	1,147.46	1,176.73	1,206.74	1,237.52	1,269.08	1,301.45	1,334.65	1,368.69	1,403.60
	Annual	26,974.76	27,662.77	28,368.34	29,091.90	29,833.92	30,594.87	31,375.22	32,175.48	32,996.14	33,837.74	34,700.81	35,585.89	36,493.54
G37	Hourly	13,2926	13,6316	13,9793	14,3358	14,7015	15,0765	15,4610	15,8553	16,2598	16,6745	17,0998	17,5359	17,9832
	Biweekly	1,063.40	1,090.53	1,118.34	1,146.87	1,176.12	1,206.12	1,236.88	1,268.43	1,300.78	1,333.96	1,367.98	1,402.87	1,438.66
	Annual	27,648.51	28,353.71	29,076.90	29,818.54	30,579.09	31,359.04	32,158.88	32,979.13	33,820.29	34,682.91	35,567.53	36,474.72	37,405.04
G38	Hourly	13,6249	13,9724	14,3288	14,6943	15,0690	15,4534	15,8476	16,2518	16,6663	17,0914	17,5273	17,9744	18,4328
	Biweekly	1,089.99	1,117.79	1,146.30	1,175.54	1,205.52	1,236.27	1,267.80	1,300.14	1,333.30	1,367.31	1,402.18	1,437.95	1,474.62
	Annual	28,339.77	29,062.61	29,803.88	30,564.05	31,343.62	32,143.07	32,962.91	33,803.66	34,665.86	35,550.05	36,456.79	37,386.66	38,340.24
G39	Hourly	13,9657	14,3219	14,6872	15,0618	15,4460	15,8399	16,2440	16,6583	17,0832	17,5189	17,9657	18,4240	18,8939
	Biweekly	1,117.26	1,145.75	1,174.98	1,204.95	1,235.68	1,267.20	1,299.52	1,332.66	1,366.65	1,401.51	1,437.26	1,473.92	1,511.51

Attachment "C" RESOLUTION 2018-16

CITY OF BANNING
 Grade Step Table - IBEWG
 GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)
 2.5506% Between Steps

Effective: 7/1/2017
 COLA 1%

Grade	Pay Frequency	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
	Annual	29,048.65	29,789.57	30,549.38	31,328.57	32,127.64	32,947.08	33,787.43	34,649.21	35,532.98	36,439.28	37,368.70	38,321.83	39,299.26
G40	Hourly	14,3148	14,6799	15,0544	15,4383	15,8321	16,2359	16,6500	17,0747	17,5102	17,9568	18,4148	18,8845	19,3662
	Biweekly	1,145.19	1,174.40	1,204.35	1,235.07	1,266.57	1,298.87	1,332.00	1,365.98	1,400.82	1,436.55	1,473.19	1,510.76	1,549.30
	Annual	29,774.84	30,534.28	31,313.08	32,111.76	32,930.80	33,770.73	34,632.09	35,515.41	36,421.27	37,350.23	38,302.89	39,279.84	40,281.71
G41	Hourly	14,6724	15,0467	15,4304	15,8240	16,2276	16,6415	17,0660	17,5013	17,9476	18,4054	18,8749	19,3563	19,8500
	Biweekly	1,173.79	1,203.73	1,234.44	1,265.92	1,298.21	1,331.32	1,365.28	1,400.10	1,435.81	1,472.43	1,509.99	1,548.50	1,588.00
	Annual	30,518.64	31,297.05	32,095.32	32,913.94	33,753.44	34,614.36	35,497.23	36,402.62	37,331.11	38,283.28	39,259.73	40,261.09	41,287.99
G42	Hourly	15,0394	15,4230	15,8164	16,2198	16,6335	17,0578	17,4929	17,9390	18,3966	18,8658	19,3470	19,8405	20,3465
	Biweekly	1,203.15	1,233.84	1,265.31	1,297.59	1,330.68	1,364.62	1,399.43	1,435.12	1,471.73	1,509.26	1,547.76	1,587.24	1,627.72
	Annual	31,282.02	32,079.90	32,898.13	33,737.23	34,597.73	35,480.18	36,385.14	37,313.18	38,264.89	39,240.87	40,241.75	41,268.16	42,320.74
G43	Hourly	15,4139	15,8070	16,2102	16,6236	17,0477	17,4825	17,9284	18,3857	18,8546	19,3355	19,8287	20,3344	20,8531
	Biweekly	1,233.11	1,264.56	1,296.82	1,329.89	1,363.81	1,398.60	1,434.27	1,470.85	1,508.37	1,546.84	1,586.29	1,626.75	1,668.25
	Annual	32,060.85	32,878.60	33,717.20	34,577.19	35,459.12	36,363.54	37,291.03	38,242.17	39,217.57	40,217.86	41,243.66	42,295.62	43,374.41
G44	Hourly	15,8007	16,2037	16,6170	17,0408	17,4755	17,9212	18,3783	18,8471	19,3278	19,8207	20,3263	20,8447	21,3764
	Biweekly	1,264.06	1,296.30	1,329.36	1,363.27	1,398.04	1,433.70	1,470.26	1,507.76	1,546.22	1,585.66	1,626.10	1,667.58	1,710.11
	Annual	32,865.44	33,703.71	34,563.35	35,444.93	36,348.98	37,276.10	38,226.87	39,201.88	40,201.76	41,227.15	42,278.69	43,357.05	44,462.91
G45	Hourly	16,1959	16,6090	17,0327	17,4671	17,9126	18,3695	18,8380	19,3185	19,8112	20,3165	20,8347	21,3661	21,9111
	Biweekly	1,295.67	1,328.72	1,362.61	1,397.37	1,433.01	1,469.56	1,507.04	1,545.48	1,584.90	1,625.32	1,666.78	1,709.29	1,752.89
	Annual	33,687.54	34,546.77	35,427.92	36,331.55	37,258.22	38,208.53	39,183.08	40,182.48	41,207.37	42,258.41	43,336.25	44,441.59	45,575.11
G46	Hourly	16,6006	17,0240	17,4582	17,9035	18,3601	18,8284	19,3087	19,8012	20,3062	20,8241	21,3553	21,9000	22,4586
	Biweekly	1,328.05	1,361.92	1,396.66	1,432.28	1,468.81	1,506.28	1,544.69	1,584.09	1,624.50	1,665.93	1,708.42	1,752.00	1,796.68
	Annual	34,529.21	35,409.92	36,313.08	37,239.28	38,189.11	39,163.16	40,162.05	41,186.43	42,236.93	43,314.22	44,419.00	45,551.95	46,713.80
G47	Hourly	17,0156	17,4496	17,8947	18,3511	18,8192	19,2992	19,7914	20,2962	20,8139	21,3448	21,8892	22,4475	23,0201
	Biweekly	1,361.25	1,395.97	1,431.58	1,468.09	1,505.54	1,543.94	1,583.32	1,623.70	1,665.11	1,707.58	1,751.14	1,795.80	1,841.61
	Annual	35,392.52	36,295.24	37,220.99	38,170.35	39,143.92	40,142.33	41,166.20	42,216.18	43,292.95	44,397.18	45,529.57	46,690.85	47,881.74
G48	Hourly	17,4411	17,8859	18,3421	18,8100	19,2897	19,7817	20,2863	20,8037	21,3343	21,8785	22,4365	23,0088	23,5957
	Biweekly	1,395.29	1,430.88	1,467.37	1,504.80	1,543.18	1,582.54	1,622.90	1,664.30	1,706.75	1,750.28	1,794.92	1,840.70	1,887.65
	Annual	36,277.46	37,202.76	38,151.65	39,124.75	40,122.66	41,146.03	42,195.50	43,271.74	44,375.43	45,507.27	46,667.98	47,858.29	49,078.96
	Hourly	17,8774	18,3334	18,8010	19,2806	19,7723	20,2767	20,7938	21,3242	21,8681	22,4259	22,9979	23,5844	24,1860

Attachment "C" RESOLUTION 2018-16

CITY OF BANNING
 Grade Step Table - IBEWG
 GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)
 2.5506% Between Steps

Effective: 7/1/2017
 COLA 1%

Grade	Pay Frequency	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
	Biweekly	1,430.19	1,466.67	1,504.08	1,542.45	1,581.79	1,622.13	1,663.51	1,705.94	1,749.45	1,794.07	1,839.83	1,886.75	1,934.88
	Annual	37,185.07	38,133.51	39,106.14	40,103.59	41,126.47	42,175.44	43,251.17	44,354.33	45,485.63	46,645.79	47,835.54	49,055.63	50,306.84
G50	Hourly	18,3242	18,7916	19,2709	19,7624	20,2664	20,7834	21,3135	21,8571	22,4146	22,9863	23,5726	24,1738	24,7904
	Biweekly	1,465.93	1,503.33	1,541.67	1,580.99	1,621.32	1,662.67	1,705.08	1,748.57	1,793.17	1,838.90	1,885.80	1,933.90	1,983.23
	Annual	38,114.31	39,086.45	40,083.39	41,105.76	42,154.20	43,229.39	44,332.00	45,462.73	46,622.30	47,811.45	49,030.93	50,281.51	51,563.99
	Hourly	18,7823	19,2614	19,7527	20,2565	20,7731	21,3030	21,8463	22,4036	22,9750	23,5610	24,1619	24,7782	25,4102
	Biweekly	1,502.59	1,540.91	1,580.21	1,620.52	1,661.85	1,704.24	1,747.71	1,792.28	1,838.00	1,884.88	1,932.95	1,982.26	2,032.82
	Annual	39,067.24	40,063.69	41,085.56	42,133.49	43,208.14	44,310.21	45,440.39	46,599.39	47,787.95	49,006.83	50,256.80	51,538.65	52,853.20
G52	Hourly	19,2519	19,7429	20,2465	20,7629	21,2924	21,8355	22,3925	22,9636	23,5493	24,1500	24,7659	25,3976	26,0454
	Biweekly	1,540.15	1,579.43	1,619.72	1,661.03	1,703.40	1,746.84	1,791.40	1,837.09	1,883.95	1,932.00	1,981.28	2,031.81	2,083.63
	Annual	40,043.87	41,065.23	42,112.64	43,186.77	44,288.29	45,417.91	46,576.34	47,764.31	48,982.59	50,231.94	51,513.15	52,827.05	54,174.46
	Hourly	19,7333	20,2366	20,7528	21,2821	21,8249	22,3816	22,9524	23,5378	24,1382	24,7539	25,3852	26,0327	26,6967
	Biweekly	1,578.66	1,618.93	1,660.22	1,702.57	1,745.99	1,790.52	1,836.19	1,883.03	1,931.06	1,980.31	2,030.82	2,082.62	2,135.74
	Annual	41,045.23	42,092.13	43,165.73	44,266.71	45,395.78	46,553.65	47,741.04	48,958.73	50,207.47	51,488.06	52,801.31	54,148.06	55,529.17
G54	Hourly	20,2266	20,7425	21,2716	21,8141	22,3705	22,9411	23,5263	24,1263	24,7417	25,3727	26,0199	26,6836	27,3642
	Biweekly	1,618.13	1,659.40	1,701.73	1,745.13	1,789.64	1,835.29	1,882.10	1,930.11	1,979.33	2,029.82	2,081.59	2,134.69	2,189.13
	Annual	42,071.40	43,144.47	44,244.91	45,373.43	46,530.72	47,717.53	48,934.62	50,182.74	51,462.70	52,775.31	54,121.40	55,501.82	56,917.45
	Hourly	20,7323	21,2611	21,8034	22,3595	22,9298	23,5146	24,1144	24,7295	25,3602	26,0070	26,6704	27,3506	28,0482
	Biweekly	1,658.58	1,700.89	1,744.27	1,788.76	1,834.38	1,881.17	1,929.15	1,978.36	2,028.82	2,080.56	2,133.63	2,188.05	2,243.86
	Annual	43,123.14	44,223.04	45,350.99	46,507.72	47,693.94	48,910.42	50,157.93	51,437.26	52,749.22	54,094.64	55,474.38	56,889.31	58,340.33
G56	Hourly	21,2504	21,7924	22,3482	22,9182	23,5028	24,1022	24,7170	25,3474	25,9939	26,6569	27,3368	28,0341	28,7491
	Biweekly	1,700.03	1,743.39	1,787.86	1,833.46	1,880.22	1,928.18	1,977.36	2,027.79	2,079.51	2,132.55	2,186.95	2,242.73	2,299.93
	Annual	44,200.73	45,328.11	46,484.25	47,669.88	48,885.75	50,132.63	51,411.31	52,722.61	54,067.35	55,446.39	56,860.61	58,310.90	59,798.17
	Hourly	21,7818	22,3374	22,9071	23,4914	24,0905	24,7050	25,3351	25,9813	26,6440	27,3236	28,0205	28,7352	29,4681
	Biweekly	1,742.54	1,786.99	1,832.57	1,879.31	1,927.24	1,976.40	2,026.81	2,078.51	2,131.52	2,185.89	2,241.64	2,298.81	2,357.45
	Annual	45,306.14	46,461.71	47,646.77	48,862.04	50,108.32	51,386.38	52,697.04	54,041.13	55,419.51	56,833.04	58,282.62	59,769.18	61,293.65
G58	Hourly	22,3261	22,8956	23,4795	24,0784	24,6926	25,3224	25,9682	26,6306	27,3098	28,0064	28,7207	29,4533	30,2045
	Biweekly	1,786.09	1,831.65	1,878.36	1,926.27	1,975.40	2,025.79	2,077.46	2,130.45	2,184.79	2,240.51	2,297.66	2,356.26	2,416.36
	Annual	46,438.33	47,622.78	48,837.45	50,083.10	51,360.52	52,670.52	54,013.93	55,391.61	56,804.43	58,253.28	59,739.09	61,262.80	62,825.36

Attachment "C" RESOLUTION 2018-16

CITY OF BANNING
 Grade Step Table - IBEWG
 GENERAL EMPLOYEES UNIT

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 2.5506% Between Steps

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 COLA 1%

Grade	Pay Frequency	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
G59	Hourly	22,884.3	23,468.0	24,066.6	24,680.4	25,309.9	25,955.5	26,617.5	27,296.4	27,992.6	28,706.6	29,438.8	30,189.6	30,959.7
	Biweekly	1,830.74	1,877.44	1,925.33	1,974.43	2,024.79	2,076.44	2,129.40	2,183.71	2,239.41	2,296.53	2,355.10	2,415.17	2,476.77
	Annual	47,599.36	48,813.43	50,058.47	51,335.26	52,644.61	53,987.37	55,364.37	56,776.49	58,224.63	59,709.71	61,232.67	62,794.47	64,396.10
G60	Hourly	23,456.4	24,054.6	24,668.2	25,297.4	25,942.6	26,604.3	27,282.9	27,978.7	28,692.4	29,424.2	30,174.7	30,944.3	31,733.6
	Biweekly	1,876.51	1,924.37	1,973.45	2,023.79	2,075.41	2,128.34	2,182.63	2,238.30	2,295.39	2,353.94	2,413.98	2,475.55	2,538.69
	Annual	48,789.24	50,033.66	51,309.82	52,618.53	53,960.62	55,336.93	56,748.36	58,195.78	59,680.12	61,202.32	62,763.35	64,364.19	66,005.87
G61	Hourly	24,042.8	24,656.0	25,284.9	25,929.8	26,591.2	27,269.4	27,965.0	28,678.2	29,409.7	30,159.8	30,929.1	31,717.9	32,526.9
	Biweekly	1,923.42	1,972.48	2,022.79	2,074.39	2,127.29	2,181.55	2,237.20	2,294.26	2,352.78	2,412.79	2,474.33	2,537.44	2,602.16
	Annual	50,009.00	51,284.53	52,592.59	53,934.02	55,309.66	56,720.39	58,167.10	59,650.71	61,172.16	62,732.42	64,332.47	65,973.33	67,656.05
G62	Hourly	24,644.1	25,272.6	25,917.2	26,578.3	27,256.2	27,951.4	28,664.3	29,395.4	30,145.2	30,914.1	31,702.6	32,511.2	33,340.4
	Biweekly	1,971.53	2,021.81	2,073.38	2,126.26	2,180.50	2,236.11	2,293.15	2,351.63	2,411.62	2,473.13	2,536.21	2,600.89	2,667.23
	Annual	51,259.66	52,567.09	53,907.87	55,282.84	56,692.88	58,138.89	59,621.78	61,142.50	62,702.00	64,301.27	65,941.34	67,623.24	69,348.04
G63	Hourly	25,260.2	25,904.5	26,565.2	27,242.8	27,937.6	28,650.2	29,381.0	30,130.4	30,898.9	31,687.0	32,495.2	33,324.0	34,174.0
	Biweekly	2,020.82	2,072.36	2,125.22	2,179.42	2,235.01	2,292.02	2,350.48	2,410.43	2,471.91	2,534.96	2,599.61	2,665.92	2,733.92
	Annual	52,541.23	53,881.35	55,255.64	56,664.99	58,110.29	59,592.45	61,112.42	62,671.15	64,269.64	65,908.90	67,589.98	69,313.93	71,081.85
G64	Hourly	25,891.7	26,552.1	27,229.3	27,923.8	28,636.1	29,366.5	30,115.5	30,883.6	31,671.3	32,479.1	33,307.5	34,157.1	35,028.3
	Biweekly	2,071.34	2,124.17	2,178.35	2,233.91	2,290.89	2,349.32	2,409.24	2,470.69	2,533.71	2,598.33	2,664.60	2,732.57	2,802.26
	Annual	53,854.74	55,228.35	56,637.01	58,081.59	59,563.02	61,082.24	62,640.20	64,237.90	65,876.35	67,556.59	69,279.69	71,046.74	72,858.86
G65	Hourly	26,539.0	27,215.9	27,910.1	28,622.0	29,352.0	30,100.7	30,868.4	31,655.8	32,463.2	33,291.2	34,140.3	35,011.1	35,904.1
	Biweekly	2,123.12	2,177.28	2,232.81	2,289.76	2,348.16	2,408.05	2,469.47	2,532.46	2,597.05	2,663.29	2,731.22	2,800.89	2,872.33
	Annual	55,201.21	56,609.17	58,053.04	59,533.74	61,052.21	62,609.41	64,206.32	65,843.97	67,523.39	69,245.64	71,011.82	72,823.04	74,680.47
G66	Hourly	27,202.2	27,896.1	28,607.6	29,337.2	30,085.5	30,852.9	31,639.8	32,446.8	33,274.4	34,123.1	34,993.4	35,886.0	36,801.3
	Biweekly	2,176.18	2,231.68	2,288.61	2,346.98	2,406.84	2,468.23	2,531.18	2,595.74	2,661.95	2,729.85	2,799.48	2,870.88	2,944.10
	Annual	56,580.64	58,023.79	59,503.75	61,021.45	62,577.86	64,173.97	65,810.79	67,489.36	69,210.75	70,976.04	72,786.35	74,642.84	76,546.68
G67	Hourly	27,882.3	28,593.4	29,322.7	30,070.6	30,837.6	31,624.2	32,430.8	33,257.9	34,106.2	34,976.1	35,868.2	36,783.1	37,721.3
	Biweekly	2,230.58	2,287.47	2,345.82	2,405.65	2,467.01	2,529.93	2,594.46	2,660.64	2,728.50	2,798.09	2,869.46	2,942.65	3,017.70
	Annual	57,995.11	59,474.33	60,991.28	62,546.93	64,142.25	65,778.26	67,456.00	69,176.54	70,940.95	72,750.37	74,605.94	76,508.84	78,460.28
G68	Hourly	28,579.1	29,308.1	30,055.6	30,822.2	31,608.4	32,414.6	33,241.3	34,089.2	34,958.7	35,850.3	36,764.7	37,702.4	38,664.1
	Biweekly	2,286.33	2,344.65	2,404.45	2,465.78	2,528.67	2,593.16	2,659.31	2,727.13	2,796.69	2,868.02	2,941.18	3,016.19	3,093.13
	Annual	59,444.60	60,960.79	62,515.66	64,110.18	65,745.38	67,422.28	69,141.95	70,905.49	72,714.00	74,568.65	76,470.59	78,421.05	80,421.26

Attachment "C" RESOLUTION 2018-16

CITY OF BANNING
 Grade Step Table - IBEWG
 GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)
 2.5506% Between Steps

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 COLA 1%

Grade	Pay Frequency	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
G69	Hourly	29,2938	30,0410	30,8072	31,5930	32,3988	33,2252	34,0726	34,9417	35,8329	36,7468	37,6841	38,6453	39,6310
	Biweekly	2,343.51	2,403.28	2,464.58	2,527.44	2,591.90	2,658.01	2,725.81	2,795.33	2,866.63	2,939.75	3,014.73	3,091.62	3,170.48
	Annual	60,931.18	62,485.29	64,079.04	65,713.44	67,389.53	69,108.36	70,871.04	72,678.68	74,532.42	76,433.44	78,382.96	80,382.19	82,432.42
G70	Hourly	30,0264	30,7922	31,5776	32,3830	33,2090	34,0560	34,9246	35,8154	36,7289	37,6658	38,6265	39,6117	40,6220
	Biweekly	2,402.11	2,463.38	2,526.21	2,590.64	2,656.72	2,724.48	2,793.97	2,865.23	2,938.32	3,013.26	3,090.12	3,168.93	3,249.76
	Annual	62,454.84	64,047.82	65,681.42	67,356.69	69,074.69	70,836.51	72,643.27	74,496.11	76,396.20	78,344.77	80,343.03	82,392.26	84,493.75

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Phil Holder, Captain

MEETING DATE: February 13, 2018

SUBJECT: Resolution 2018-15: Authorizing the Police Department to purchase five vehicles through the National Auto Fleet Group in an amount not to exceed \$122,128. 00.

RECOMMENDATION:

The City Council adopt Resolution No. 2018-15, a Resolution of the City of Banning, California, authorizing the police department to purchase three (3) 2018 Ford Police Interceptor Patrol Sedans and two (2) 2018 Ford Fusion Sedans through the National Auto Fleet Group in an amount not to exceed \$122,128.

JUSTIFICATION:

The requested patrol sedans will be used to replace one (1) 2006 Ford Crown Victoria patrol sedan and two (2) 2009 Ford Crown Victoria patrol sedans with excessive miles and additional electrical and transmission defects. Based on the recent promotion of two Lieutenants, the two (2) Ford Fusions will be assigned to administration.

BACKGROUND:

On December 13, 2017 the Banning Police Department acquired a cooperative bid price for the referenced vehicles through the National Auto Fleet Group under the current NJPA Contract #120716, which was awarded on January 16, 2017 and expires on January 17, 2021. The National Joint Powers Alliance (NJPA) contract was awarded to the National Auto Fleet Group after a nationwide competitive bid process.

FISCAL IMPACT:

The total cost of the five requested vehicles is \$122,128. Funding for the vehicles is available through Measure J funds approved for public safety use by the Banning City Council on January 9, 2018 in Resolution 2018-09.

OPTIONS:

1. Adopt Resolution 2018-15
2. Reject Resolution 2018-15 and provide direction to staff.

ATTACHMENTS:

1. Resolution 2018-15
2. Resolution 2018-09
3. Copy of NJPA RFP
4. NJPA Award Letter
5. Vehicle Quotes

Approved by:

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

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution 2018-15

RESOLUTION NO. 2018-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE BANNING POLICE DEPARTMENT TO PURCHASE THREE (3) FORD POLICE INTERCEPTOR PATROL SEDANS AND TWO (2) FORD FUSIONS IN AN AMOUNT NOT TO EXCEED \$122,128.00

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and,

WHEREAS, the City of Banning Police Department operates a 24 hour a day operation; and,

WHEREAS, it is imperative the Banning Police Department maintain the optimal level of transportation for its officers to complete their assignments; and,

WHEREAS, there is a need to replace vehicles.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning authorizes the Banning Police Department to purchase three (3) 2018 Ford Police Interceptor Patrol Sedans and two (2) 2018 Ford Fusions through The National Auto Fleet Group in an amount not to exceed \$122,128 using Measure J Funds approved for public safety use by the Banning City Council on January 9, 2018. The Finance Department is hereby authorized to make the necessary budget transfers and adjustments related to this purchase.

PASSED, APPROVED, AND ADOPTED this 13th day of February 2018.

George Moyer, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

ATTEST

Kevin G. Ennis, Esq., Authority Counsel
City Attorney

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 No. 2018-15 was duly adopted by the City Council

of the City of Banning at the regular meeting thereof held on the 13th day of February, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Resolution 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

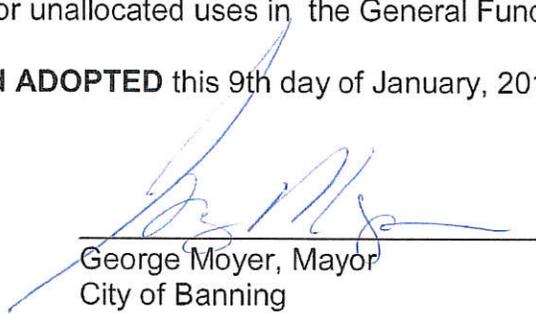
WHEREAS, the City Council now desires to adopt a resolution designating the funds to be allocated for public safety services, parks capital improvement, streets and unallocated general services.

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:

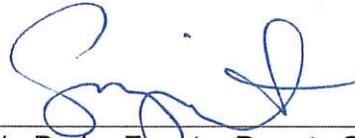
I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-09 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January, 2018, by the following vote, to wit:

AYES: Council Members Andrade, Franklin, Peterson, and Mayor Moyer

NOES: None

ABSTAIN: None

ABSENT: Council Member Welch



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

ATTACHMENT 3

Copy of NJPA RFP

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

RFP Opening

October 28, 2011
8:00 AM Central TIME
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #102811

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, Specifications and details of this RFP are available beginning September 6, 2011 and continuing until October 4, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 27, 2011 at 4:30 p.m. Central Time at the above address and opened October 28, 2011 at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

*September 6, 2011 and
September 13, 2011*

October 4, 2011

October 7, 2011 AM Central

*October 27, 2011 4:30 PM.
Central*

October 28, 2011 8:00AM Central

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals*
- *Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

- 1. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Propose a National Cooperative Procurement Contract
 - D. The Intent of this RFP
 - E. Scope of this RFP
 - F. Expectations for Products/Services being Proposed
 - G. Certification – Firm offer to contract
 - H. Pre-Proposal Conference
- 2. DEFINITIONS
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
 - F. FOB
- 3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL
 - A. Pre-Proposal Conference
 - B. Identification of key personnel
 - C. Proposer’s exceptions to terms and conditions
 - D. Formal instructions to Proposers
 - E. Questions and answers about this RFP
 - F. Modification or withdrawal of a submitted Proposal
 - G. Value added attributes, products/services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
- 4. PRICING STRATEGIES
 - A. Line-Item Pricing
 - B. Mass Produced Production Vehicles
 - C. All other Vehicles and accessories
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts
 - G. Sourced Goods
 - H. Cost Plus a Percentage of Cost
 - I. Total Cost of Acquisition
 - J. Requesting Product and Service additions/deletions
 - K. Requesting Pricing Changes
 - L. Pricing and Products Changes Format
 - M. Single Statement of Pricing – Historical Record of Pricing
 - N. Payment Terms
 - O. Sales Tax
 - P. Shipping and Shipping Program
 - Q. Normal Working Hours
- 5. MARKETING PLAN
- 6. PROPOSAL OPENING PROCEDURE
- 7. EVALUATION OF PROPOSALS
 - A. Proposal evaluation process
 - B. Proposer Responsiveness
 - C. Proposal evaluation criteria
 - D. Cost Scoring Evaluation
 - E. Product Testing
 - F. Past performance information
 - G. Waiver of formalities
- 8. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member sign-up procedure
 - C. Reporting of sale activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
- 9. GENERAL TERMS AND CONDIITONS
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From this RFP
 - C. Applicable law
 - D. Assignment of Contract
 - E. Proposers List
 - F. Captions, Headings, and Illustrations
 - G. Confidential Information
 - H. Data Privacy
 - I. Entire Agreement
 - J. Force Majeure
 - K. Gratuities
 - L. Hazardous Substances
 - M. Legal Remedies
 - N. Licenses
 - O. Material Suppliers and Sub-Contractors
 - P. Non-Wavier of Rights
 - Q. Protests of Awards Made
 - R. Provisions Required by Law
 - S. Public Record
 - T. Right to Assurance
 - U. Suspension or Disbarment Status
 - V. Human Rights Certificate
 - W. Severability
 - X. Relationship of Parties
- 10. FORMS
 - A,B,C,D,E,G,H,I
- 11. PRE-SUBMISSION CHECKLSIT
- 12. ATTACHMENT 1 (I&M Price Sheet)

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INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes states, cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the webpage.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

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1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competited procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members

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reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**, this solicitation should be read to include:

1.20.1.1 OEM Production vehicles from the Manufacturer (OEM)

1.20.1.2 Alt Fuel Vehicles and Vehicles utilizing leading edge technologies.

1.20.1.3 Cab and Chassis Trucks

1.20.1.2 Dump Trucks, Service Bodies, Flat Beds.

1.20.1 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.21 Solutions Based Invitation:

1.21.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.21.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.21.3.1 **Materials Only Solution:** A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.21.3.2 **Turn-Key Solutions:** A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 **Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.21.3.4 **Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.22 **Geographic Area to be Proposed:** This RFP invites proposals to provide **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.23 **Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.24 **Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.25 **Contract Term:** A contract resulting from this RFP will become effective the date established in the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.26 **Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members

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and the value of the awarded contract.

1.27 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.28 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part of the award.

1.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.31.2 Technical Descriptions/Specifications. Bidder's must supply **sufficient** information to:

- Demonstrate the Bidder's knowledge of industry standards, and
- identify the products and services being bid, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA, unduly enlarges the bid response may reduce evaluation points awarded on Form G.

1.32 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.33 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.34 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

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1.35 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.36 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.37 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.38 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.39 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.40 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.41 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

H. PRE-PROPOSAL CONFERENCE

1.42 A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

1.43 An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

1.44 The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

I. DEFINITIONS

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A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award” pursuant to this RFP.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. “FOB Destination” defines the transfer of responsibility for loss are transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify whom is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

2. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA

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to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 Format for bid response: All proposals must be physically delivered to NJPA® at the above address in the following format:

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on A CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

3.9 All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the

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authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing "**PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**" to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Proposals" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the

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signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal and must be tabbed under Tab 5.

3.24 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify any “Green” characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance

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policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.30 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:

(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 102811 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.33 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

3.33.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

3.34 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.34.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.34.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

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3.34.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.34.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.35 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "~~Percentage Discount from Catalog Pricing,~~" or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

4.5 Government Price Assistance- It is understood that a component of the pricing to be offered to this solicitation is "Government Price Assistance" from the respective OEM manufacturers. Prices quoted on vehicles including "Government Price Assistance" are available only to NJPA Members qualifying for "Government Pricing Assistance".

4.5.1 For NJPA Members not qualifying for "Governmental Price Assistance" (Non-Profits for example) all other manufacturer rebates applicable at the time of delivery.

A. LINE-ITEM PRICING

4.6 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a ~~percentage discount~~ from catalog or category pricing model may make more sense.

4.7 Format: Line Item vehicle pricing for this RFP must be submitted using attached "Price Form P1". The intent here is to describe and price a "Base" vehicle in each of eight classes AND also offer, on an ala carte basis, options (both Manufacturer Options and Dealer Options) to customize each vehicle offered.

4.8 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

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4.9 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.10 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.11 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.12 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. MASS PRODUCED PRODUCTION VEHICLES

4.13 Original Equipment from the Manufacturer (OEM) mass production vehicles will be priced using the pricing sheets attached as "Attachment P" and executed according to the instructions contained on the first tab of that attachment.

C. ALL OTHER VEHICLES AND ACCESSORIES.

4.14 Please use the general descriptions for "Line Item Pricing". A format is not specified for these items beyond those provided in "Line Item Pricing". Please use a format which fully identifies and prices the goods and services being offered.

D. TAX AND OTHER CREDITS.

4.15 Tax and other credits accruing to the vehicle being purchased which are not applicable to an NJPA Member will accrue to the benefit of the Awarded Contractor.

E. HOT LIST PRICING

4.16 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a "Hot List" of products/services is optional. Products/services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.17 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.18 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

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E. CEILING PRICE

4.19 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.20 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

4.21 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.22 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.23 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

G. SOURCED GOODS

4.24 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.25 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.25.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.25.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.25.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. COST PLUS A PERCENTAGE OF COST

4.26 Except as provided in "Sourced Goods" above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

I. TOTAL COST OF ACQUISITION

4.27 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the

- products/services being proposed.
- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.28 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

J. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.29 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.30 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.31 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.32 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.33 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.34 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.35 NJPA's intent here is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

K. REQUESTING PRICING CHANGES

4.36 Price Decreases: Requests for standard Contract price decrease adjustments (~~percentage discount increases~~) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.37 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.37 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

L. PRICE AND PRODUCT CHANGES FORMAT

4.39 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.39.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product list and the reason for the changes.
- b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.
 - i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."
 - ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.39.2 An excel spreadsheet identifying all products/services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

- a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

M. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.40 Initially; and with each request for product addition, deletion, and pricing change; all

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products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.41 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.42 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.43 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

N. PAYMENT TERMS

4.44 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services.

4.45 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company

O. SALES TAX

4.46 Sales and other taxes and all applicable title transfer fees, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

P. SHIPPING AND SHIPPING PROGRAM

4.47 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

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4.48 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.49 Additional costs for expedited deliveries or additional goods or services required by the end-user will be at the expense to the NJPA Member/End User.

4.50 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.51 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.52 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.53 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.54 Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.55 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.56 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.57 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.58 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.59 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

Q. NORMAL WORKING HOURS

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4.60 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does you sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of

the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor’s general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer’s Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer’s website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer’s Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA’s website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment

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to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer's Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 **The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.**

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed bid with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard products/services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
16. Core List selection of products/services in Line-Item Pricing format
17. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or ~~Percentage Discount from published gov/ed price list or Catalog.~~

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.

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16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services may be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under

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previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

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8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

8.8 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.10 Hub Partner: Where Applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.11 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.11.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction. and

8.11.2 To the extent that the he Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]".

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.14 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.15 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.16 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience,

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without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.18 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.19 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.20 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.21 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

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M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not

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intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) Provide a brief history of your company that includes its goals and philosophy.
- 3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 4) How long has your company has been in the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**, industry?
- 5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 6) For public companies, provide your most recent annual report to shareholders.
- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
- 8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
- 9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

- 10) List and document recent industry awards and recognition.
- 11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Proposer's ability to sell and service nationwide.

- 14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

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are they employees of a third party?

- 15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Marketing Plan

- 19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 20) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 22) Describe your use of technology and the internet to provide marketing and product awareness.
- 23) Describe your perception of NJPA's role in marketing the partnership and your products/services.
- 24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Value Added Attributes

- 25) Describe any training programs available as options for members.
- 26) Describe technological advances your proposal products/services offer.
- 27) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 29) Identify any other unique or custom value added attributes.
- 30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 31) Identify your ability and willingness to service Canada specifically and internationally in general.
- 32) Describe any unique distribution method employed in your proposal.

Payment Terms and Financing Options

- 33) Identify your payment terms. (Net 30, etc.)
- 34) Identify any applicable leasing or other financing options as defined herein.
- 35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

- 36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 37) Do all warranties cover all material and labor?
- 38) Do warranties impose usage limit restrictions?
- 39) Do warranties cover the technicians travel time to perform warranty repairs?
- 40) Please list any other limitations or circumstances that would not be covered under your warranty.
- 41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Other Cooperative Procurement Contracts Held

- 42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

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- 43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 44) Identify any GSA Contracts held or utilized by the Proposer.
- 45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Products/Services and Pricing

- 46) Provide a general narrative description of the products/services and services you are offering in your proposal.
- 47) Provide a general narrative description of your pricing model identifying how the model works (line item ~~and/or~~ percentage discount).
- 48) Propose a strategy, process, and specific method of facilitating “Sourced Goods” solution as defined herein.
- 49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
- 50) Provide a “CORE LIST” of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 51) Provide, if any, your volume rebate programs
- 52) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 53) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.(Your proposal will be considered “Non-Responsive” if this question is not answered.)
- 54) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 55) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 56) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**Proposal Offering
And Acceptance and Award
RFP #102811**

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: ___ Executive Director NJPA _____

Awarded this _____ day of _____ **Contract Number # 102811**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 102811**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20 _____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G. OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Proposed Subject **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Characteristics	50	
Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

FORM H State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101
 Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663
 Fax: (651) 296-9042

Toll Free: 800-657-3704
 TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor’s Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximqtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a “Sourced Goods Multiplier”?
- Have you packaged your bid submission identifying conspicuously “Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX”.
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

CORRECTED Addendum 083111

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH
RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issued on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as compliant. In the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

Addendum 100511

To that certain
RFP#102811
Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH
RELATED ACCESSORIES.

Please read this solicitation to include the following:

The deadline for RFP Requests for this solicitation will be changed from Tuesday October 4, 2011 to Tuesday October 11, 2011.

Gregg Meierhofer 10-5-11

CORRECTED Addendum 101411

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS
WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issues on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as compliant. IN the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

CORRECTED Addendum 101811

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS
WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

QUESTION:

I will address the current situation for Government agency Members in the State of Washington alone, just to give you an idea of the complexity.

- Sales tax must be paid by (even State) Government agencies. In the case where the selling dealer is located in the state, the sales tax charged is applicable to that which is charged at the location of the selling dealer.
- Sales taxes vary by county (and, in some cases, by city...so it's actually by Zip Code!), and if the selling dealer is located outside the state, then the Member must pay the sales tax that is applicable at their site.
 - In the case of vehicles that are purchased but as yet not complete vehicles (such as, cab/chassis that must have a service body installed), the sales tax must include the completed vehicle. If a Member chooses to purchase the chassis from me, and have someone else complete the truck, sales tax cannot be determined/collected until the unit is complete.
 - In addition, the licensing cannot be completed until the completed unit is weighed, and a weight slip is included in the licensing app.
 - The only way a dealer might be able to take on these responsibilities would be to:
 - Add a fee to consider the cost of flooring these vehicles through this extra time the vehicle is "on their inventory books."
 - Add an additional fee for a business, such as RoadReady (www.roadreadyregs.com) to take care of all the complexities of this task, ensuring the dealer has not erred in the process of serving the Members. The cost of a service such as this is \$105/vehicle, and we will have to consider this cost in the rendering of our bid.
- Licensing is typically carried out by the Member for their vehicles.

I would hazard a guess that every state has different sales tax and licensing policies...although Washington is decidedly complex.

I would suggest to you that the Members would be best served to take the responsibility for taking care of the sales tax (where due), and the licensing as well. The alternative is for the supplier to require that the Member indicate the sales tax

that will be due to their purchase, as well as the cost of licensing, with the understanding that if the actual cost incurred has a variance, they will be charged (or reimbursed) for any difference.

ANSWER:

You can make your proposal any way you want it to be, however you need to disclose your exceptions to the "total cost of acquisition" costs which are not included in your proposed pricing. Sales tax and licensing are to be included in the total cost of acquisition.

Prior to working for NJPA I worked in banking. In our bank was a leasing department where we leased equipment in the underground directional boring industry nationwide. To accomplish this we purchased software which ensured our compliance with state and local sales taxes and helped us file sales tax returns in every state in the nation. My point is that there are solutions out there for this problem. If you want to play on a national scale, this may be something you want to look into investing in.

With regard to the titling issues, a motor vehicle, designed for use on a roadway, which cannot be legally operated on a roadway because it is not legally titled, is less valuable to NJPA Members than one that can. Our Members have not likely needed to be licensing experts in the past and do not likely desire to become an expert to utilize your contract. Therefore a proposal including titling will likely be superior to a proposal excluding titling from the Proposer's responsibilities.

ATTACHMENT 4

NJPA Award Letter

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

Proposal Offering (To be completed Only by Proposer)

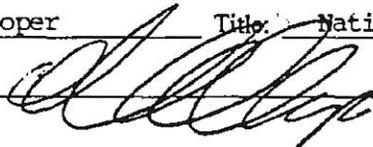
In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: National Auto Fleet Group Date: 11-14-11

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

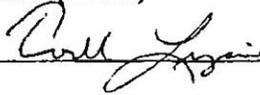
Contact Person: Clarke Cooper Title: National Fleet Manager

Authorized Signature (ink only):  Clarke Cooper
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be Jan 17, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Todd Lyser
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 17th day of January 2012 Contract Number # 102811-NAF

NJPA Authorized signature: 
(Name printed or typed)

Title: Board Clerk

Executed this 17th day of January 2012 Contract Number # 102811-NAF

ATTACHMENT 5

Vehicle Quotes

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

December 13, 2017

Cpt. Phil Holder
Banning Police Department
321 W Ramsey St
Banning, CA 92220
Delivery Via Email

Dear Cpt Holder,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Banning, new/unused 2018 Ford Fusion sedans responding to your requirement with the attached specifications for \$ 19,625.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

December 13, 2017

Cpt. Phil Holder
Banning Police Department
321 W Ramsey St
Banning, CA 92220
United States of America
Delivery Via Email

Dear Cpt. Holder,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Banning, new/unused 2018 Police Interceptor Patrol sedan responding to your requirement with the attached specifications for \$ 24,772.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 102811. Pricing includes black and white paint to your scheme.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Alejandro Diaz, Chief of Police
Robert Fisher, Police Lieutenant

MEETING DATE: February 13, 2018

SUBJECT: Ordinance 1513 - Recreational Vehicles, Recreational Trailers,
and Utility Trailer Parking.

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing;
2. Pass the first reading of Ordinance No. 1513 (Attachment 1) adding a new Section 10.12.105 (Recreational Vehicles, Recreational Trailers and Utility Trailers) to Title 10 (Vehicles and Traffic) Chapter 10.12 (Stopping Standing and Parking) Article 1. (Stopping or Parking Prohibitions and Limitations), Prohibiting the Parking of Recreational Vehicles, Recreational Trailers and Utility Trailers on the Public Right-of-Way Longer than Four (4) Hours.

JUSTIFICATION:

This item was brought to City Council for consideration on June 13, 2017. A Public Hearing was held and the City Council suggested minor changes to the Ordinance and that it be brought back for consideration at this meeting.

The intent of the Ordinance 1513 is to regulate parking or storage of recreational vehicles, recreational trailers, and utility trailers. The current ordinance allows parking of said vehicles on City streets for a period not to exceed 72 hours. However, this resets when a vehicle is moved before the 72-hour time frame.

Staff proposes this new Ordinance limiting parking of recreational vehicles, recreational trailers, and utility trailers in the public right of way, to 4 hours. The proposed resolution will help mitigate complaints regarding recreational vehicles, recreational trailers, and utility trailers that are parked on residential streets.

BACKGROUND:

The Police Department has received complaints regarding recreational vehicles, recreational trailers, and utility trailers that are parked on residential streets. While a recreational vehicle can be stored on a single family lot, it may not be parked on dirt. As a practical matter, given the size of lots in Banning, most recreational vehicles, recreational trailers, and utility trailers can be stored on most residential properties.

FISCAL IMPACT:

None

ALTERNATIVES:

1. Make changes to Ordinance 1513 and approve.
2. Reject Ordinance 1513. Rejecting this Ordinance would impair the City's ability to control public nuisance and safety hazards associated with parking recreational vehicles and trailers on residential streets.

STRATEGIC PLAN OBJECTIVE:

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

ATTACHMENTS:

1. Ordinance 1513
2. Power Point presentation

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Ordinance 1513

ORDINANCE 1513

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, PROHIBITING THE PARKING OF RECREATIONAL VEHICLES, RECREATIONAL TRAILERS AND UTILITY TRAILERS ON THE PUBLIC RIGHT-OF-WAY LONGER THAN FOUR (4) HOURS, AMENDING THE BANNING MUNICIPAL CODE, AND MAKING REQUIRED FINDINGS UNDER CEQA

WHEREAS, the City of Banning has seen an increase in complaints regarding the parking and/or storage of recreational vehicles, recreational trailers and utility trailers in residential and commercial areas throughout the City; and

WHEREAS, oversized vehicles, such as recreational vehicles, recreational trailers and utility trailers, when parked on residential streets, can create a safety hazard by reducing visibility from driveways and intersections; and

WHEREAS, the parking and/or storage of recreational vehicles and trailers causes visual blight in the City; and

WHEREAS, it is therefore necessary and in the interest of the health, safety and welfare of the residents of Banning to amend the Banning Municipal Code to adopt restrictions on the parking of recreational vehicles and trailers.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new section 10.12.105 is hereby added to Article I (Stopping or Parking Prohibitions and Limitations) of Chapter 10.12, (Stopping, Standing and Parking) of the Banning Municipal Code regarding Recreational Vehicles, Recreational Trailers and Utility Trailers to read as follows:

“Section 10.12.105 Recreational Vehicles, Recreational Trailers and Utility Trailers

- A. No person shall park or leave standing any Recreational Vehicle, Recreational Trailer, Utility Trailer or vehicle dolly regardless of length or width, upon any public street or highway in the City for a period of time exceeding four (4) hours.
- B. No person shall place electrical cords, extension cords, hoses, cables or other items across, above or on the parkway or sideway from a residential or commercial property to a Recreational Vehicle, Recreational Trailer or Utility trailer parked on a public street.
- C. The following definitions will govern the construction of the words and phrases used in this section:

1. "Recreational Vehicle" shall have the meaning set forth in the California Health and Safety Code Section 18010, as may be amended from time to time, and shall include house cars as defined by California Vehicle Code 362, as may be amended from time to time, and attached trailers.
2. "Trailer" shall mean a trailer, semitrailer, camp trailer, (including tent trailers), un-mounted camper, trailer bus, trailer coach, utility trailer, vehicle dolly or flat trailer as defined in Sections 242, 243, 550, 630, 635 and 636 of the California Vehicle Code, as may be amended from time to time, or fifth-wheel travel trailer, as defined in Section 324 of the California Vehicle Code, as may be amended from time to time.
3. Successive acts of parking within a one half (1/2) of a mile area shall be presumed to be a single act of parking for purposes of this ordinance.

D. This section shall not apply to:

1. Any vehicle parked in connection with, and in the aid of, the active performance of a service to or on a property in the block in which such vehicle is parked;
2. Any vehicle owned by a city, county, state, public entity or licensed contractor engaged in the installation, maintenance, or repair of any public property, utility or highway; or
3. Any authorized emergency vehicle.

E. Any person who violates any provision of this section is guilty of an infraction and will be subject to a parking citation, towing or both.

F. The time limitations on standing or parking in this section will not relieve any person from the duty to observe other and more restrictive provisions of the California Vehicle Code or the Banning Municipal Code prohibiting or limiting the standing or parking of vehicles in specified places or at specified times."

SECTION 2. SEVERABILITY

If any section, subsection, clause or phrase or portion of this code is for any reason to invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this ordinance.

The Mayor and City Council hereby declare that it would have passed the ordinance codified in this chapter; and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections,

subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. CEQA

The adoption of this Ordinance is not a “project” under the California Environmental Quality Act because the Ordinance does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4). The proposed ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that this Ordinance to regulate the parking of recreational vehicles, recreational trailers, and utility trailers on City streets will have a significant effect on the environment. Placing restrictions on recreational vehicle, recreational trailer, and utility trailer parking pursuant to this Ordinance will not result in a permanent alteration of property or the construction of any new or expanded structures or other direct or indirect physical changes in the environment. The parking regulations affect recreational vehicles, recreational trailers, and utility trailers, and not any fixed or permanent structures, and have no potential to significantly affect the environment.

SECTION 4. 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 time 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) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated.

PASSED, APPROVED AND ADOPTED this ____ day of _____,
2018.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon, APC

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance 1513 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the _____ day of _____, 2018, and was duly adopted at a regular meeting of said City Council on the __ day of _____, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

Power Point Presentation

Parking Enforcement; Recreational Vehicles, Recreational Trailers, Utility Trailers

Presented by:
Alejandro Diaz
Chief of Police

The goals are to: (1) Identify parking issues, concerns, and needs



(2) Identify implementation strategies to address the stated issues, concerns, and needs.



It is permissible to park a recreational vehicle, recreational trailer, or a utility trailer on City streets, for a time not to exceed 72 hours



The vehicle could be marked and tagged for 72 hours, which normally causes the owner to move their vehicle, restarting the 72 hour time period



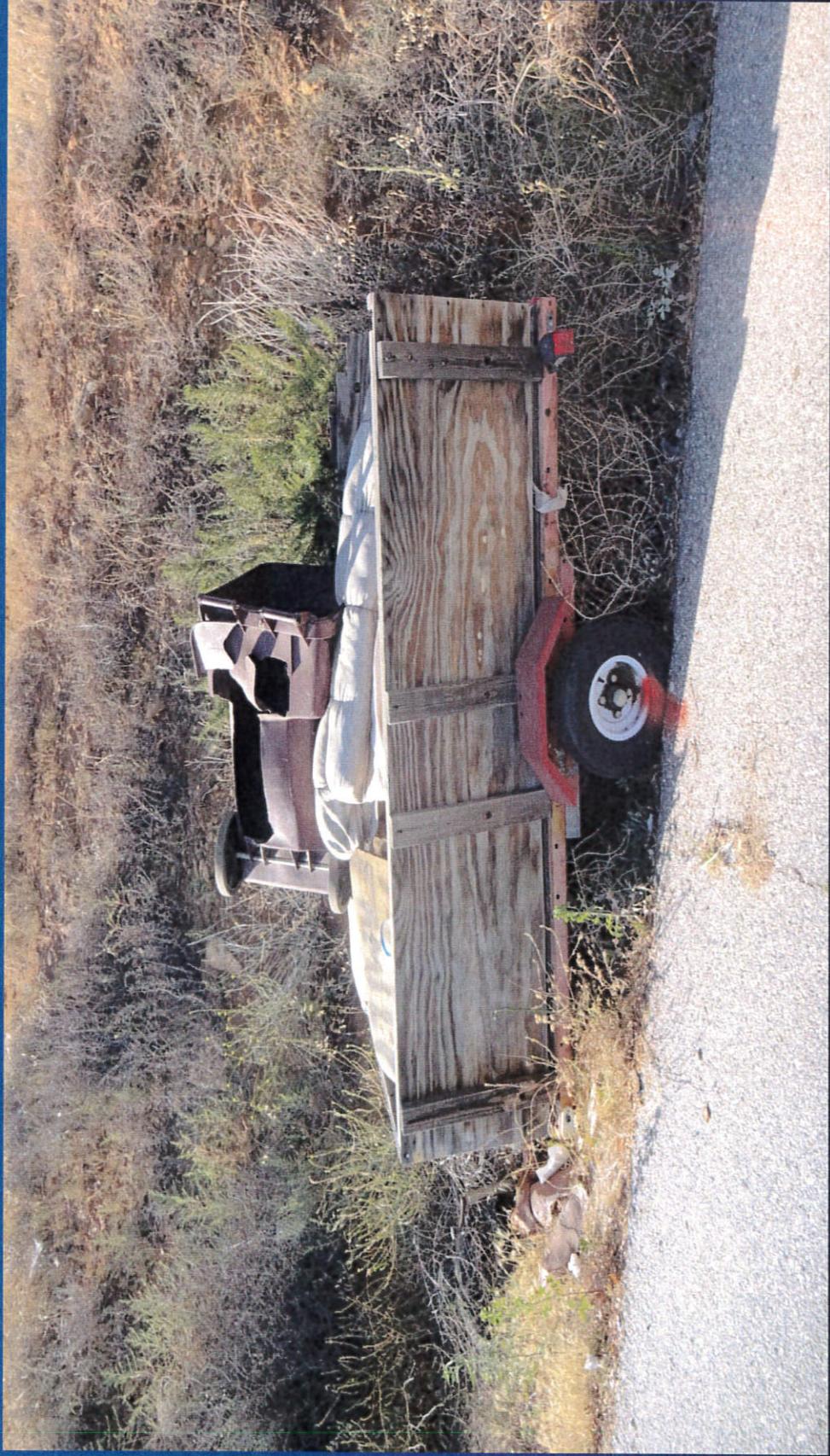
The Police Department has received numerous complaints regarding recreational vehicles, recreational trailers, and utility trailers that are parked on residential streets



Some vehicles are registered in other cities and parked on city streets in
Banning



While a recreational vehicle can be stored on a single family lot, it may not be parked on dirt



Problems with RV and trailer parking include:
expired registration.



Reduced visibility to oncoming traffic



Weeds and other debris collect around vehicles which have been parked for an extended period of time



Trailers normally do not have a parking brake and are secured with bricks or rocks



Some residents have complained of the lack of parking in their neighborhoods



Some residents have also complained about animal trailers and the odor which accompany them



Citizens oftentimes consider a trailer as blight in their neighborhood



Lastly, this ordinance will prohibit extension cords from being extended across city sidewalks.



In conclusion

This ordinance will:

- Reduce blight
- Reduce view obstruction
 - Maintain a balance between providing an adequate supply of parking to serve new growth.
 - Prevent vegetation from growing in the streets.
 - Prevent debris from collecting under vehicles.



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Alejandro Diaz, Interim City Manager

MEETING DATE: February 13, 2018

SUBJECT: Opposition of SB 827- Planning and Zoning: Transit-Rich Housing Bonus

RECOMMENDED ACTION:

That the City Council officially oppose SB 827 and submit a letter to Governor Jerry Brown conveying the City's opposition.

BACKGROUND:

SB 827, introduced by Senator Scott Wiener, requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents.

This bill would authorize a transit-rich housing project to receive a transit-rich housing bonus. The bill would define a transit-rich housing project as a residential development project the parcels of which are all within a $\frac{1}{2}$ mile radius of a major transit stop or a $\frac{1}{4}$ mile radius of a high-quality transit corridor, as those terms are further defined. The bill would exempt a project awarded a housing opportunity bonus from various requirements, including maximum controls on residential density or floor area ratio, minimum automobile parking requirements, design standards that restrict the applicant's ability to construct the maximum number of units consistent with any applicable building code, and maximum height limitations, as provided.

Last year, the State Legislature passed and the Governor signed a comprehensive 15 bill “housing package”, which included measures that provided new sources of funding, streamlined the housing approval process, and increased oversight of local government land use decisions. These bills took effect on January 1, 2018, two days prior to the introduction of SB 827.

JUSTIFICATION:

SB 827 would undermine locally adopted General Plans, Housing Elements (which are certified by the Department of Housing and Community Development), and Sustainable Community Strategies (SCS). SB 827 allows private for profit housing developers and transit agencies to determine housing densities, parking requirements, and design review standards within one-half mile of a “major transit stop,” or along a “high-quality transit corridor” which could be miles away from an actual bus stop. Under existing law, cities are already required to zone for densities at levels necessary to meet their entire Regional Housing Needs Allocation (RHNA). Additionally, SB 827 would provide developers a means to generate additional profits without any housing affordability requirements.

FISCAL IMPACT:

None

OPTIONS:

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

ATTACHMENTS:

1. SB 827
2. Letter of Opposition

Approved by:

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

Alejandro Díaz
Interim City Manager

ATTACHMENT 1

SB 827


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SB-827 Planning and zoning: transit-rich housing bonus. (2017-2018)

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Date Published: 01/03/2018 09:00 PM

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

SENATE BILL

No. 827

Introduced by Senator Wiener
(Principal coauthor: Senator Skinner)
(Principal coauthor: Assembly Member Ting)

January 03, 2018

An act to add Section 65917.7 to the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 827, as introduced, Wiener. Planning and zoning: transit-rich housing bonus.

The Planning and Zoning Law requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents.

This bill would authorize a transit-rich housing project to receive a transit-rich housing bonus. The bill would define a transit-rich housing project as a residential development project the parcels of which are all within a 1/2 mile radius of a major transit stop or a 1/4 mile radius of a high-quality transit corridor, as those terms are further defined. The bill would exempt a project awarded a housing opportunity bonus from various requirements, including maximum controls on residential density or floor area ratio, minimum automobile parking requirements, design standards that restrict the applicant's ability to construct the maximum number of units consistent with any applicable building code, and maximum height limitations, as provided.

The bill would declare that its provisions address a matter of statewide concern and apply equally to all cities and counties in this state, including a charter city.

By adding to the duties of local planning officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares that this act addresses a matter of statewide concern and shall apply equally to all cities and counties in this state, including charter cities.

SEC. 2. Section 65917.7 is added to the Government Code, to read:

65917.7. (a) As used in this section, the following definitions shall apply:

(1) "Block" has the same meaning as defined in subdivision (a) of Section 5870 of the Streets and Highways Code.

(2) "High-quality transit corridor" means a corridor with fixed route bus service that has service intervals of no more than 15 minutes during peak commute hours.

(3) "Transit-rich housing project" means a residential development project the parcels of which are all within a one-half mile radius of a major transit stop or a one-quarter mile radius of a high-quality transit corridor. A project shall be deemed to be within a one-half mile radius of a major transit stop or a one-quarter mile radius of a high-quality transit corridor if both of the following apply:

(A) All parcels within the project have no more than 25 percent of their area outside of a one-half mile radius of a major transit stop or a one-quarter mile radius of a high-quality transit corridor.

(B) No more than 10 percent of the residential units or 100 units, whichever is less, of the project are outside of a one-half mile radius of a major transit stop or a one-quarter mile radius of a high-quality transit corridor.

(4) "Major transit stop" has the same meaning as defined in Section 21064.3 of the Public Resources Code.

(b) Notwithstanding any local ordinance, general plan element, specific plan, charter, or other local law, policy, resolution, or regulation, a transit-rich housing project shall receive a transit-rich housing bonus which shall exempt the project from all of the following:

(1) Maximum controls on residential density or floor area ratio.

(2) Minimum automobile parking requirements.

(3) Any design standard that restricts the applicant's ability to construct the maximum number of units consistent with any applicable building code.

(4) (A) If the transit-rich housing project is within either a one-quarter mile radius of a high-quality transit corridor or within one block of a major transit stop, any maximum height limitation that is less than 85 feet, except in cases where a parcel facing a street that is less than 45 feet wide from curb to curb, in which case the maximum height shall not be less than 55 feet. If the project is exempted from the local maximum height limitation, the governing height limitation for a transit-rich housing project shall be 85 feet or 55 feet, as provided in this subparagraph.

(B) If the transit-rich housing project is within one-half mile of a major transit stop, but does not meet the criteria specified in subparagraph (A), any maximum height limitation that is less than 55 feet, except in cases where a parcel facing a street that is less than 45 feet wide from curb to curb, in which case the maximum height shall not be less than 45 feet. If the project is exempted from the local maximum height limitation, the governing height limitation for a transit-rich housing project shall be 55 feet or 45 feet, as provided in this subparagraph.

(C) For purposes of this paragraph, if a parcel has street frontage on two or more different streets, the height maximum pursuant to this paragraph shall be based on the widest street.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

ATTACHMENT 2

Letter of Opposition



City of Banning Office of the City Council

February 13, 2018

Governor Jerry Brown
State Capitol
Sacramento, CA 92501

Dear Governor Brown:

The City of Banning opposes SB 827 (Wiener), which would exempt certain housing projects from locally developed and adopted height limitations, densities, parking requirements, and design review standards. Specifically, SB 827 would undermine locally adopted General Plans, Housing Elements (which are certified by the Department of Housing and Community Development), and Sustainable Community Strategies (SCS). SB 827 allows private for-profit housing developers and transit agencies to determine housing densities, parking requirements, and design review standards within one-half mile of a "major transit stop," or along a "high-quality transit corridor" which could be miles away from an actual bus stop. Under existing law, cities are already required to zone for densities at levels necessary to meet their entire Regional Housing Needs Allocation (RHNA). Additionally, SB 827 would provide developers a means to generate additional profits without any requirement to build affordable housing.

Exempting large-scale developments from General Plans, Housing Elements, and zoning ordinances goes against the principles of local democracy and public engagement. Public hearings allow members of the community to inform their representative of their support or concerns when planning documents are developed. Public engagement also often leads to better projects. Disregarding such processes will increase public distrust in government and could lead to additional ballot measures dealing with growth management.

For these reasons, the City of Banning opposes SB 827.

Regards,

Mayor George Moyer
City of Banning



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: February 13, 2018

SUBJECT: Discuss and Consider Adopting Resolution 2018-17, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2018/2019

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2018-17, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2018/2019 in order to prepare for the assessments of the area.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District (LMD) No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of Resolution No. 2018-17 will enable the City Engineer to prepare the assessment for Fiscal Year 2018/2019.

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990 ordering the formation of Landscape Maintenance District No. 1, ("the District") the boundaries of which are shown in Attachment "2". An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. The District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscape areas within the City of Banning, all of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed

value. Resolution No. 2018-17 will initiate the proceedings to update the District for Fiscal Year 2018/2019. A tentative schedule for updating the District, as required by the "Landscaping and Lighting Act of 1972," is attached hereto as Attachment "3" for your information.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District (LMD) No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of Resolution No. 2018-17 will enable the City Engineer to prepare for the assessment for Fiscal Year 2018/2019.

FISCAL IMPACT:

Not applicable. A detailed estimate will be prepared and forwarded with the Engineer's Report.

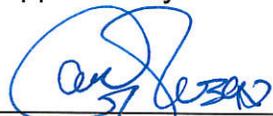
ALTERNATIVE:

1. Reject Resolution No. 2018-17, which would result in staff not initiating the process of assessing the homeowners and properties within LMD No. 1 a fee to pay for maintenance and servicing costs. Expenses funded by the fee currently include the LMD contractor, utility costs (water and electric), miscellaneous costs (design improvements, irrigation repair, flower and tree replacement, shrubs, etc.), and minor incidentals. Without an assessment, other funding sources would have to be utilized to pay for the expenses related to the operation and maintenance of LMD No.1.

ATTACHMENTS:

1. Resolution No. 2018-17
2. LMD No. 1 Map for FY 2018/19
3. Tentative Schedule for Updating LMD No. 1

Approved by:



Alejandro Díaz
Interim City Manager

ATTACHMENT 1

Resolution No. 2018-17

RESOLUTION NO. 2018-17

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
INITIATING PROCEEDINGS TO UPDATE LANDSCAPE MAINTENANCE DISTRICT
NO. 1 FOR THE FISCAL YEAR 2018/2019, PURSUANT TO THE LANDSCAPING
AND LIGHTING ACT OF 1972**

WHEREAS, the City Council, pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500, desires to initiate proceedings to update the City of Banning's Landscape Maintenance District No. 1, and to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping and all appurtenant facilities related thereto.

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

SECTION 1. The City Council desires to update Landscape Maintenance District No. 1 for Fiscal Year 2018/2019, pursuant to the "Landscaping and Lighting Act of 1972" (Section 22500 and following, Streets and Highways Code) for the purpose of the following improvements:

Maintaining and servicing street trees, parkways, median islands, perimeter strips and backup walls, side slopes adjacent to sidewalks and storm drains, open space areas, flood detention or retention basins, and the irrigation of the above improvements.

SECTION 2. The City Council hereby directs the City Engineer to prepare and file with the City Clerk an Engineer's Report in accordance with Article 4 of Chapter 1 of the "Landscaping and Lighting Act of 1972."

SECTION 3. The fee to be assessed will not exceed the reasonable cost of providing the service. The fee charged shall be based on the rate and methodology set forth in Resolution Nos. 1990-59 and 2005-36.

SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED this 13th day of February, 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 Ennis, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2018-17 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13th day of February, 2018, by the following vote, to wit:

AYES:

NOES:

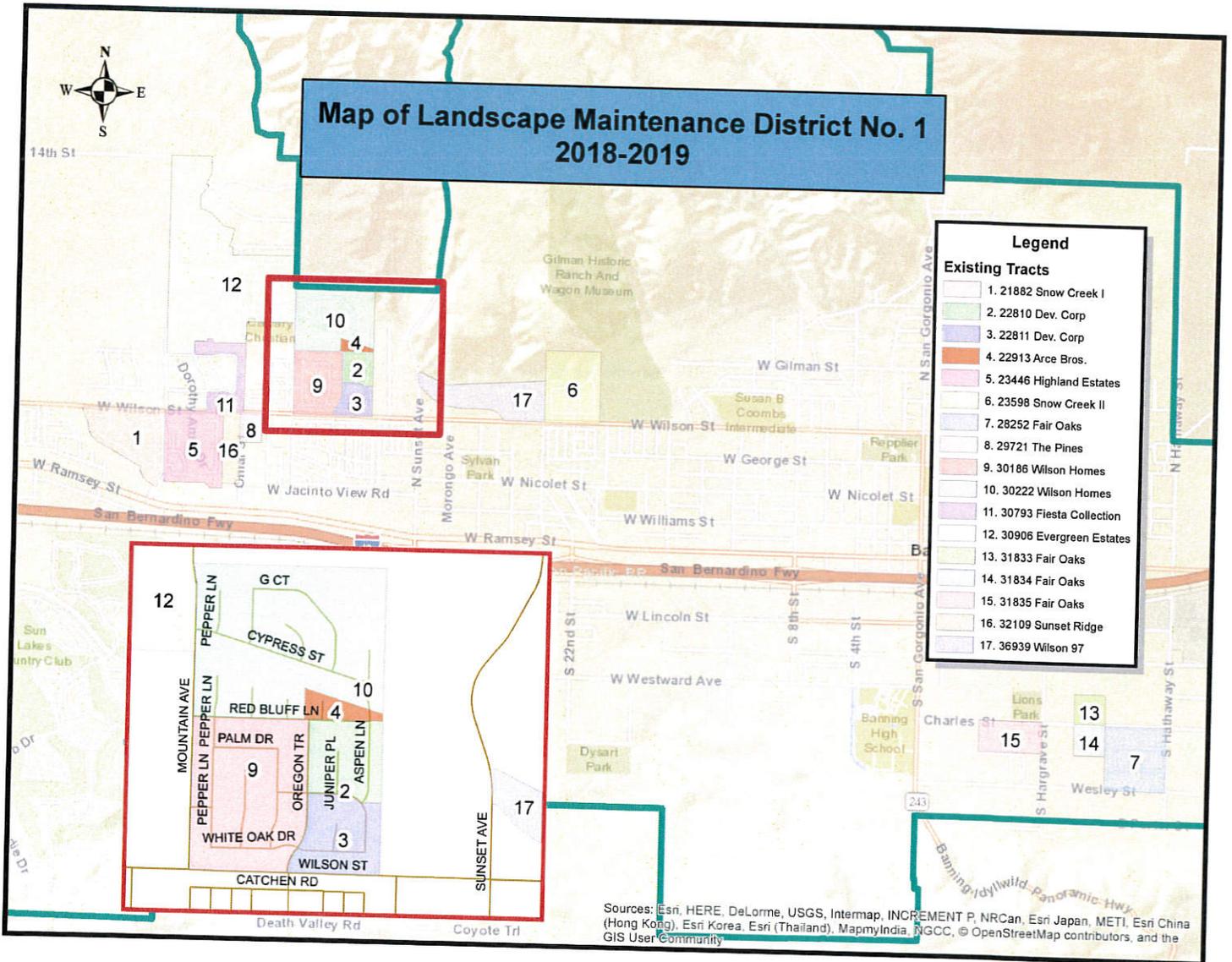
ABSENT:

ABSTAIN:

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

ATTACHMENT 2

Landscape Maintenance District No. 1 for Fiscal Year 2018/2019

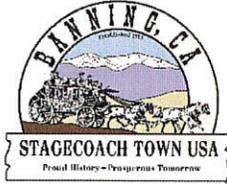


ATTACHMENT 3

Tentative Schedule for Updating Landscape Maintenance District No. 1

Item	Council Meeting
Resolution Initiating Update	February 13, 2018
Resolution of Intention (Approving Engineer's Report)	April 24, 2018
Resolution Confirming Assessment (Public Hearing)	May 22, 2018

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

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

MEETING DATE: February 13, 2018

SUBJECT: Discuss and consider approving a twelve (12) month extension of time for Tentative Tract Map 36939 generally located north of Wilson street between Sunset and Sunrise; APN's 535-430-001 thru 021, 535-431-001 thru 015, 535-432-001 thru 017, 535-070-004 thru 006 and adopt Resolution 2018-14 granting the requested twelve (12) month extension.

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing on the extension of time for Tentative Tract Map 36939; and
2. Adopt Resolution 2018-14 approving a twelve (12) month extension of time for Tentative Tract Map 36939.

JUSTIFICATION:

In accordance with California Government Code (CGC) Section 66452.6 (a) (1), the approval of a Tentative Map shall expire 24 months after it is approved. CGC Section 66452.6 (e) allows for extensions of time for approved tentative tract maps if an application for extension is submitted prior to its expiration. Tentative tract maps may be extended for a period or periods not exceeding a total of six years. Therefore, an approved tentative tract map may remain active for a total of eight years before expiring. Additional extensions of time may result from the filing of a

final map for part of the property, or for acts of the State Legislature known as automatic "Legislative Extensions".

BACKGROUND:

On February 23, 2016, by adoption of Ordinance 1495, the City Council approved Tentative Tract Map 36939 adopting a mitigated negative declaration and mitigation, monitoring, and reporting program; to allow the subdivision of a 34.6 acre site to create 98 numbered lots for single-family residential development and three (3) lettered lots; and, zone change amending the zoning map to eliminate the RL-10,000 overlay affecting the western portion of the site to low density residential (LDR, 0 to 5 units per acre). The approval provided the applicant two (2) years in which to record the map (until February 23, 2018).

If approved, this would grant the first extension. The applicant has requested the extension in order to allow them sufficient time to obtain environmental permits that are still outstanding.

FISCAL IMPACT:

There are no direct fiscal impacts to the General Fund from this action. However, should the applicant record the subdivision map and obtain permits for the project, the City would receive development impact fees.

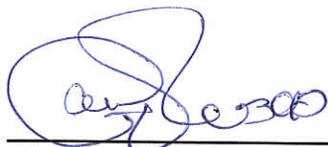
PUBLIC COMMUNICATION:

The proposed Tentative Map Extension was advertised in the Record Gazette newspaper on February 2, 2018. Additionally, notice was mailed to all property owners within 300 feet of the project. As of the date of this report, staff has not received any verbal or written comments for or against the proposal.

ATTACHMENTS:

1. Resolution 2018-14
2. TTM 36939
3. Copy of Ordinance 1495 approving TTM 36939
4. Public Hearing Notice

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution 2018-14

RESOLUTION 2018-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TWELVE (12) MONTH TIME EXTENSION FOR TENTATIVE TRACT MAP 36939 (TTM 36939)

WHEREAS, an application for time extension for Tentative Tract Map 36939 has been duly filed by:

Project Applicant: Banning 47, LLC
Project Location: Generally located north of Wilson Street between Sunset and Sunrise.
APN's: 535-430-001 thru 021, 535-431-001 thru 015, 535-432-001 thru 017, 535-070-004 thru 006.
Project Area: 34.6 Acres

WHEREAS, it has been determined by City Staff that no additional environmental review is required pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 in that a previous negative declaration was duly adopted for this project and no substantial changes to the project that require major revisions are proposed by the extension of time for the tentative map; and

WHEREAS, on February 23, 2016, by adoption of Ordinance 1495, the City Council of the City of Banning approved Tentative Tract Map 36939 to allow the subdivision of a 34.6 acre site to create 98 numbered lots for single-family residential development and three (3) lettered lots; and, zone change amending the zoning map to eliminate the RL-10,000 overlay affecting the western portion of the site to low density residential (LDR, 0 to 5 units per acre);

WHEREAS, the original approval on February 23, 2016 provided the applicant two (2) years in which to obtain final approval of the map (until February 23, 2018).

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BANNING:

Section 1. The City Council of the City of Banning hereby approves a twelve (12) month extension of time to the expiration of Tentative Tract Map 36939 in accordance with Government Code Section 66452.6. With this approval, Tentative Tract Map shall expire on February 23, 2019.

Section 2. The City Clerk shall certify to the adoption of this Resolution and place the original in the book of Resolutions of the City Council.

PASSED, APPROVED AND ADOPTED this 13th day of February, 2018.

George Moyer, Mayor
City of Banning, California

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

ATTEST:

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

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2018-14 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13th day of February, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

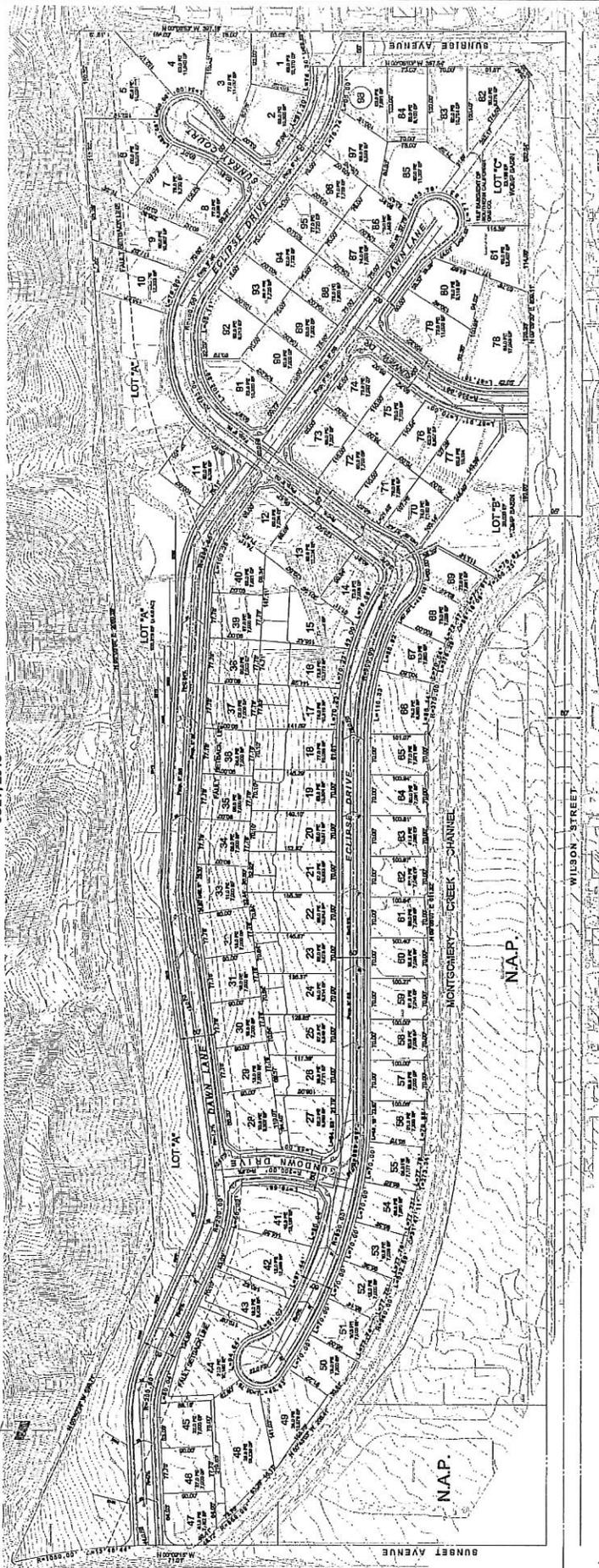
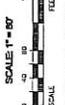
ATTACHMENT 2

TTM 36939

TENTATIVE TRACT MAP 36939

CITY OF BANNING, CALIFORNIA

JULY, 2015

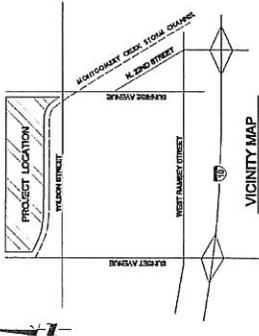


City of Banning
 Planning Department
APPROVED
 By *[Signature]*
 Date 2-23-16
 ORD NO. 1495

- GENERAL NOTES**
- TOTAL GROSS AREA - 34.8 AC.
 - TOTAL NUMBERED LOTS - 84. TOTAL LETTERED LOTS - 3.
 - MINIMUM LOT SIZE - 7,200 SF (RESIDENTIAL LOTS)
 - LOT DENSITY - 2.3 LOTS / ACRE
 - LINEAL FEET OF NEW STREETS - 4,420 LF
 - DIMENSIONS SHOWN HEREON ARE APPROXIMATE
 - ASSESSMENT PARCELS NO. 83-001-004 & 83-001-005

LAND USE INFORMATION
 EXISTING ZONING: LOW DENSITY RESIDENTIAL (LDN) (MIM 144)
 PROPOSED ZONING: LOW DENSITY RESIDENTIAL (LDN) (MIM 144)
 RESIDENTIAL LOTS 1-84 AND LETTERED LOTS 'A', 'B', & 'C' - SINGLE-FAMILY RESIDENTIAL (SFR) (MIM 144)
 EXISTING LAND USE: SOUTH - SFR (EXISTING) - HELIXVILLE PRESERVATION - WEST - SFR (FUTURE)
 LETTERED LOT PROPOSED USE: LOT 'A' - (SFR) SPACE - HELIXVILLE PRESERVATION (TO BE DEDICATED TO THE CITY)
 LOT 'B' - (SFR) SPACE - HELIXVILLE PRESERVATION (TO BE DEDICATED TO THE CITY)
 LOT 'C' - (SFR) SPACE - HELIXVILLE PRESERVATION (TO BE DEDICATED TO THE CITY)

OWNER/APPLICANT
 BANNING DEVELOPMENT, LLC
 10000 CALIFORNIA AVENUE, SUITE 200
 BANNING, CALIFORNIA 92403
 CONTACT: (951) 841-1100



Underground Services Alert
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CITY OF BANNING
 Approved by _____

OTB-Bannockburn Group, Inc.
 20200 CALIFORNIA, SUITE 200
 BANNING, CALIFORNIA 92403
 (951) 841-1100

TENTATIVE TRACT 36939

ROAD NO. _____
 FEET NO. _____
 SHEET 1 of 1

PLANS PREPARED UNDER THE SUPERVISION OF
 OTB-Bannockburn Group, Inc.
 20200 CALIFORNIA, SUITE 200
 BANNING, CALIFORNIA 92403
 (951) 841-1100

DATE _____

ATTACHMENT 3

Copy of Ordinance 1495 Approving TTM 36939

ORDINANCE NO. 1495

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION, MONITORING, AND REPORTING PROGRAM; APPROVING TENTATIVE TRACT MAP NO. 15-4501 (TTM 36939) TO SUBDIVIDE A 34.6 ACRE SITE TO CREATE 98 NUMBERED LOTS FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND THREE (3) LETTERED LOTS; AND, ZONE CHANGE NO. 15-3501 AMENDING THE ZONING MAP TO ELIMINATE THE RL-10,000 OVERLAY AFFECTING THE WESTERN PORTION OF THE SITE TO LOW DENSITY RESIDENTIAL (LDR, 0 TO 5 UNITS PER ACRE)

WHEREAS, the applicant has submitted an application for a Zone Change and Tentative Tract Map so that the Planning Commission and City Council may consider the proposed amendment to the Zoning Map to eliminate the RL-10,000 Overlay and maintain the site's Low Density Residential (LDR) zoning designation, and Tentative Tract Map 36939 to subdivide a 34.6 acre lot for purposes of creating 98 single-family lots and 3 lettered lots, which was duly filed by:

Project Applicant:	Peter J. Pitassi 10621 Civic Center Drive Diversified Pacific Rancho Cucamonga, CA 91730
Project Owner:	Banning Wilson 97, LLC 10621 Civic Center Drive Rancho Cucamonga, CA 91730
Project Developer:	Banning Wilson 97, LLC 10621 Civic Center Drive Rancho Cucamonga, CA 91730
Parcel Address:	Generally located north of Wilson Street between Sunset and Sunrise Avenue
APN's:	APN 535-430-001 thru 021, 535-431-001 thru 015, 535- 432-001 thru 017, 535-070-004 and 006)
Site Area:	34.6 Acres

WHEREAS, the Municipal Code allows the subdivision of approximately 34.6 acres within the Low Density Residential zoning district into 98 parcels subject to the approval of the Zone Change to remove the exiting RL-10,000 Overlay; and

WHEREAS, the Community Development Department has evaluated the project's potential effects on the environment as required under the California Environmental Quality Act ("CEQA") and prepared a Mitigated Negative Declaration (MND) in compliance with CEQA Statue Section 21064.5 which incorporates conditions and mitigation measures that reduce the potential impacts of the project below significance; and

WHEREAS, on November 20, 2015, and December 11, 2015, the City gave public notice as required under Government Code Section 66451.3 by advertising in the Record Gazette Newspaper, and mailing notices to all property owners within 300 feet of the project site of the holding of a public hearing for the Planning Commission's review, at which time the project would be considered; and

WHEREAS, the Mitigated Negative Declaration's Notice of Intent/Notice of Availability regarding Tentative Tract Map 36939 and Zone Change, was advertised in the Record Gazette and The Press Enterprise newspapers on October 16, 2015, and December 17, 2015, respectively. Additionally, the notice was mailed to all property owners within 300 feet of the Project; and

WHEREAS, on December 2, 2015, and January 6, 2016, the Planning Commission held the noticed public hearings at which time interested persons had an opportunity to testify in support of, or opposition to, the project and at which the Planning Commission considered the Mitigated Negative Declaration, Zone Change and Tentative Tract Map 36939; and

WHEREAS, on January 29, 2016, the City gave public notice as required under Government Code Section 66451.3 by advertising in the Record Gazette Newspaper, and mailing notices to all property owners within 300 feet of the project site of the holding of a public hearing for the City Council's review, at which time the project would be considered; and

WHEREAS, on February 9, 2016, the City Council held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the project and at which the City Council considered the Mitigated Negative Declaration, Zone Change and Tentative Tract Map 36939; and

WHEREAS, at these public hearings, the Planning Commission and City Council considered, heard public comments on, and adopted a Mitigated Negative Declaration for the Project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

SECTION 1. ENVIRONMENTAL FINDINGS

The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines, the recommendation of the Community Development Department as provided in the Staff Report dated February 9, 2016, and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code § 21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. California Environmental Quality Act (CEQA)

The approval of the Tentative Tract Map 36939 is in compliance with the requirements of CEQA, in that on January 6, 2016, at a duly noticed public hearing, the Planning Commission approved and adopted a Mitigated Negative Declaration and Mitigation Monitoring Program reflecting its independent judgment and analysis and documenting that there was no substantial evidence, in light of the whole record, from which it could be fairly argued that the Project may have a significant effect on the environment. The documents comprising the City's environmental review for the Project are on file and available for public review at Banning City Hall, 99 E. Ramsey Street, Banning, California 92220.

2. Multiple Species Habitat Conservation Plan (MSHCP): The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP mitigation fee.

SECTION 2. MAP ACT FINDINGS

In accordance with Banning Municipal Code § 22-27 and Government Code § 66473.1, § 66473.5 and § 66474, the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities and any other evidence within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. Tentative Tract Map (TTM) 36939 is consistent and compatible with the objectives, policies, general land uses, and programs specified in the City's General Plan.

Findings of Fact: The General Plan land use designation for the site is classified as Low Density Residential (LDR) which allows housing densities from 0 to 5 dwelling units per acre. The proposed Map will result in the development of 98 single family residential dwelling units at a density of 2.8 units per acre. With the elimination of the RL-10,000 overlay zone currently overlying a portion of the property, this density level is within the range permitted under the General Plan land use designation for this site. One of the primary policies of the Land Use Element of the General Plan is that projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. The proposed Tentative Tract Map serves to achieve this objective in that the rezoning and subdivision design is consistent with existing neighborhood housing stock. Considering all of these aspects, the proposed Map furthers the objectives and policies of the General Plan and is compatible with the general land uses districts within the general vicinity of the Project.

2. The design and improvement of the subdivision proposed under Tentative Tract Map 36939 is consistent with the City's General Plan.

Findings of Fact: The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards.

3. The site is physically suitable for the type of development proposed under Tentative Tract Map 36939.

Findings of Fact: The 34.6 acre site is relatively flat with slight, hilly undulations ranging in elevation from 2,550 to 2,650 feet above mean sea level. Two previous tentative tract entitlements reflect the historic interest to develop the property for residential development purposes in that the site lies adjacent to single-family residential zoned districts supported and supplied with the necessary infrastructure required for residential development. In that the Project intends to connect to with existing infrastructure, the Project will be consistent with the goals and objectives of the General Plan.

4. The site is physically suitable for the density of development under Tentative Tract Map.

Findings of Fact: The site is located within an Earthquake Fault Zone and the Project's northern boundary line runs parallel with the San Gorgonio Pass Fault. The subdivision incorporates a fault setback zone, referenced as Lot "A" ranging in width from 40 feet to 160 feet. Pursuant to the Alquist-Priolo Act, no human habitation can be built within the fault setback zone. The Project shall prohibit the construction of structures within the fault setback zone. With the incorporation of the fault setback zone, the site is physically suitable for the intended density and consistent with the City's General Plan.

5. The design of the subdivision and improvements proposed under Tentative Tract Map 36939 are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact: The site is currently vacant and does not contain any significant vegetation or habitat for wildlife. Per the Multiple Species Habitat Conservation Plan (MSHCP), there is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. This determination is based on MSHCP report prepared by LSA Associates, dated May 2015. The Project incorporates conditions intended to comply with the recommendations of the MSHCP. In addition, this Project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

6. The design of the subdivision and improvements proposed under Tentative Tract map 36939 is not likely to cause health problems.

Findings of Fact: The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the subdivision has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare. Finally, the proposed street system throughout the subdivision will improve emergency vehicular access and in the immediate neighborhood.

7. The design of the subdivision and improvements proposed under Tentative Tract Map 36939, will not conflict with easement, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Findings of Fact: No easements of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

8. The design of the subdivision proposed, Tentative Tract Map 36939 adequately provides for future passive or natural heating and cooling opportunities.

Findings of Fact: Taking into consideration local climate and the existing contour and configuration of the site and its surroundings, the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of structures in an east-west alignment for southern exposure, or to take advantage of natural shade, or to take advantage of prevailing breezes.

SECTION 3. ZONE CHANGE FINDINGS

1. The proposed Amendment is consistent with the goals and policies of the general plan.

Findings of Fact: The property's land use designation is Low Density Residential (LDR) with a portion of the site designated as RL-10,000. The minimum lot size per the RL-10,000 standard is intended for single family residential development with 10,000 square foot lots. The lots TTM 36939 proposes range from 7,468 square feet to 25,403 square feet which are large enough to accommodate families with children and daily home based activities. The zone change request eliminates the RL-10000 overlay and would allow 0 to 5 dwelling units per acre. The proposed 98 unit subdivision is below the maximum number that the Low Density Residential zoning district permits. At the maximum permitted per the LDR zoning district, 173 single family units could be provide. In keeping with the subdivision design, the rezoning proposed for the Project is consistent with the General Plan.

2. The proposed Amendment is internally consistent with the Zoning Ordinance.

Findings of Fact: The proposed Project is not anticipated to result in exceeding, either cumulatively or individually, any applicable level of service standards. As discussed in the Staff Report and pursuant to the Project's conditions of approval, the proposed streets and subdivision design will be constructed in conformance with City standards and specifications. The Mitigation, Monitoring, and Reporting Program is intended to ensure that the developer adheres to best management practices in the development of the site.

3. The Planning Commission has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: The City, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

1. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105.
2. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Banning.
3. Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City.
4. Mitigation Monitoring Program: That the Mitigation Monitoring Program is designed to ensure compliance during project implementation in that changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.
5. No Significant Effect: That revisions made to the Project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the Project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the Project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the Project may have a significant effect on the environment. Therefore, the Planning Commission concludes that the Project will not have a significant effect on the environment.

SECTION 4. CITY COUNCIL ACTION

The City Council hereby takes the following actions:

1. In accordance with CEQA Statue Section 21064.5, the City Council hereby adopts the Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program and directs the Acting Community Development Director to prepare and file with the Clerk for the County of Riverside a Notice of Determination as provided under Public Resources Code Section 21108, and CEQA Guidelines Section 15075; and
2. Approves Zone Change No. 15-3501 amending the Zoning Map to eliminate the RL-10,000 Overlay affecting the western portion of the site to Low Density Residential (LDR, 0 to 5 units per acre) and approves Tentative Tract Map No. 15-4501 (TTM 36939) a proposal to subdivide 34.6 acres of vacant land for purposes of creating 98 numbered lots for single-family residential development and three (3) lettered lots, subject to Conditions of Approval attached hereto and incorporated herein by reference as Exhibit A.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. PUBLICATION, EFFECTIVE DATE

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance 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 23rd day of February, 2016.



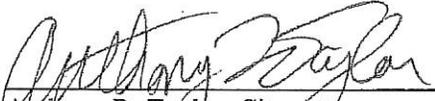
Arthur L. Welch, Mayor
City of Banning

ATTEST:



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

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



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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1495 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of February, 2016, and was duly adopted at a regular meeting of said City Council on the 23rd day of February, 2016, by the following vote, to wit:

AYES: Councilmembers Franklin, Moyer, Mayor Welch

NOES: Councilmembers Miller, Peterson

ABSENT: None

ABSTAIN: None



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

Mitigation Measure	Timing	Department	Verification Signature	Date
<p>Biological Resources</p> <p>BIO-1: Pre-Construction Burrowing Owl Survey. Per the Multiple Species Habitat Conservation Plan, and additional pre-construction Burrowing Owl survey will be required within 30 days prior to beginning of site grading.</p> <p>a. In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow California Department of Fish and Wildlife relocation protocol. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow California Department of Fish and Wildlife relocation protocol. The biologist shall confirm in writing to the Planning Department that the species has fledged or been relocated prior to the issuance of a grading permit.</p>	<p>Prior to building permit issuance</p>	<p>Community Development Department</p>		
<p>BIO-2 Native Plan Recovery: Developer shall recover native and drought tolerant plant materials, and incorporate them into project landscaping, to provide or enhance habitat for</p>	<p>Prior to building permit issuance</p>	<p>Community Development Department</p>		

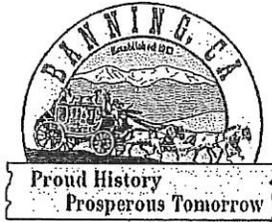
Mitigation Measure	Timing	Verification	
		Department	Signature Date
local species to the extent possible.			
<p>Cultural Resources</p> <p>CR-1: Archaeological Monitoring. Prior to the issuance of a grading permit, the Project Proponent shall implement the following program:</p> <p>a) A qualified archaeological monitor shall be retained by the Project Proponent to conduct monitoring of all grading and trenching activities and has the authority to halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction.</p> <p>b) During grading operations, a professional archaeological monitor shall observe the grading operation until such time as monitor determines that there is no longer any potential to uncover buried cultural deposits. If the monitor suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. If the monitor determines that the suspected resource is potentially significant, the archaeologist shall notify the appropriate Native American Tribe(s) and invite a tribal representative to consult on the resource evaluation. In consultation with the appropriate Native American Tribe(s), the archaeological</p>	Prior to grading permit issuance	Community Development & Public Works Department	

Mitigation Measure	Timing	Verification	
		Department	Signature Date
<p>monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-2 shall apply.</p>			
<p><u>CR-2: Treatment Plan.</u> If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Proponent, and the City of Banning Community Development Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards (typically this sampling level is two (2) to five (5) percent of the volume of the cultural deposit). The treatment plan shall require monitoring by the appropriate Native American Tribe(s) during data recovery excavations of archaeological resource(s) of prehistoric origin, and shall require that all recovered artifacts undergo laboratory analysis. At the completion of the laboratory analysis, any recovered archaeological resources shall be processed and curated</p>	<p>During any earth movement activity</p>	<p>Community Development Department</p>	

Mitigation Measure	Timing	Verification	
		Department	Signature Date
<p>according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City of Banning. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Banning Community Development Department.</p>			
<p><u>CR-3: Paleontological Monitoring.</u> Prior to the issuance of grading permits, the Project Proponent shall implement the following program:</p> <ul style="list-style-type: none"> a) A qualified paleontologist shall be on-site at the pre-construction meeting to discuss monitoring protocols. b) The qualified paleontologist shall be empowered to temporarily halt or redirect grading activities paleontological resources are discovered. c) In the event of a paleontological discovery the monitor shall flag the area and notify the construction crew immediately. No further disturbance in the flagged area shall occur until the qualified paleontologist has cleared the area. d) The qualified paleontologist shall quickly assess the nature and significance of the find. If the specimen is not significant it shall be quickly removed and the area cleared. 	<p>Prior to grading permit issuance</p>	<p>Community Development Department</p>	

Mitigation Measure	Timing	Verification	
		Department	Signature Date
<p>e) If the discovery is significant the qualified paleontologist shall notify the Project proponent and the City immediately.</p> <p>f) In consultation with the Project proponent and the City, the qualified paleontologist shall develop a plan of mitigation which shall include salvage excavation and removal of the find, removal of sediment from around the specimen (in the laboratory), research to identify and categorize the find, curation in the find a local qualified repository, and preparation of a report summarizing the find.</p>			
Geology and Soils			
GEO-1 Fault Setback Zone. Fault Setback Zone. No human structures for human habitation can be built within this zone; however other land uses are permitted.	During Plan Check process	Community Development Department	
GEO-2 Recommended Fault Setback Zone Boundaries. The Project shall adhere to the recommendations and requirements cited in the RMA Group Report dated April 8, 2014 with regard to Fault Setback Zone Boundaries.	During Plan Check process and during construction activity	Community Development Department and Public Works Department	
GEO-3. Debris and Catch basins. The Project shall adhere to the recommendations and requirements cited in the RMA Group Report dated April 8, 2014 with regard to the design of catch and debris basins for Lot "B" and "C" and design requirements of the City of Banning Engineering and Public Works Department and WQMP report.	During Plan Check process and during construction activity	Community Development Department and Public Works Department	
GEO-4. Fill in Graded Eastern Portion of Site. The existing undocumented fill is not adequate for purposes intended	During permitted grading activity	Public Works Department	

Mitigation Measure	Timing	Verification	
		Department	Signature
and will need to be removed and recompact.			
GEO-5 General Earthwork and Grading. All Earthwork and grading to be performed in accordance with the 2013 California Building Code and all applicable governmental agency requirements.	During permitted grading activity	Public Works Department and Community Development Department	
Hazards and Hazardous Materials			
HAZ -1 Fuel Modification Zone: Parcels adjacent to Lot "A" shall maintain a Fuel Modification Zone of 70 feet.	Prior to Final Map recordation	Fire Department	
HAZ -2 Hazard Plan: The Applicant shall submit a Hazard Analysis Prior to issuance of Building Permits	Prior to issuance of building permits.	Community Development Department	



City of Banning

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

COMMUNITY DEVELOPMENT
DEPARTMENT

EXHIBIT A

PROJECT #: TENTATIVE TRACT MAP NO. 15-4501 (TTM 36939)
SUBJECT: Conditions of Approval*
APPLICANT: Peter J. Pitassi
LOCATION: APN: 535-430-001 thru 021, 535-431-001 thru 015, 535-432-001 thru 017, 535-070-004 and 006

*** All fair share agreements, covenant agreements, and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

Community Development Department

General Requirements

1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

2. The issuance of these Conditions of Approval do not negate the requirements of the Engineering/Public Works Department or submittal, review, and approval of: Street improvement plans, signing and striping plans, grading plans, storm drain improvement plans, street lighting plans, water, sewer, and electrical improvement plans, or other plans as deemed necessary by the City Engineer.
3. Approval of Tentative Tract 36939 shall be for a period of two (2) years from the date of City Council approval. All Conditions of Approval must be met on or before the expiration date or the applicant must request an extension of time at least thirty (30) days prior to the expiration date; otherwise, the approval shall expire and become null and void.
4. A copy of the signed resolution of approval and all conditions of approval and any applicable mitigation measures shall be reproduced in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for review and approval as required by the reviewing department.
5. The design of all lots shall meet the minimum property development requirements contained in the City's Zoning Ordinance for the Low Density Residential Zoning District.
6. The placement of the subdivision's CMU walls shall be in accordance with the following plan:

Perimeter Wall – a 6' high tan split face CMU (on the public side) with a 2" smooth cap located:

- Along the west side of Lot 47, adjacent to Sunset Avenue
- Along the north side of the Montgomery Creek Channel Right-of Way
- Along the perimeter of Lot "B"
- Along the southeasterly side of Lot 69
- Along the south sides of Lots 78 and 81, and the east side of Lot 81
- Along the perimeter of Lot "C"
- Along the North side of Lots 5,6,9, and 10, and along the west side of Lot 10
- Along the Northeast and Northwest sides of Lot 11

Interior Fencing

- 6' high tan or white vinyl at rear and side yard fencing.
 - 3' wide vinyl gate at the return fence at the garage side of each home.
 - 6' high tan or white vinyl return fencing from the side fence to the home on each side
7. Prior to the issuance of any building permits, typical building elevations shall be submitted to the Planning Department for design review and approval, in accordance with the provisions and requirements of Article 16E of the Banning Ordinance Code.

8. Applicant shall pay all development fees adopted by the City in effect at the time of issuance of any building permits, which shall include but not be limited to: TUMF, MSHCP, police and fire safety developer fees, water and sewer fees, park land dedication fees, and electric meter installation fees etc. Project proponent shall provide written evidence to the City that school mitigation fees have been paid or other arrangements acceptable to the Banning Unified School District have been met.
9. A copy of the final grading plan, approved by Engineering, shall be submitted to the Office of Planning for review and approval of the landscaping and erosion control plans when graded cut slopes exceed five (5) feet in height and fill slopes exceed three (3) feet in height.
10. The following building setback lines shall be delineated on the composite development plan submitted for building permits:
 - a. Front yard - Minimum 20 feet.
 - b. Side yard (interior lot) - Minimum 10 feet (single-story: measured between the furthest projection of the wall to the property line).

Side yard setbacks for two-story dwellings shall be staggered per Section 17.08.240(E) of the zoning ordinance.
 - c. Side yard (corner lot - street side) – Minimum 15 feet.
 - d. Side yard (corner lot – abutting interior lot) - Minimum 10 feet (measured between the furthest projection of the wall to the property line)
 - e. Rear yard – minimum 15 feet.
11. The developer shall contact the U.S. postal Service to determine the appropriate type and location of mailboxes.
12. The applicant shall install slate, concrete, tile, clay tile, or equal roofing material approved by the Planning Department on all units within the subject property.
13. A trailer, used as an office by the property owner or his designee, may be permitted on the site during construction for a period not to exceed six (6) months. Prior to issuance of a building permit for any residential unit, said trailer shall be subject to a Land Use Permit reviewed and approved by the Planning Department.
14. Prior to the issuance of any Building Permits, the project proponent shall submit to the City's Planning Department for review and approval: (1) three (3) copies of a drought-tolerant landscape plan and irrigation plans prepared by a licensed landscape architect. The drought-tolerant landscape plan shall include the following:

- A. The location, type, size and quantity of vegetation to be installed, and a date by which the landscaping shall be completed.
- B. Required drought-tolerant slope planting: Slope planting shall be required for the surface of all cut slopes of three (3) feet or greater in height and fill slopes more than two (2) feet in height. Said slopes shall be protected against damage from erosion by providing jute netting and planting with, ground cover plants or grass, except that grass will not exceed 25% of the total planting area on the slope face.
 - (1) All slopes exceeding three (3) feet in vertical height shall also be planted with shrubs, spaced at distances not to exceed five (5) feet on center; or, trees spaced at distances not to exceed ten (10) feet on center; or a combination of shrubs and trees.
 - (2) Slopes exceeding five (5) feet in vertical height shall be planted with a combination of drought-tolerant trees, shrubs and groundcover.
 - (3) Drought-tolerant slope planting as required by B(1) and (2), above, shall consist of the following sizes and quantities:
 - a. Trees: 30% — 24- inch box; 35% — 15-gallon; 25% - five gallon; 10% -one gallon.
 - b. Shrubs: 60% — five gallon; 40%—one gallon.
 - c. Groundcover: 100% coverage from flats planted 18-inch on-center.
 - (4) The approved landscape plan shall be installed on a phase by phase basis prior to the issuance of a Certificate of Occupancy for each single-family residence to be constructed within that phase.
- C. The fuel modification zone shall be landscaped in accordance with the City's General Plan policies and an analysis of the landscaping means the thinning of native combustible vegetation and the placement of fire resistant plant species as approved by the Fire Marshal.

The Plan shall be forwarded to a Landscape Architect for review and the applicant shall pay all fees associated with the review process. The approved landscape plan shall be implemented /installed on a phase by phase basis prior to the issuance of a Certificate of Occupancy for each single-family residence constructed within that phase, or at the direction of the Fire Marshal.

15. Prior to the issuance of a Certificate of Occupancy for each single-family residence constructed within TTM 36939, the applicant shall submit to the City for review and approval three (3) copies of a detailed landscape and irrigation plan (comprised of

xeriscape plant material) indicating type, species and location of the following minimum number of drought tolerant, multi-branched trees on each lot adjacent to the street right-of-way (all trees shall be planted with root barriers):

- Cul-de-sac lots –1 tree; minimum 24” box
- Interior lot— 2 trees; one 24” box, one 15—gallon
- Corner lot — 3 trees; two 24” box and one 15—gallon.
- The Plan shall be forwarded to a Landscape Architect for review and the applicant shall pay all fees associated with the review process. The approved landscape plan shall be implemented/installed on a phase by phase basis prior to the issuance of a Certificate of Occupancy for each single-family residence constructed within that phase. (Submit landscape and irrigation plans as soon as possible to allow sufficient time for a Landscape Architect to review same).
- The landscaping for the street parkways, public lots, and other public areas shall be installed prior to occupancy of the first unit.

16. A six-(6) foot high chain link fence shall be maintained around the perimeter of the site during all phases of construction, or until replace by the permanent fencing and/or walls.

17. Developer shall meet all requirements of responsible agencies, including but not limited to: Southern California Gas Company, and Southern California Edison Company.

Standard Conditions

18. The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 402, A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

19. The Project is required to comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 403 requires that fugitive dust be controlled with best-available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Applicable dust suppression techniques from Rule 403 are summarized below:

- Apply nontoxic chemical soil stabilizers according to manufactures’ specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least twice daily. (Locations where grading is to occur will be thoroughly watered prior to earthmoving.)
- Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least 0.6 m (2 ft.) of freeboard (vertical space between the top o the load and top of the

trailer) in accordance with the requirements of California Vehicle Code (CVC) Section 23114.

- Pave construction access roads at least 30 m (100 ft.) onto the site from the main road.
- Reduce traffic speeds on all unpaved roads to 15 mph or less.

The applicable Cal/Recycle Sustainable (Green) Building Program Measures are:

- Recycle/reuse at least 50 percent of the construction material that are rapidly renewable or resource-efficient, and recycled and manufactured in an environmentally friendly way for at least 10 percent of the project, as defined on the California Department of Resources Recycling and Recovery (CalRecycle) website: www.calrecycle.ca.gov

20. Prior to issuance of a grading permit, the developer shall provide to the City of Banning evidence of fully executed monitoring agreement(s) with the appropriate culturally affiliated Native American tribe(s) or band(s) for all ground disturbing activities associated with the project. If more than one tribe Federally Recognized Indian Tribe has requested monitoring, an equal rotation shall be created around the grading and ground disturbing schedule. This shall include a scope of work and a description of tribal monitoring activities.
21. In the event that previously undocumented archaeological resources are identified during earthmoving activities, further construction work in the area should be diverted or halted until the nature and significance of the find can be assessed.
22. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.
23. The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed simultaneously with the final map, with the County Surveyor, and labeled Environmental Constraint Sheet in the top margin. Applicable items shall be shown under a heading labeled Environmental Constraint Notes. The Environmental Constraint Sheet shall contain the following statement:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING , AND IS NOT INTENDED TO AFFECT THE RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED THE PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP.

The sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the advisory agency: archeological sites, geologic mapping, grading, building, and building setback lines, flood hazard zones, airport compatibility zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal.

Mitigation

24. **Burrowing Owls.** The project fall within the Multiple Species Habitat Conservation Plan (MSHCP). Per the MSHCP 30-day Pre-construction Burrowing Owl Survey Guidelines, an additional pre-construction survey will be required within 30 days prior to beginning of site grading. If burrowing owls are found to be present, for compliance with the MSHCP, project-specific mitigation would be developed and authorized through consultation with the City of Banning and California Department of Fish and Wildlife.
25. Any project-related effects to potentially jurisdictional streambeds will require the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) report for compliance with the MSHCP. In addition, permits would be required from the U.S. Army Corp. of Engineers (USACE), RWQCB, and CDFW. Any necessary mitigation would be determined through the DBESP and permitting process with the USACE and CDFW.
26. To avoid any potential effects to nesting birds protected by the Migratory Bird Treaty Act (MBTA), and the California Fish and Game Code, vegetation-clearing and preliminary ground-disturbing work should be completed outside of bird breeding season (typically February through August 31). In the event that initial groundwork cannot be conducted outside the bird breeding season, pre-construction surveys would be required within 30 days prior to construction. Should nesting birds be found, an exclusionary buffer will be established by the biologist. The buffer may be up to 500 feet in diameter, depending on the species of nesting bird found. The buffer will be clearly marked in the field by construction personnel under guidance of the biologist, and construction or clearing will not be conducted within this zone until the biologist determines that the young have fledged or the nest is no longer active.
27. **Fault Setback Zone.** The subdivision shall be designed with the fault setback zone as shown in the Tentative Tract Map 36939 and in accordance with the recommendations cited in the RMA Group Geologic Fault Investigation of Alquist-Priolo Zone Report dated April 8, 2014. Any deviation from the Fault Setback zone shall require Planning and City Engineer approval. Based on the requirements of

the Alquist-Priolo Act, no human habitation structures can be built within this zone, however other land uses may be permitted subject to Planning Approval.

28. **Native Plant Recovery:** Developer shall recover native and drought tolerant plant materials, and incorporate them into project landscaping, to provide or enhance habitat for local species to the extent possible.
29. **Archaeological Monitoring.** Prior to the issuance of a grading permit, the Project Proponent shall implement the following program:
 - a) A qualified archaeological monitor shall be retained by the Project Proponent to conduct monitoring of all grading and trenching activities and has the authority to halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction.
 - b) During grading operations, a professional archaeological monitor shall observe the grading operation until such time as monitor determines that there is no longer any potential to uncover buried cultural deposits. If the monitor suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. If the monitor determines that the suspected resource is potentially significant, the archaeologist shall notify the appropriate Native American Tribe(s) and invite a tribal representative to consult on the resource evaluation. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-2 shall apply.
30. **Treatment Plan.** If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Proponent, and the City of Banning Community Development Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards (typically this sampling level is two (2) to five (5) percent of the volume of the cultural deposit). The treatment plan shall require monitoring by the appropriate Native American Tribe(s) during data recovery excavations of archaeological resource(s) of prehistoric origin, and shall require that all recovered artifacts undergo laboratory analysis. At the completion of the laboratory analysis,

any recovered archaeological resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City of Banning. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Banning Community Development Department.

31. Paleontological Monitoring. Prior to the issuance of grading permits, the Project Proponent shall implement the following program:

- a) A qualified paleontologist shall be on-site at the pre-construction meeting to discuss monitoring protocols.
- b) The qualified paleontologist shall be empowered to temporarily halt or redirect grading activities paleontological resources are discovered.
- c) In the event of a paleontological discovery the monitor shall flag the area and notify the construction crew immediately. No further disturbance in the flagged area shall occur until the qualified paleontologist has cleared the area.
- d) The qualified paleontologist shall quickly assess the nature and significance of the find. If the specimen is not significant it shall be quickly removed and the area cleared.
- e) If the discovery is significant the qualified paleontologist shall notify the Project proponent and the City immediately.
- f) In consultation with the Project proponent and the City, the qualified paleontologist shall develop a plan of mitigation which shall include salvage excavation and removal of the find, removal of sediment from around the specimen (in the laboratory), research to identify and categorize the find, curation in the find a local qualified repository, and preparation of a report summarizing the find.

Public Works

General Requirements

32. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

Prior to the issuance of any grading, construction, or public works permit by the City, the applicant shall obtain any necessary clearances and/or permits from the following agencies:

- Fire Marshal (access)
- Army Corps of Engineers
- CA Fish and Game
- Public Works Department (grading permits, street improvement permits)
- Riverside County Flood Control & Water Conservation District (storm drain)
- California Regional Water Quality Control Board Colorado River Basin (RWQCB)
- South Coast Air Quality Management District (SCAQMD)

The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

33. The following improvement plans shall be prepared by a Civil Engineer licensed by the State of California and submitted to the Engineering Division for review and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized in writing by the City Engineer, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar film. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors):

- | | |
|--|---|
| a. Rough/Precise Grading Plans
(All Conditions of Approval shall be reproduced
on last sheet of set) | 1" = 40' horizontal |
| b. Clearing Plans
(Include fuel modifications zones)
(Include construction fencing plan) | 1" = 50' horizontal |
| c. Erosion Control Plan, SWPPP and WQMP
(Note: a, b & c shall be reviewed and approved concurrently) | 1" = 40' Horizontal |
| d. Storm Drain Plans | 1" = 40' Horizontal |
| e. Street Improvement Plans | 1" = 40' Horizontal
1" = 4' Vertical |
| f. Signing & Striping Plans | 1" = 40' Horizontal |
| g. Construction Traffic Control Plan
(Major or Arterial Highways only) | 1" = 40' Horizontal |
| h. Landscaping Plans-Streets | 1" = 20' Horizontal |

i. Water & Sewer Improvement Plans

1" = 40' Horizontal
1" = 4' Vertical

Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.

All on-site signing and striping plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.

A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.

34. Upon completion of construction, the Developer shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions.
35. All utility systems including gas, electric, telephone, water, sewer, and cable TV shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.
36. The Developer shall cause all public improvements to be constructed and accepted by the City prior to occupancy of the first unit; or, the Developer shall enter into an agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans.

Rights of Way/Easements

37. Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights shall include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements.

38. Offer to dedicate to the City of Banning for public purposes the right-of-way for Wilson Street fronting the site as an Arterial Highway; 55 feet one-half width (centerline to right-of-way). Offers of dedication shall include corner cut-off at intersections.
39. Related to COA No.36, the developer shall request the right-of-way dedication along Wilson Street fronting the Montgomery Creek Channel from the Riverside County Flood Control and Water Conservation District.
40. Offer to dedicate to the City of Banning for public purposes the right-of-way for Sunset Avenue fronting the site as an Collector Highway; 33 feet one-half width (centerline to right-of-way).
41. Offer to dedicate to the City of Banning for public purposes the right-of-way for Local Streets, including Sunrise Avenue fronting the site; 30 feet one-half width (centerline to right-of-way). Offers of dedication shall include corner cut-off at intersections.
42. Offer to dedicate to the City of Banning easements to maintain any slopes supporting public right-of-ways. Maintenance easements shall extend 10 feet beyond the toe of slope.
43. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to all improvement plans.
44. All street centerline monument ties shall be submitted to the Engineering Division.
45. Prior to the issuance of any certificates of occupancy, the applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

Traffic

46. Street name signs and traffic control devices including traffic legends and traffic striping shall be installed, or relocated in accordance with Caltrans Standards and as shown on the approved plans, and/or as directed by the City Engineer.

Prior to the issuance of a grading permit or building permit, the applicant shall submit and obtain approval in writing from the Fire Marshall for the plans for all public or private access roads, drives, streets, and alleys. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-

line. When a dead-end access exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall.

47. The intersection of Sunset Avenue and Dawn Lane shall be design in manner to mitigate sight distance issues.

Street Improvements

48. All street improvement designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transition to existing street sections.
49. Construct half-width street improvements in accordance with City standards fronting Wilson Street, Sunset Avenue and Sunrise Avenue including street lighting, curb and gutter, drive approaches, sidewalk, and asphalt concrete paving, traffic signs and striping, and any transitions. Street lights shall be installed offset of the existing street lights. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.
50. Construct full-width street improvements in accordance with City standards along local streets within the project boundaries including street lighting, curb and gutter, drive approaches, sidewalk, handicap ramps, and asphalt concrete paving, traffic signs and striping, and any transitions. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.
51. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.
52. All required public improvements for the project shall be completed, tested, and approved by the Engineering Division prior to issuance of any Certificate of Occupancy.
53. The channel crossing of Wilson Street over the Montgomery Creek Channel shall be designed and constructed to the ultimate width of Wilson Street as approved by the City and Riverside County Flood Control and Water Conservation District. Access and safety devices such as guard rail, chain link fence, etc., shall be provided on the north side of Wilson Street for the maintenance of "Montgomery Creek Channel" as approved by the City and Riverside County Flood Control and Water Conservation District.

Grading/Drainage Improvements

54. In accordance with the June 19, 2015 RMA GeoScience Report, the Developer shall adhere to the comments, recommendations and conditions cited in the report as to the following:
 - Existing Fill in Graded Eastern Portion of the Site.
 - General Earthwork and Grading
 - Removals and Over excavation

- Earthwork Shrinkage and Subsidence
 - Earthwork Recommendations
 - Excavation Characteristics and Rock Disposal
 - Fill and Cut Slopes
 - Interior Slabs-on-Grade
 - Foundation Setback from Slopes
 - Temporary Slopes and Excavations
 - Import Soils
 - Cement type and Corrosion Potential
 - Utility Trench Backfill
 - Drainage and Moisture Proofing
 - Plan Review
 - Geotechnical Observation and Testing During Rough Grading
 - Post-Grading Geotechnical Observation and Testing
55. Submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California and shall incorporate the drainage area north of the proposed tract. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.
56. The project shall comply with all RCFCD requirements including, but not limited to: drainage/debris basins, drainage easements, storm drain infrastructure and design criteria. A debris basin shall be included with this project to capture debris flows as recommended by the RCFCD.
57. Concrete lined interceptor channels shall be designed and constructed along the north boundary of the proposed development as required by Grading Ordinance.
58. Submit confirmation that the project meets the requirements of the Alquist-Priolo Earthquake Fault Zoning Act.
59. If the site is located in a Flood Area as identified in Flood Insurance Rate Map dated August 28, 2008 the developer is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
60. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of

concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property to the north.

61. The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code (BMC) and Title 18 "Grading, Erosion and Sediment Control" of the California Building Code related to excavation and grading; and the State Water Resources Control Board's orders, rules and regulations.

62. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board.

The applicant's SWPPP shall be reviewed and approved by the City Engineer prior to any permit issuance. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.

Note: The SWPPP may be supplemented with an Erosivity Waiver, if approved by the State Water Resource Control Board.

All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.

63. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

64. Prior to the issuance of any building permit(s), a precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.

65. Prior to issuance of any grading or building permit, a Project-Specific Water Quality Management Plan (WQMP) shall be reviewed and approved in accordance with California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011.

- At a minimum, all development will make provisions to store runoff from rainfall events up and including the **one-hundred year, three hour duration**. Post development peak urban runoff discharge rates shall not exceed pre-development peak urban runoff discharge rates.

66. Prior to the issuance of a building permit for any building lot, the applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor.

Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil.

67. Obtain Letter of Map Revision (LOMR) from FEMA.

Landscaping Public Right of Way

68. The Developer shall prepare a water conservation plan to reduce water consumption in the landscape environment using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage (limited to 25% of the planted area), permeable paving and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.
69. An automatic sprinkler system and landscaping shall be installed on a phase by phase basis, prior to occupancy of the first unit of that phase. The landscaping shall include the parkway fronting Sunrise Avenue, Wilson Street and the interior streets as they are included in each phase of construction. The system within the Landscape Maintenance District shall include a landscape controller, a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.
70. The Developer shall participate in a Landscape Maintenance District to be established by the City of Banning for the maintenance of landscape within the public right-of-way and the open space area within the development's boundary along Wilson Street and Lots A, B, and C. The Developer shall landscape and maintain said area until the City accepts it into the Landscape Maintenance District No. 1.
71. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.

Trash/Recycling

72. Construction debris shall be disposed of at a certified recycling site. It is recommended that the developer contact the City's franchised solid waste hauler, Waste Management of the Inland Valley at 1-800-423-9986, for disposal of construction debris.

Fees

73. Plan check fees for professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the fee schedule in effect at the time of submittal.
74. A fee shall be paid to the Riverside County Flood Control and Water Conservation District to perform plan checking for the proposed project.
75. Public Works Inspection fees shall be paid prior to issuance of any permits in accordance with the fee schedule in effect at time of time of scheduling.
76. Water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the fee schedule in effect at that time.
77. A plan storage fee shall be paid for any engineering plans that may be required prior to issuance of certificate of occupancy in accordance with the fee schedule in effect at the time the fee is paid.
78. A Traffic Control mitigation fee shall be paid prior to issuance of building permits.
79. Payment of all associated development impact fees in effect at the time of building permit issuance.

Final Parcel Map

80. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:
 - Faithful Performance Bond - 100% of estimated cost
 - Labor and Material Bond - 100% of estimated cost
 - Monumentation Bond - \$20,000.00

Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

81. Submit a copy of the title report, closure calculations, and any separate instruments or necessary easement or right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to final map approval.
82. A map of the proposed subdivision drawn at 1"=200' scale showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.
83. An original Mylar of the final map (after recordation) shall be provided to the City for the record files.

84. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond.

Water

85. Design and construct the water system (mains, laterals, hydrants, valves, blowoffs, airvac, etc.) according to the City of Banning standards. The water mains shall be a minimum of eight inches in diameter ductile iron pipe and shall be designed to be a "looped" system. The applicant is directed to review the water plans previously approved with Tract Map No. 30642.
86. Pay all applicable water connection and frontage fees per Chapter 13.08 "Water, Sewer and Electricity Rates" of the Banning Municipal Code prior to the issuance of a building permit.

Sewer

87. Design and construct the sewer system (mains, laterals, manholes, etc.) according to the City of Banning standards. The applicant is directed to review the sewer plans previously approved with Tract Map No. 30642.
88. All sewer lines to be constructed within the Public right-of-way shall be extra strength Vitrified Clay Pipe. All sewer laterals shall be a minimum of 4 inches in diameter and all sewer mains shall be a minimum of 8 inches. Final sizes shall be approved by the City Engineer.
89. A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

Fire Department

90. For residential areas, approved standard fire hydrants, located at each intersection, with no portion of any lot frontage more than a maximum of 500 feet from a hydrant. Minimum fire flow for all residential structures shall be 1000 GPM for a 2-hr duration at 20 psi residual operating pressure, which must be available before any combustible material is placed on the construction site.
91. The required water system, including fire hydrants shall be installed and accepted by the appropriate water agency prior to any combustible building material being placed on an individual lot. Two sets of water plans are to be submitted to the Fire Department for approval.
92. Applicant/Developer shall mount blue dot retro-reflectors pavement markers on private streets, public streets and driveways to indicate location of the fire hydrant. It should be eight (8) inches from centerline to the side that the fire hydrant is on, to identify fire hydrant locations.

93. Residential fire sprinklers are required in all one and two family dwellings per the California Residential Code. Contact the Riverside County Fire Department for the Residential Fire Sprinkler Standard.
94. Fire Apparatus access road and driveways shall be in compliance with the Riverside County Fire Department Standard number 06-05 (located at www.rvcfire.org). Access lanes will not have an up, or downgrade of more than 15%. Access roads shall have an unobstructed vertical clearance not less than 13 feet and 6 inches. Access lanes will be designed to withstand the weight of 70 thousand pounds over 2 axles. Access will have a turning radius capable of accommodating fire apparatus. Access lane shall be constructed with a surface so as to provide all weather driving capabilities.
95. Roadways may not exceed 1320 feet without secondary access. This access may be restricted to emergency vehicles only however, public egress must be unrestricted.
96. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provision for the turn-around capabilities of fire apparatus.
97. Any turn-around requires a minimum of 42-foot turning radius.
98. The minimum dimension for gates is 20 feet clear and unobstructed width and a minimum vertical clearance of 13 feet 6 inches in height. Any gate providing access from a road shall be located at least 35 feet setback from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, a 38-foot turning radius shall be used.
99. Gates may be automatic or manual and shall be equipped with a rapid entry system (KNOX). Plans shall be submitted to the Fire Department for approval prior to installation. Automatic gate pins shall be rated with a shear pin force, not to exceed 30 pounds. Gates activated by the rapid entry system shall remain open until closed by the rapid entry system. Automatic gates shall be provided with backup power.

ATTACHMENT 4

Public Hearing Notice

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

152025 PHN_TTM 36939 MEETING

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:

February 2, 2018

Executed on: 02/02/2018

At Banning, CA

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



Signature

NOTICE OF PUBLIC HEARING FOR A TWELVE (12) MONTH EXTENSION OF TIME FOR TENTATIVE TRACT MAP 36939 (TTM 36939), LOCATED GENERALLY NORTH OF WILSON STREET BETWEEN SUNSET AVENUE AND SUNRISE AVENUE; APNS 535-430-001 THRU 021, 535-431-001 THRU 015, 535-432-001 THRU 017, 535-070-004 THRU 006. NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, February 13, 2018, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider granting a twelve (12) month time extension for Tentative Tract Map 36939 (TTM 36939) The proposed project site is located generally north of Wilson street between Sunset Avenue and Sunrise Avenue; APNs 535-430-001 thru 021, 535-431-001 thru 015, 535-432-001 thru 017, 535-070-004 thru 006. TTM 36939 was approved on February 23, 2016; this is the first extension request. Information regarding the request for a twelve (12) month extension of time for Tentative Tract Map 36939 (TTM 36939) can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. You may also go to the City of Banning website at <http://www.ci.banning.ca.us/>. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009). BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA
Patty Nevins
Community Development Director
Dated: January 30, 2018
Publish: February 2, 2018
Published in
The Record Gazette
No. 152025
02/02/2018

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**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Director of Public Works
Luis Cardenas, Senior Civil Engineer

MEETING DATE: February 13, 2018

SUBJECT: Resolution 2018-01 UA, Approving an Agreement in the Amount of \$119,309 with Cla-Val for the Servicing of the City's Cla-Val Water Valves

RECOMMENDED ACTION:

The Banning Utility Authority adopt Resolution 2018-01 UA:

1. Approving an Agreement with Cla-Val for the servicing of the City's Cla-Val water valves in the amount "Not to Exceed" \$119,309.
2. Authorizing the Interim City Manager or his designee to execute the Agreement with Cla-Val of Perris, CA.

BACKGROUND:

The City owns 45 automated Cla-Val valves that range in size from 2" to 16" throughout the water system. These valves are used for various activities including automated pump control, reducing pressures between pressure zones, emergency pressure relief, and altitude valves which regulate the high water levels in reservoirs. The valves are rebuilt on a one, two or three year schedule depending on the operational role they play in the water system. Staff requested quotes for the anticipated maintenance, separated by year. Additional quotes were also requested for maintenance to the parks pressure regulators and for replacement of one pressure regulating valve at Repplier Park.

Quotation #		Parts	Labor	Tax	Total
012418MT1	Park Regulators	\$1,000	\$1,672	\$77.50	\$2,749.50
012418MT2	Replier Park Valve	\$2,138	\$ -	\$165.70	\$2,303.70
012418MT3	Valve Rebuild Year 1	\$10,171	\$15,308	\$788.25	\$26,267.25
012418MT4	Valve Rebuild Year 2	\$26,235	\$27,040	\$2,033.21	\$55,308.21
012418MT5	Valve Rebuild Year 3	\$12,843	\$18,842	\$995.33	\$32,680.33
3-Year Total					\$119,308.99

JUSTIFICATION:

It is necessary to have Cla-Val perform repair and maintenance services on the Cla-Val valves in order to prevent voiding warranties and have the required service performed by trained personnel. Cla-Val services are competitive to similar services performed by other companies on non Cla-Val valves.

FISCAL IMPACT:

The Agreement with Cla-Val is in the amount of "Not to Exceed" \$119,309 over three years, which is available in Account No. 660-6300-471.45-08 (Water Distribution System Exp).

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction. Not funding preventive maintenance to these critical valves could have serious consequences, such as rendering some facilities inoperable, making it difficult to maintain reliable water service to the community.

ATTACHMENTS:

1. Resolution 2018-01 UA
2. Agreement
3. Sole Source Letter

Approved by:

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution 2018-01 UA

RESOLUTION 2018-01 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$119,309 WITH CLA-VAL FOR THE SERVICING OF THE CITY'S CLA-VAL WATER VALVES

WHEREAS, the City of Banning owns and operates a public water system that supplies domestic water to approximately 29,500 people through approximately 10,500 service connections; and

WHEREAS, the City is required to follow the State of California Water Resources Control Board Permit Number 05-20-06P-004 which requires the City to maintain and operate the potable water system in accordance with the American Water Works Association standards; and

WHEREAS, the City owns and operates 45 automated Cla-Val valves that range from 2 inches to 16 inches throughout the water distribution system; and

WHEREAS, Cla-Val field service personnel are the only personnel that are recognized by Cla-Val to have the appropriate training to provide the required service without voiding valve warranties; and

WHEREAS, Cla-Val services are competitive to similar services performed by other companies on non Cla-Val valves.

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

SECTION 1. The Banning Utility Authority adopts Resolution 2018-01 UA Approving an Agreement with Cla-Val of Perris, CA for the servicing of the City's Cla-Val water valves in the amount "Not to Exceed" \$119,309.

SECTION 2. The Interim City Manager or his designee is authorized to execute the Agreement with Cla-Val of Perris, CA in an amount "Not to Exceed" \$119,309.

PASSED, ADOPTED AND APPROVED this 13th day of February, 2018.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-01 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 13th day of February, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Secretary
Banning Utility Authority
City of Banning, California

ATTACHMENT 2

Cal-Val Agreement

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

CLA-VAL CO.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BANNING AND CLA-VAL CO.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 13th day of February, 2018 by and between the CITY OF BANNING, a general law city (“City”) and CLA-VAL CO., (“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 and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which 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 work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work in Contractor's bid proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contractor's bid proposal and/or this Agreement, the terms of this Agreement shall govern. The Contractor's bid proposal shall be escrowed with a neutral third party mutually agreed upon by the parties.

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, registrations, 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.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.6 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

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 its 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, remove 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 reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any

defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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, 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 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 Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change 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 (“Change Order”). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit “C”. If the rates

in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 One Hundred Nineteen Thousand Three Hundred Nine Dollars,

(\$119,309.00), (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 less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of 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. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

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 cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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 shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

In no event shall 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 to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence upon execution by both parties and shall expire on February 12, 2021, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Mike Trosper Service Manager
(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 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 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 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 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

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

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

CANCELLATION:

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

[to be initialed]

Agent’s Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities 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 ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnitors' 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.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

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 and work 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 and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.4 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 and pays all labor and materials for work and services under this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance and 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.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

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, certified copies of accurate payroll records in compliance with all applicable laws, 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. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing the public access to the books and records if a public request for such records is made and disclosure is required by law including but not limited to the California Public Records Act.

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. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials hereby deemed "works made for hire" for the City.

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 County.

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 proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If 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. Notwithstanding any contrary provision herein, Contractor must file a claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be

such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

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, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

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 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, 99 East Ramsey Street, City of Banning, California 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. All correspondence relating to this Agreement shall be serialized consecutively.

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

Alejandro Diaz, Interim City Manager

ATTEST:

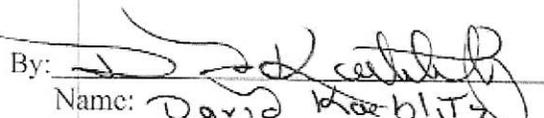
Sonja De La Fuente, Deputy City Clerk

**APPROVED AS TO FORM:
RICHARDS, WATSON & GERSON**

Kevin G. Ennis, City Attorney

CONTRACTOR:

Griswold Industries dba
Clavall Co

By:  2.5.18
Name: David Kaeblitz
Title: CFO

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following services including all labor, tools, equipment and materials necessary to perform the specified for the City properties specified in Exhibit "C" beginning February 13, 2018 and ending February 12, 2021:

Service repairs and replacement of City owned Cla-Val automated valves.

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.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

Article 5.4 Performance and Labor Bonds

- I. No Performance or Labor Bonds are required to complete this service work.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Service repair and replacement of City owned Cla-Val automated valves. Pricing for estimated parts per "Exhibit C-1" quotes #012418MT1, #012418MT2, #012418MT3, #012418MT4 and #012418MT5 dated January 25, 2018. Cla-Val reserves the right to change the pricing due to material cost increases, with written authorization of Public Works Director or appointed designee.

- II. 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.

- III. The total compensation for the Parts and Services shall not exceed \$119,309.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "C-1"

**CLA-VAL CO. WESTERN REGIONAL SERVICE
QUOTATION**

QUOTE NUMBER:	012418MT1	DATE:	1/25/2018	PAGE:	1
CUSTOMER:	City of Banning				
CONTACT:	Perry Gerdes				
ADDRESS:	Banning	PHONE:	951-232-9236		
JOB NAME:	Park Regulators / Year 3	FAX:			

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	4"	Model 90-01 / Dysart Park Main Valve & Pilot Rubber Rebuild Kit	\$ 200.00	\$ 200.00
02)	1	4"	Model 90-01 / Sylvan Park Main Valve & Pilot Rubber Rebuild Kit	\$ 200.00	\$ 200.00
03)	1	4"	Model 90-01 / Pass Valley Park Main Valve & Pilot Rubber Rebuild Kit	\$ 200.00	\$ 200.00
04)	1	6"	Model 90-01 / Swimming Pool Main Valve & Pilot Rubber Rebuild Kit	\$ 200.00	\$ 200.00
05)	1	3"	Model 90-01 / Replier Park Main Valve & Pilot Rubber Rebuild Kit	\$ 200.00	\$ 200.00
06)	10		Labor / Prevailing Wage / 1 Man	\$ 150.00	\$ 1,500.00
07)	2		Travel	\$ 86.00	\$ 172.00
08)			Fuel Surcharge Per Mile	\$ -	\$ -

TOTAL / WITHOUT TAX \$ 2,672.00

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!



This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**

AUTHORIZED BY:	SALESPERSON:	Mike Trosper
TERRITORY:	3900	

QUOTATION EFFECTIVE FOR 30 DAYS FROM See Quote Number

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.
If you have any questions regarding this quotation please contact Mike Trosper - Cell (949)-923-0649
24100 Water St. mtrosper@cla-val.com
Perris, CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

QUOTE NUMBER: 012418MT2	DATE: 1/25/2018	PAGE: 1
CUSTOMER: City of Banning		
CONTACT: Perry Gerdes		
ADDRESS: Banning	PHONE: 951-232-9236	
JOB NAME: Replier Park New Valve	FAX:	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	4"	Complete New Valve Model 90-01 / Replier Park Stainless Steel Trim, Tubing & Fittings, Bal Valves and Epoxy Coatec	\$ 2,138.00	\$ 2,138.00
02)				\$ -	\$ -
03)				\$ -	\$ -
04)				\$ -	\$ -
05)				\$ -	\$ -
06)				\$ -	\$ -
07)				\$ -	\$ -
08)				\$ -	\$ -

TOTAL / WITHOUT TAX \$ 2,138.00

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!



This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**

AUTHORIZED BY:	SALESPERSON: Mike Trospen
TERRITORY: 3900	

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.
If you have any questions regarding this quotation please contact Mike Trospen - Cell (949)-923-0649
24100 Water St. mtrospen@cla-val.com
Perris, CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

**CLA-VAL CO. WESTERN REGIONAL SERVICE
QUOTATION**

QUOTE NUMBER:	012418MT3	DATE:	1/25/2018	PAGE:	1
CUSTOMER:	City of Banning				
CONTACT:	Perry Gerdes				
ADDRESS:	Banning	PHONE:	951-232-9236		
JOB NAME:	Cla-Val Rebuild Year #1	FAX:			

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	3"	Model 50-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 367.00	\$ 367.00
02)	1	4"	Model 90-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 400.00	\$ 400.00
03)	1	6"	Model 90-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
04)	1	8"	Model 90-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 491.00	\$ 491.00
05)	1	3"	Model 50-01 / San Gorgonio & Lincoln <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 367.00	\$ 367.00
06)	1	4"	Model 90-01 / San Gorgonio & Lincoln <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 400.00	\$ 400.00
07)	1	6"	Model 90-01 / San Gorgonio & Lincoln <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
08)	1	2"	Model 50-01 / San Gorgonio Tank <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 354.00	\$ 354.00
09)	1	2"	Model 90-01 / San Gorgonio Tank <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 344.00	\$ 344.00
10)	1	6"	Model 90-01 / San Gorgonio Tank <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
11)	1	2"	Model 50-01 / Ring of Trees Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 354.00	\$ 354.00
12)	1	2"	Model 90-01 / Ring of Trees Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 244.00	\$ 244.00
13)	1	6"	Model 90-01 / Ring of Trees Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
14)	1	8"	Model 131-01 Modified / K Mart Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 639.00	\$ 639.00
15)	1	8"	Model 81-01 / K Mart Reg. Station <i>Main Valve Rebuild Kit</i>	\$ 602.00	\$ 602.00
16)	1	6"	Model 50-01 / Well #2 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 464.00	\$ 464.00
17)	1	8"	Model 50-01 / Well #3 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 502.00	\$ 502.00
18)	1	10"	Model 790-01 & 58-01 / Well #1 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 1,190.00	\$ 1,190.00
19)	1	10"	Model 790-01 & 58-01 / Well #4 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 1,190.00	\$ 1,190.00
20)	1	8"	Model 750-01 / Well #7 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 447.00	\$ 447.00
21)	26		Labor / Prevailing Wage / 1 Man	\$ 150.00	\$ 3,900.00
22)	34		Labor / Prevailing Wage / 2 Men	\$ 290.00	\$ 9,860.00
23)	18		Travel / 9 Days	\$ 86.00	\$ 1,548.00
				TOTAL / WITHOUT TAX	\$ 25,479.00

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!

This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**



AUTHORIZED BY:	SALESPERSON:
TERRITORY: 3900	Mike Trospen

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.
If you have any questions regarding this quotation please contact Mike Trospen - Cell (949)-923-0649
24100 Water St. mtrospen@cla-val.com
Perris, CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

**CLA-VAL CO. WESTERN REGIONAL SERVICE
QUOTATION**

QUOTE NUMBER: 012418MT4 DATE: 1/25/2018 PAGE: 1
 CUSTOMER: City of Banning
 CONTACT: Perry Gardes
 ADDRESS: Banning PHONE: 951-232-9236
 JOB NAME: **Clu-Val Rebuild Year #2** FAX:

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	3"	Model 50-01 / Hargrave & John St. Main Valve & Pilot Rubber Rebuild Kit	\$ 367.00	\$ 367.00
02)	1	4"	Model 90-01 / Hargrave & John St. Main Valve & Pilot Rubber Rebuild Kit	\$ 400.00	\$ 400.00
03)	1	6"	Model 90-01 / Hargrave & John St. Main Valve & Pilot Rubber Rebuild Kit	\$ 454.00	\$ 454.00
04)	1	8"	Model 90-01 / Hargrave & John St. Main Valve & Pilot Rubber Rebuild Kit	\$ 491.00	\$ 491.00
05)	1	3"	Model 50-01 / San Gorgonio & Lincoln Main Valve & Pilot Rubber Rebuild Kit	\$ 367.00	\$ 367.00
06)	1	4"	Model 90-01 / San Gorgonio & Lincoln Main Valve & Pilot Rubber Rebuild Kit	\$ 400.00	\$ 400.00
07)	1	6"	Model 90-01 / San Gorgonio & Lincoln Main Valve & Pilot Rubber Rebuild Kit	\$ 454.00	\$ 454.00
08)	1	2"	Model 50-01 / San Gorgonio Tank Main Valve & Pilot Rubber Rebuild Kit	\$ 354.00	\$ 354.00
09)	1	2"	Model 90-01 / San Gorgonio Tank Main Valve & Pilot Rubber Rebuild Kit	\$ 344.00	\$ 344.00
10)	1	6"	Model 90-01 / San Gorgonio Tank Main Valve & Pilot Rubber Rebuild Kit	\$ 454.00	\$ 454.00
11)	1	2"	Model 50-01 / Ring of Trees Reg. Station Main Valve & Pilot Rubber Rebuild Kit	\$ 354.00	\$ 354.00
12)	1	2"	Model 90-01 / Ring of Trees Reg. Station Main Valve & Pilot Rubber Rebuild Kit	\$ 244.00	\$ 244.00
13)	1	6"	Model 50-01 / Ring of Trees Reg. Station Main Valve & Pilot Rubber Rebuild Kit	\$ 454.00	\$ 454.00
14)	1	8"	Model 131-01 Modified / K Mart Reg. Station Main Valve & Pilot Rubber Rebuild Kit	\$ 639.00	\$ 639.00
15)	1	8"	Model 81-01 / K Mart Reg. Station Main Valve Rebuild Kit	\$ 602.00	\$ 602.00
16)	1	6"	Model 50-01 / Well #2 Main Valve & Pilot Rubber Rebuild Kit	\$ 464.00	\$ 464.00
17)	1	8"	Model 50-01 / Well #3 Main Valve & Pilot Rubber Rebuild Kit	\$ 502.00	\$ 502.00
18)	1	4"	Model 210-01 / Mountain Tank Main Valve & Pilot Rubber Rebuild Kit	\$ 530.00	\$ 530.00
19)	1	4"	Model 210-09 / High Valley Tank Main Valve & Pilot Rubber Rebuild Kit	\$ 664.00	\$ 664.00
20)	5	4"	Model 60-31 / C2 Booster Main Valve & Pilot Rubber Rebuild Kit	\$ 569.00	\$ 2,845.00
21)	1	4"	Model 50-01 / C2 Booster Relief Main Valve & Pilot Rubber Rebuild Kit	\$ 410.00	\$ 410.00
22)	1	6"	Model 60-11 Modified / C3 Booster Main Valve & Pilot Rubber Rebuild Kit	\$ 461.00	\$ 461.00
23)	1	12"	Model 81-02 / C4 Well Check Valve Main Valve Rubber Rebuild Kit	\$ 630.00	\$ 630.00
24)	2	12"	Model 60-46 Modified / C4 Booster Pump Control Main Valve & Pilot Rubber Rebuild Kit	\$ 916.00	\$ 1,832.00
25)	1	10"	Model 81-02 / C5 Well Check Valve Main Valve Rubber Rebuild Kit	\$ 551.00	\$ 551.00
26)	1	10"	Model 60-46 Modified / C5 Booster Pump Control Main Valve & Pilot Rubber Rebuild Kit	\$ 899.00	\$ 899.00
27)	1	8"	Watts Pump Control Valve / C8 Booster Main Valve Rubber Rebuild Kit	\$ 690.00	\$ 690.00
28)	1	6"	Model 50-01 / C8 Booster Relief Main Valve & Pilot Rubber Rebuild Kit	\$ 464.00	\$ 464.00
29)	1	6"	Model 61-02 / M3 Pump Control Main Valve Rubber Rebuild Kit	\$ 441.00	\$ 441.00
30)	1	3"	Model 52-03 / M3 Surge Anticipator Main Valve & Pilot Rubber Rebuild Kit	\$ 524.00	\$ 524.00
31)	1	6"	Model 61-02 / M10 Pump Control Main Valve Rubber Rebuild Kit	\$ 441.00	\$ 441.00
32)	1	3"	Model 52-03 / M10 Surge Anticipator Main Valve & Pilot Rubber Rebuild Kit	\$ 524.00	\$ 524.00
33)	1	6"	Model 61-02 / M11 Pump Control Main Valve Rubber Rebuild Kit	\$ 441.00	\$ 441.00
34)	1	3"	Model 52-03 / M11 Surge Anticipator Main Valve & Pilot Rubber Rebuild Kit	\$ 524.00	\$ 524.00
35)	1	6"	Model 61-02 / M12 Pump Control Main Valve Rubber Rebuild Kit	\$ 441.00	\$ 441.00
36)	1	10"	Model 790-01 & 58-01 / Well #1 Main Valve & Pilot Rubber Rebuild Kit	\$ 1,190.00	\$ 1,190.00
37)	1	10"	Model 790-01 & 58-01 / Well #4 Main Valve & Pilot Rubber Rebuild Kit	\$ 1,190.00	\$ 1,190.00
38)	1	8"	Model 750-01 / Well #7 Main Valve & Pilot Rubber Rebuild Kit	\$ 447.00	\$ 447.00
39)	72		Labor / Prevailing Wage / 1 Man	\$ 150.00	\$ 10,800.00
40)	56		Labor / Prevailing Wage / 2 Men	\$ 290.00	\$ 16,240.00
41)	32		Travel / 16 Days	\$ 86.00	\$ 2,752.00
TOTAL / WITHOUT TAX				\$ 53,275.00	

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!

This quotation is valid for 30 days from the above date.
 After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
 All prices are **NET**



AUTHORIZED BY: _____ SALESPEOPLE: Mike Trospen
 TERRITORY: 3800

QUOTATION EFFECTIVE FOR 30 DAYS FROM See Quote Number

MESSAGES: Quote is for estimating only. Cla-Val Service is billed on an actual time & materials used basis.
 If you have any questions regarding this quotation please contact Mike Trospen - Call (949)-623-0649
 24100 Water St. mtrospen@cla-val.com
 Perris, CA 92570
 P. 951-657-1718 Ext.288 / Fax 951-657-8540

**CLA-VAL CO. WESTERN REGIONAL SERVICE
QUOTATION**

QUOTE NUMBER:	012418MT5	DATE:	1/25/2018	PAGE:	1
CUSTOMER:	City of Banning				
CONTACT:	Perry Gerdes				
ADDRESS:	Banning	PHONE:	951-232-9236		
JOB NAME:	Cla-Val Rebuild Year #3		FAX:		

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	3"	Model 50-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 367.00	\$ 367.00
02)	1	4"	Model 90-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 400.00	\$ 400.00
03)	1	6"	Model 90-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
04)	1	8"	Model 90-01 / Hargrave & John St. <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 491.00	\$ 491.00
05)	1	3"	Model 50-01 / San Gorgonio & Lincoln <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 367.00	\$ 367.00
06)	1	4"	Model 90-01 / San Gorgonio & Lincoln <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 400.00	\$ 400.00
07)	1	6"	Model 90-01 / San Gorgonio & Lincoln <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
08)	1	2"	Model 50-01 / San Gorgonio Tank <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 354.00	\$ 354.00
09)	1	2"	Model 90-01 / San Gorgonio Tank <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 344.00	\$ 344.00
10)	1	6"	Model 90-01 / San Gorgonio Tank <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
11)	1	2"	Model 50-01 / Ring of Trees Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 354.00	\$ 354.00
12)	1	2"	Model 90-01 / Ring of Trees Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 244.00	\$ 244.00
13)	1	6"	Model 90-01 / Ring of Trees Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 454.00	\$ 454.00
14)	1	8"	Model 131-01 Modified / K Mart Reg. Station <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 639.00	\$ 639.00
15)	1	8"	Model 81-01 / K Mart Reg. Station <i>Main Valve Rebuild Kit</i>	\$ 602.00	\$ 602.00
16)	1	6"	Model 50-01 / Well #2 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 464.00	\$ 464.00
17)	1	8"	Model 50-01 / Well #3 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 502.00	\$ 502.00
18)	1	10"	Model 49-01 / Beaumont Interconnection <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 718.00	\$ 718.00
21)	2	16"	Model 131-01 / Brinton Reservoir <i>Main Valve Rubber Rebuild Kit</i>	\$ 977.00	\$ 1,954.00
22)	1	10"	Model 790-01 & 58-01 / Well #1 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 1,190.00	\$ 1,190.00
23)	1	10"	Model 790-01 & 58-01 / Well #4 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 1,190.00	\$ 1,190.00
24)	1	8"	Model 750-01 / Well #7 <i>Main Valve & Pilot Rubber Rebuild Kit</i>	\$ 447.00	\$ 447.00
25)	26		Labor / Prevailing Wage / 1 Man	\$ 150.00	\$ 3,900.00
26)	45		Labor / Prevailing Wage / 2 Men	\$ 290.00	\$ 13,050.00
27)	22		Travel / 11 Days	\$ 86.00	\$ 1,892.00
TOTAL / WITHOUT TAX				\$ 31,685.00	

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!



This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**

AUTHORIZED BY:	SALESPERSON:	Mike Trospen
TERRITORY:	3900	

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number.*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.
If you have any questions regarding this quotation please contact Mike Trospen - Cell (949)-923-0649
24100 Water St. mtrospen@cla-val.com
Perris, CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services timely in accordance with the schedule to be developed by Contractor and subject to the written approval of the Contract Officer.

- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.5.

ATTACHMENT 3

Sole Source Letter



CLA-VAL AUTOMATIC CONTROL VALVES

The Cla-Val valve you purchased was designed to be reliable, durable, and easy to operate.

Cla-Val Field Service is your only authorized factory maintenance source.

Our Field Service Technicians are highly trained professionals that have a thorough, in-depth knowledge of the workings of each valve and products Cla-Val manufactures. Our factory-trained sales and service personnel are the only people authorized to perform any repairs, start-up service, or maintenance on these valves. We do not recognize or authorize any other service organization to perform repairs on our valves. As an ISO 9001 certified company, we maintain the highest standard for quality assurance. Also, unauthorized repairs will result in voiding the valve warranty.

Our Field Service Technicians have an average of over 12 years of experience and our fleet of service vehicles are fully stocked with spare and factory replacement parts to ensure that on-site maintenance and repair services are executed in a timely manner. We also have two dedicated service warehouses at our Western Regional Service Centers in Southern California and Northern California (855-512-6965).

For more than 30 years, we have provided the following categories of services:

- Start-up assistance
- Periodic maintenance
- Diagnostic services
- Valve repairs
- Field retrofits
- Actuator repair and maintenance

On call 24 hours a day, 7 days a week, 365 days per year, Cla-Val Field Service is there when you need it, backed by more than 80 years of valve design and manufacturing experience.

Regards,

Mike Trospen
Service Manager
24100 Water Street
Perris, CA 92570
(951) 657-1718 Ext. 288
(951) 657-8540 Fax
(949) 923-0649 Cell
mtrospen@cla-val.com



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

TO: SUCCESSOR AGENCY BOARD

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: February 13, 2018

SUBJECT: Resolution 2018-01 SA, Approval of the Recognized Obligation Payment Schedule A and B

RECOMMENDATION:

Approval of Resolution 2018-01 SA, approving Recognized Obligation Payment Schedule 18-19 A and B for the period of July 2018 through June 2019 and approving certain related actions.

JUSTIFICATION:

At its meeting on January 24, 2018, the Oversight Board for the Successor Agency ("Oversight Board") to the dissolved Community Redevelopment Agency of the City of Banning ("Successor Agency") approved the Fiscal Year 2018-2019 Recognized Obligation Payment Schedule ("ROPS") with the adoption of Resolution 2018-01 OB.

BACKGROUND:

Pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency. The Oversight Board has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency.

Per HSC § 34177 (o) (1), the Successor Agency is required to prepare a ROPS before each twelve-month fiscal year period. Pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS. Pursuant to HSC § 34177 (o) (1), an Oversight Board-approved ROPS 18-19 A and B for the period of July 2018 through June 2019 must be submitted to the State Department of Finance, State

Controller's Office and to the County Auditor-Controller not later than February 1, 2018. The Oversight Board has approved the establishment of ROPS 18-19 A and B.

FISCAL IMPACT:

Per HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The Oversight Board has approved the establishment of ROPS 18-19 A and B, which will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

ATTACHMENTS:

1. Resolution 2018-01 SA
2. Resolution 2018-01 OB Approved on January 24, 2018

Approved by:

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

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(RESOLUTION 2018-01 SA)

RESOLUTION 2018-01 SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 18-19 A & B FOR THE PERIOD OF JULY 2018 THROUGH JUNE 2019 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), an Oversight Board-approved ROPS 18-19 A and B for the period of July 2018 through June 2019 and it was submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2018; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the Oversight Board has approved the establishment of ROPS 18-19 A and B that will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the Successor Agency's ROPS 18-19 A and B, which is attached hereto as Exhibit "A"; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

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

Section 2. The Successor Agency's ROPS 18-19 A and B for the period of July 2018 through June 2019, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.

Section 3. The amount requested for enforceable obligation No. 12, the Successor Agency's Administrative Allowance, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.

Section 4. The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post the ROPS 18-19 A and B on the City's website, ii) transmit the ROPS 18-19 A and B to the State Department of Finance, State Controller's Office and to the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 18-19 A and B, which may include, but are not limited to restating the information included within ROPS 18-19 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 18-19 A and B on behalf of the Successor Agency, including authorizing and causing such payments.

Section 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of February, 2018.

George Moyer, Chairman
Successor Agency

ATTEST:

Sonja De La Fuente, Secretary
Successor Agency

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

Kevin G. Ennis, Legal Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing Resolution 2018-01 SA was duly adopted by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, at a meeting thereof held on the 13th day of February 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Secretary
Banning Oversight Board
City of Banning, California

EXHIBIT "A"

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

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 18-19 A and B
(JULY 2018 THROUGH JUNE 2019)**

(See Attachment)

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary
 Filled for the July 1, 2018 through June 30, 2019 Period

Successor Agency: Banning
 County: Riverside

	18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
Current Period Requested Funding for Enforceable Obligations (ROPS Detail)			
A Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 2,096,410	\$ 879,209	\$ 2,975,619
F RPTTF	1,971,410	754,209	2,725,619
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 2,096,410	\$ 879,209	\$ 2,975,619

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
 certify that the above is a true and accurate Recognized Obligation
 Payment Schedule for the above named successor agency.

Signature: Jeff Davis Title: Chair
 Date: 1-24-18

Banning Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I						
									Fund Sources					
									Bond Proceeds		Reserve Balance		Other	
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	RPTTF									
	Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)													
1	Beginning Available Cash Balance (Actual 07/01/15)	10,515,604				2,481,086	21,323	Cell C-1 equals the amount held by the Trustee Bank as of the date the 2016 TABs were funded (i.e., 9-22-2016). Cell G-1 equals the Other Funds amount specified in DOF's 4-12-15 ROPS 15-16 A determination letter. Cell H-1 is the ROPS 14-15B PPA.						
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during June 2015 and January 2016.						1,732,959	Cell H-2 equals the actual amount or RPTTF distributed by the CAC for ROPS 15-16 A and B.						
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)	2,886,636						The amounts indicated in Cells C-3 and C-4 were programmed within the 2016 Refunding TABs (see Official Statement, see Sources and Uses on page 6).						
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	7,628,968				1,447,131	1,754,282	The amount of bond proceeds indicated in Cell C-4 was transferred to the City per the BEA approved by DOF on 3-20-16 (per OSB Reso 2016-02). The amount in Cell G-4 was programmed for ROPS 16-17 A & B costs.						
5	ROPS 15-16 RPTTF Balances Remaining													
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)													

ATTACHMENT 2

(RESOLUTION 2018-01 OB)

RESOLUTION NO. 2018-01 OB

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 18-19 A & B FOR THE PERIOD OF JULY 2018 THROUGH JUNE 2019 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), an Oversight Board-approved ROPS 18-19 A and B for the period of July 2018 through June 2019 must be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2018; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the Oversight Board's approval of the establishment of ROPS 18-19 A and B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the Oversight Board approve the establishment of the Successor Agency's ROPS 18-19 A and B, which is attached hereto as Exhibit "A"; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

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

Section 2. The Successor Agency's ROPS 18-19 A and B for the period of July 2018 through June 2019, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.

Section 3. The amount requested for enforceable obligation No. 12, the Successor Agency's Administrative Allowance, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.

Section 4. The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post the ROPS 18-19 A and B on the City's website, ii) transmit the ROPS 18-19 A and B to the State Department of Finance, State Controller's Office and to the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 18-19 A and B, which may include, but are not limited to restating the information included within ROPS 18-19 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 18-19 A and B on behalf of the Successor Agency, including authorizing and causing such payments.

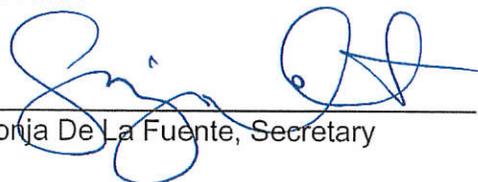
Section 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 24th day of January 2018.



Jeff Davis, Chairman

ATTEST



Sonja De La Fuente, Secretary

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Oversight Board for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing Resolution No. 2018-01-OB was duly adopted by the Oversight Board for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, at a meeting thereof held on the 24th day of January 2018, by the following vote:

AYES: Board Members Smith, Venable, Welch, and Board Chair Davis

NOES: None

ABSENT: Board Members Hernandez and Komblum

ABSTAIN: Board Member Nevins



Sonja De La Fuente, Secretary

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

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 18-19 A and B
(JULY 2018 THROUGH JUNE 2019)**

(See Attachment)

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary
 Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency: Banning
 County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 2,096,410	\$ 879,209	\$ 2,975,619
F RPTTF	1,971,410	754,209	2,725,619
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 2,096,410	\$ 879,209	\$ 2,975,619

Name: Jeff Davis Title: Chair
 Signature: [Signature] Date: 1-24-19

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (c) of the Health and Safety code, I hereby
 certify that the above is a true and accurate Recognized Obligation
 Payment Schedule for the above named successor agency.

Banning Recognized Obligation Payment Schedule (ROPS 16-19) - ROPS Dwaiki
 July 1, 2016 through June 30, 2019
 (Report Amounts in Whole Dollars)

Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt/Contract	ROPS 16-19	18-19A (July - December)			18-19B (January - June)			18-19B Total
										Reserve Balance	Bond Proceeds	Other Funds	Reserve Balance	Bond Proceeds	Other Funds	
1	Annual Contingency Disclosure	Contingency	3/15/2003	6/1/2017	USDC Express, Inc.	Contingency Disclosure	Merged	\$ 47,344,000	\$ 3,026,019	\$ 1,071,410	\$ 1,071,410	\$ 1,071,410	\$ 1,071,410	\$ 1,071,410	\$ 1,071,410	
2	Bond Trustee Fee	Fee	3/15/2003	6/1/2017	US Bank	Bond Trustee Fee	Merged	13,247	2,474	0	0	2,474	2,474	2,474	2,474	
3	Successor Agency Admin	Admin Costs	3/15/2003	6/1/2017	City of Banning	The amount requested for the Administrative Allowance is considered valid for purposes of ROPS 16-19 (A)	Merged	2,230,000	250,000	0	0	250,000	250,000	250,000	250,000	
17	ANNEKE ARCHER, for 2526	Fee	3/15/2003	6/1/2017	Widener Associates	Arthrop Analysis for TABS	Merged	51,000	0	201,600	201,600	0	0	201,600	201,600	
20	ERIK R. GALT, Investment	Fee	3/15/2003	6/1/2017	Widener Associates	Arthrop Analysis for TABS	Merged	98,475	0	201,600	201,600	0	0	201,600	201,600	
32	2016 Banning TABS (Interest Only)	Bonds Issued After 12/31/16	9/22/2016	9/1/2017	City of Banning	The item is for the interest only portion of the tab services for the 2016 TABS, which refunded the 2002 and 2007	Merged	12,717,225	986,024	487,350	487,350	0	0	487,350	487,350	
33	2016 Banning TABS (Principal Reschedule Portion)	Bonds Issued After 12/31/16	9/22/2016	9/1/2017	City of Banning	The item is for the principal reduction portion of the tab services for the 2016 TABS, which refunded the 2002 and 2007	Merged	31,180,000	1,285,000	1,285,000	1,285,000	0	0	1,285,000	1,285,000	
34	Successor Agency Admin, Shortfall	RPRTIF Shortfall	1/1/2017	7/7/2017	City of Banning	Reimbursement of Shortfall in RPRTIF to fund Admin. Costs.	Merged	0	0	0	0	0	0	0	0	
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Banning Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I						
									Fund Sources					
									Bond Proceeds		Reserve Balance		Other	RPTTF
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin									
	Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)													
1	Beginning Available Cash Balance (Actual 07/01/15)	10,515,604				2,481,086	21,323	Cell C-1 equals the amount held by the Trustee Bank as of the date the 2016 TABs were funded (i.e., 9-22-2016). Cell G-1 equals the Other Funds amount specified in DOFs 4-12-15 ROPS 15-16 A determination letter. Cell H-1 is the ROPS 14-15B PPA. Cell H-2 equals the actual amount or RPTTF distributed by the CAC for ROPS 15-16 A and B.						
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during June 2015 and January 2016.						1,732,959	The amounts indicated in Cells C-3 and C-4 were programmed within the 2016 Refunding TABs (see Official Statement, see Sources and Uses on page 6).						
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)	2,886,636				1,447,131	1,754,282	The amount of bond proceeds indicated in Cell C-4 was transferred to the City per the BEA approved by DOF on 3-20-16 (per OSB Reso 2016-02). The amount in Cell G-4 was programmed for ROPS 16-17 A & B costs.						
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	7,628,968				1,033,955								
5	ROPS 15-16 RPTTF Balances Remaining							No entry required						
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)	\$	\$	\$	\$	\$	\$	\$						

