AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

May 22, 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; scheduled meeting of the Banning Utility Authority, a joint meeting of the Banning City Council and the Banning Utility Authority, and a joint meeting of the Banning City Council, the Banning Utility Authority, and the Banning City Council sitting in its capacity of the Successor Agency Board.

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

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

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

I. 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. Proposed Water and Wastewater Rate Increases in Accordance with Proposition 218 ..... **1**
   (Staff Report – Rochelle Clayton, Interim City Manager)

Recommendation: **Conduct a Public Hearing as indicated on the Proposition 218 notice mailed on March 30, 2018, to customers and property owners for the proposed update to Water and Wastewater rates in compliance with all requirements of Proposition 218 and California State Law.**

RECESS THE SCHEDULED MEETING OF THE BANNING UTILITY AUTHORITY AND RECONVENE THE REGULAR MEETING OF THE BANNING CITY COUNCIL

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

1. Minutes – Special Meeting – 5/8/2018 (Workshop) **61**
2. Minutes – Special Meeting – 5/8/2018 (Closed Session)..... **93**
3. Minutes – Regular Meeting – 5/8/2018 ..... **95**
4. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of April 2018 ..... **115**
5. Public Works Capital Improvement Project Status List **147**
6. 2nd Reading of Ordinance 1520, Amending Existing Sections of Chapter 12.52 of the Banning Municipal Code that Established a Local Development Mitigation Fee for the Funding and Preservation of Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan to Bring those Sections Into Conformance with the Updated Standards and Provisions..... **151**

7. 2nd Reading of Ordinance 1521, Amending Section 8.020.070 of the Banning Municipal Code to Establish Additional Penalties for Violating the Citywide Prohibition on Fireworks **155**
8. Resolution 2018-60, Accepting the Grant of Right of Way from the Bureau of Indian Affairs on Behalf of the Morongo Band of Mission Indians for the Alignment and Widening of the Intersection of Hathaway Street and Wilson Street **159**
9. Bulky Item Community Clean-Up Event Update **199**
10. Resolution 2018-66, Opposing SB1302 Removing the Ability for Local Jurisdictions to Decide if Cannabis Deliveries Should be Allowed **201**

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

V. REPORTS OF OFFICERS

1. Resolution 2018-58, Approving a Three (3) Year Agreement with Riverside County Fire Department **221**
(Staff Report – Tim Chavez, Battalion Chief)

Recommendation: **Adopt Resolution 2018-58, approving a three-year agreement with Riverside County Fire Department to provide medical, fire protection and other emergency response services.**

2. Report from Grand Jury **251**
(Staff Report – Rochelle Clayton, Interim City Manager)

Recommendation: **Receive and file report from the Grand Jury and direct staff to prepare a response.**

3. Resolution 2018-52, Approving an Agreement with the County of Riverside Department of Animal Services to Provide Basic Animal Shelter Services, Field Operations, and Licensing Services for Fiscal Year 2018-2019 in an Amount Not to Exceed $204,372 ..... **265**
(Staff Report – Rochelle Clayton, Interim City Manager)

Recommendation: **Adopt Resolution 2018-52, approving an agreement with Riverside County Department of Animal Services to provide basic animal sheltering services, field operations, and licensing services from July 1, 2018 through June 30, 2019, and authorizing the Interim City Manager to execute the agreement.**

4. Ordinance 1522, Amending Title 6 of the Banning Municipal Code to Regulate and Control the Keeping of Animals **295**
(Staff Report – Rochelle Clayton, Interim City Manager)

Recommendation: **Introduce Ordinance 1522, amending the Banning Municipal Code for first reading and place Ordinance 1522 on the June 12, 2018, Agenda for second reading.**

Mayor asks the City Clerk to read the title of Ordinance 1522

"An Ordinance of the City of Banning, California, Adopting by Reference Title 6, Animals, of the Riverside County Code as the City's Animal Control Ordinance, and Amending the Banning Municipal Code."

Motion: **I move to waive further reading of Ordinance 1522** (Requires a majority vote of the Council)

Motion: **I move that Ordinance No. 1522 pass its first reading.**

5. Resolution 2018-48, Awarding a Professional Services Agreement to Albert A. Webb Associates for Active Transportation Plan Cycle 2 Design Services **323**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-48; 1) awarding a Professional Services Agreement for Active Transportation Plan (ATP) Cycle 2 Design Services to Albert A. Webb Associates in the amount of $127,696 and approving a 10% contingency for a total project budget of $140,466, 2) authorizing the Interim City Manager or her designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement and to approve change orders within the 10% contingency, and 3) authorizing the Interim City Manager or her designee to execute the Professional Services Agreement with Albert A. Webb Associates in the amount of $127,696.**

6. Resolution 2018-54, Approving Amendment No. 3 to the Contract Services Agreement with Merchants Building Maintenance, LLC for Custodial Services **401**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-54; approving Amendment No. 3 to the Contract Services Agreement with Merchants Building Maintenance, LLC, for the not to exceed total of $70,693 for Fiscal Year 2018/2019, adding quarterly carpet and window cleaning at the Community and Senior Center to the scope of work, and extending the term of the agreement to June 30, 2019.**

7. Resolution 2018-49, Approving Amendment No. 8 to the Agreement for Contractual Services with Romo Planning Group **415**
(Staff Report – Patty Nevins, Community Development Director)

Recommendation: **Adopt Resolution 2018-49, approving a one year extension to an existing Agreement for Contractual Services between the City of Banning and Romo Planning Group to provide temporary planning services through June 30, 2019, and amending the agreement to include additional compensation for additional services in an amount not to exceed $199,680.**

8. Planning Commissioner Resignation & Recruitment **471**
(Staff Report – Patty Nevins, Community Development Director)

Recommendation: **Direct staff to post a special notice to fill the vacancy until January 2019.**

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

I. REPORT OF OFFICERS

1. Resolution 2018-39 and Resolution 2018-06 UA, Authorizing the Submittal of an Application for Grant Funds from the Bureau of Reclamation WaterSMART. Water and Energy Efficiency Grants Program for Fiscal Year 2018, Funding Opportunity No. BOR-DO-18-F006..... **479**
(Staff- Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2018-39 and Resolution 2018-06 UA; 1) authorizing the City to apply for grant funds from the Bureau of Reclamation WaterSMART. Water and Energy Efficiency Grants Program for FY 2018, and provide the required local match, if awarded, and 2) authorize the Interim City Manager or her designee to accept and receive grant funding and make necessary budget adjustments and appropriations.**

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

I. REPORT OF OFFICERS

1. Resolutions 2018-65, 2018-02 SA, and 2018-06 UA, Approving Amendment No. 2 to the Professional Services Agreement with Lance, Soll, and Lunghard, LLP CPAs for Financial Auditing Services **567**
(Staff Report – Suzanne Cook, Deputy Finance Director)

Recommendation: **Adopt Resolutions 2018-65, 2018-02 SA, and 2018-06 UA, approving Amendment No. 2 to the Professional Services Agreement with Lance, Soll, and Lunghard, LLP CPAs to exercise the options for the audit periods covering Fiscal Years ended June 30, 2018 and June 30, 209 and authorize the Interim City Manager to execute the amendment to the contract.**

ADJOURN THE JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING UTILITY AUTHORITY, THE JOINT MEETING OF THE BANNING CITY COUNCIL, THE CITY COUNCIL SITTING IN ITS CAPACITY AS THE SUCCESSOR AGENCY BOARD, AND THE BANNING UTILITY AUTHORITY, AND THE REGULAR MEETING OF THE BANNING UTILITY AUTHORITY, AND RECONVENE THE REGULAR CITY COUNCIL MEETING

BANNING UTILITY AUTHORITY (BUA) – Next Meeting, June 12, 2018, 5:00 p.m.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

VI. ITEMS FOR FUTURE AGENDAS

New items –

Pending Items – City Council

1. Information Technology – Media Room/Production Set
2. Update on Armory Lease
3. Mills Act – Additional Information
4. WRCOG HERO Program
5. Highland Home Road Interchange
6. Fee Waiver Update (November)
7. Assembly Bills – Staff Analysis
8. Council Refresher on Directing Staff

VII. 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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CITY OF BANNING
UTILITY AUTHORITY REPORT

TO:	**BANNING UTILITY AUTHORITY**
FROM:	**Rochelle Clayton, Interim City Manager**
PREPARED BY:	**Rochelle Clayton, Interim City Manager**
MEETING DATE:	**May 22, 2018**
SUBJECT:	**Public Hearing for the Proposed Water and Wastewater Rate Increases in accordance with California Proposition 218**

RECOMMENDATION:

Open the Public Hearing at 5:00 p.m. as indicated on the Proposition 218 notice mailed on March 30, 2018, to customers and property owners for the proposed update to Water and Wastewater rates in compliance with all requirements of Proposition 218 and California State Law.

JUSTIFICATION:

The purpose of the rate study was to identify the cost of service to deliver safe and reliable water, collect and treat wastewater, and maintain the infrastructure associated with both the water and wastewater systems.

On August 22, 2017, Willdan Financial Services ("Willdan") presented their rate analysis to Council with proposed rates based on the current operating costs and Capital Improvement Plan. The proposed increases on the consumption rates were 19%, 18%, 18%, 5% and 3% annually over five years. At that meeting, Council gave direction for staff to work with the Budget and Finance Committee to identify what options were available to allow for a lesser rate increase.

Staff presented the operating and capital costs to the Budget and Finance Committee ("Committee"), including the comprehensive Capital Improvement Plan ("CIP"). The Committee requested that staff reduce the CIPs by 25%, 50%, and 75% to determine which CIP cuts would allow for a 3% rate increase annually over five years. A 75% reduction of CIPs accommodated the 3% rate increase.

At a workshop on January 9, 2018, Staff presented to Council the proposed CIP cuts to accommodate Willdan's updated (reduced) proposed rate increases to 3% annually over five years. Council supported the 75% reduction of the Capital Improvement Plan for Water and Wastewater, resulting in the deferred capital projects identified in Appendix E of Willdan's final report, while the reduced Capital Improvement Plan is found on appendices pages A-7 and B-6 of the report.

BACKGROUND:

The last rate study was completed in 2010 and prior to that was 2003. In October 2013, the Banning Utility Authority approved the contract with Willdan to complete this Rate Study. Willdan completed nearly all of the work on the Rate Study, however on May 28, 2014 the Office of Administrative Law ("OAL") approved regulations, which were effective on July 1, 2014, for the reduction in chromium-6 standards to 10 parts per billion ("PPB") from 50 PPB in California.

Due to Banning having more than a third of the City's water wells affected by the updated regulation, Council gave direction to stop the study as the cost of treating for chromium-6 needed to be better understood prior to finalizing the study. On March 28, 2017, Willdan's contract was amended to allow them to complete the study. Further, based on the recent repeal in the chromium-6 standard of 10 PPB in California, Willdan has based the proposed rates without the cost of the City treating for chromium-6.

CUSTOMER & PROPERTY OWNER PROTEST PROCESS:

The Proposition 218 notice was mailed on March 30, 2018, which was amended per Council direction and public comment received on March 13, 2018, as well as subsequent Council direction. The notice was mailed in English and indicated that a Spanish version was available by calling customer service or on the City's website. It was also available at the Counter when customers came in.

A protest form was attached, with instructions to detach and mail or deliver to the City Clerk, or in person by the close of the Public Hearing.

The Deputy City Clerk received and stamped in each Protest Form. Each form was jointly verified with another employee, logged, and locked up in the City Clerk's vault. Prior to the posting of the agenda for the Public Hearing, the City received 202 verified protests for the proposed water and wastewater rate increases, and 11 verified protests for the proposed water rate increase. Staff will provide an update with additional protests received at the start of the hearing.

Under Proposition 218, the City must receive fifty percent (50%) plus one (1) protests for a majority protest to prohibit the proposed rate increases. If a majority protest is not received, the effective date of the proposed rate increases begin July 1, 2018, and increase on July 1st for each subsequent four (4) years, with the last increase effective on July 1, 2022.

AT THE CONCLUSION OF THE PUBLIC HEARING:

1. Protests received during the hearing will be verified and added to the total count received prior to posting the Public Hearing agenda.

2. The City Attorney shall announce the total number of protests received for both Water and Wastewater proposed rate increases.

ATTACHMENTS:

1. Proposition 218 Notice in English

2. Proposition 218 Notice in Spanish

3. Water and Wastewater Rate Study by Willdan

4. PROPOSED Water & Wastewater Rates Comparison to Local Agencies

Approved by:

Rochelle Clayton, Interim City Manager

ATTACHMENT 1

PROPOSITION 218 NOTICE - English

Notice to Property Owners of Public Hearing
Regarding Proposed Water and Sewer Rate Changes

Hearing Date & Time: May 22, 2018 at 5:00 p.m.
Hearing Location: Banning Civic Center Council Chambers
99 E Ramsey Street, Banning, CA 92220

Why are you receiving this notice?

The City of Banning (the "City") is mailing this notice to you because you are a water and/or sewer customer directly liable for payment of water and/or sewer service fees, or are the owner of record of a property that receives one or both of the services. This notice describes proposed **rate changes** to be implemented to recover cost of providing water and sewer service to City customers, and provides a notice of a public hearing to be held on **May 22, 2018** regarding these proposed changes.

Monthly water and sewer service fees are the primary source of revenue used to pay for the water and sewer systems that provide services to customers. Expenses for those services include, but are not limited to, operations and maintenance, debt service, major and minor capital improvements, administration, as well as costs related to prudent long-term operational, capital planning and financial management of the systems. Financial management would include maintaining adequate fund reserves and planning for contingencies.

The average single-family residential customer in Banning has a 3/4-inch meter and uses approximately 14 hundred cubic feet (HCF) of water per month. Based on that average usage, the current monthly water cost is $47.70. Assuming the same average usage, in year one the proposed rate adjustment will result in a $1.49 increase on the monthly bill to $49.19, beginning with the bill received in August 2018. The approximate annual increase is $16.68 to $19.08 in years two through five, and the cumulative 5-year increase results in an approximate total of $90.72 for the average single-family residential customer based on 14 HCF usage.

The sewer rate for a residential customer is a flat rate of $20.48 a month. The proposed sewer rate adjustment will result in a $0.61 increase on the monthly bill to $21.09 for a single-family residence. The proposed monthly sewer rates over the next five years result in an annual increase of $7.32 to $8.28 and a cumulative 5-year increase of $39.12.

TABLE OF PROPOSED RATE ADJUSTMENTS FROM FY 2019 TO FY 2023

RESIDENTIAL CUSTOMER BILL WITH ¾-INCH METER AND USING 14 HCF OF WATER						
	Current	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Water Bill						
Fixed Monthly Charge						
Varies by meter size						
¾- inch shown	$20.94	$21.57	$22.22	$22.88	$23.57	$24.28
Volume Rate						
0 – 12 HCF	$1.84	$1.90	$1.95	$2.01	$2.07	$2.13
13 – 25 HCF	2.34	2.41	2.48	2.56	2.63	2.71
> 26 HCF	2.64	2.72	2.80	2.88	2.97	3.06
Total Water Bill	**$47.70**	**$49.19**	**$50.58**	**$52.12**	**$53.67**	**$55.26**
Sewer + Tertiary Bill						
Flat Rate	**$20.48**	**$21.09**	**$21.73**	**$22.38**	**$23.05**	**$23.74**

Why are Rate Increases needed?

The City of Banning is committed to providing high quality, reliable water service at the lowest possible rates for our customers. It is critically important for the City to continually maintain, repair and improve the assets it holds, and keep pace with ever increasing operating costs. In recent years, the City has been forced to use cash reserves to pay for operating costs and expenses. These costs include operating, maintaining, repairing and replacing infrastructure. The proposed water and sewer rates will ensure that the utilities collect sufficient revenue to cover fixed expenses, fund capital improvements and build up cash reserves to fund ongoing repair and replacement of the water and sewer systems to address aging system components.

Over the next five years, the City has planned capital improvements to replace water transmission mains and pipes as well as equip wells to provide for ongoing water service. In addition, the City has planned capital improvements to the City's Wastewater Treatment Facility (WWTF) and sewer system.

The proposed rates are calculated using the costs associated with providing the service to each customer class. These costs include, but are not limited to operations, maintenance, required repairs and/or replacement of aging system components. Since some costs are fixed in nature and some costs fluctuate based on system demands, there are two types of revenue rates: fixed costs and variable/volumetric costs.

The fixed monthly service charge recovers the fixed costs of providing water services, which are allocated based on number of accounts and the size of a customer's water meter. The volume rate recovers the variable costs of providing water treatment and the costs associated with the delivery of water, which are allocated based on the demand (amount of base & peak usage) that each customer class places on the water utility. Sewer rates are designed to recover the cost of collection and treatment of sewer flows, and maintains the existing rate structure of a monthly fixed charge for residential customers and a fixed charge per equivalent dwelling unit (EDU) basis for non-residential customers.

What do the new rates look like?

The following tables identify the "customer classes" and the Fixed and Volume (variable) Rates that are currently set to be implemented on July 1, 2018, and the proposed rates which, if approved, will be implemented annually on the July 1st.

TABLE OF PROPOSED WATER FIXED RATES BY METER SIZE:

Proposed Monthly Water Fixed Charges						
Meter Size	Current	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
5/8-inch	$20.94	$21.57	$22.22	$22.88	$23.57	$24.28
3/4-inch	20.94	21.57	22.22	22.88	23.57	24.28
1-inch	31.75	32.70	33.68	34.69	35.73	36.81
1 ½-inch	58.74	60.50	62.32	64.19	66.11	68.10
2-inch	91.14	93.87	96.69	99.59	102.58	105.66
3-inch	166.77	171.77	176.93	182.23	187.70	193.33
4-inch	274.83	283.07	291.57	300.31	309.32	318.60
6-inch	544.79	561.13	577.97	595.31	613.17	631.56
8-inch	868.83	894.89	921.74	949.39	977.88	1,007.21

TABLE OF PROPOSED WATER CONSUMPTION RATES BY TIER & CLASS:

Proposed Water Volumetric Rates						
	Rate per HCF of Water Use					
HCF per Month	Current	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
0 – 12	$1.84	$1.90	$1.95	$2.01	$2.07	$2.13
13 – 25	2.34	2.41	2.48	2.56	2.63	2.71
> 25	2.64	2.72	2.80	2.88	2.97	3.06
City Facilities/Parks	0.58	0.60	0.62	0.63	0.65	0.67

TABLE OF PROPOSED SEWER RATES BY CUSTOMER CLASS:

Proposed Sewer Rates						
Customer Class	Current	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Residential	$18.48	$19.03	$19.61	$20.19	$20.80	$21.42
Commercial ($/EDU)	18.48	19.03	19.61	20.19	20.80	21.42
Tertiary Surcharge ($/EDU)	2.00	2.06	2.12	2.19	2.25	2.32
COMBINED ON BILL	$20.48	$21.09	$21.73	$22.38	$23.05	$23.74

How do you file a protest or participate in the public hearing?

Any property owner of a parcel subject to City water and/or sewer service fees or any tenant directly responsible for the payment of water and/or sewer service fees (i.e., a customer of record) may submit a written protest to the proposed rate changes. Only one protest will be counted per identified parcel. Should there be property owners who own multiple properties and wish to submit a protest letter, they may list those properties with the respective parcel number on one letter and each parcel will be counted provided there were no other letters received for that parcel.

Every written protest MUST include ALL of the following to be counted:

(1) State that the identified property owner or customer of record is in opposition to the proposed rate changes;

(2) Provide the location of the identified parcel by including the street address or assessor's parcel number (APN);

(3) Include the name and signature of the property owner or customer of record submitting the protest.

Written protests may be submitted by mail to the City Clerk at: 99 E Ramsey Street, Banning, CA 92220, in person to the City Clerk, or at the Public Hearing (date and time noted above). Regardless of how the written protest is submitted, it must be received by the City prior to the conclusion of the public comment portion of the Public Hearing. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the City Clerk, that the enclosed protest is for the Public Hearing on the Proposed Rate Changes - Water and Sewer Service Fees.

The City Council will hear and consider all written and oral protests to the proposed rate changes at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, there will be no more written protests accepted and no more testimony taken and the City

Notice of Proposed Water and Sewer Rate Changes

Council will consider adoption of the proposed rates for water and sewer service described in this notice. If written protests against the proposed rates, as outlined above, are not presented by a ***majority*** of property owners or customers of record, the City Council will be authorized to implement the proposed rates. If adopted, the rates for water and sewer will be in effect beginning July 1, 2018, and would be reflected in the bill you receive in August 2018.

If you have any questions about the proposed rate changes or would like to see more information about data used for the study, please call: (951) 922-3109 8:00 a.m. to 5:00 p.m. Monday through Thursday. Additional information and documents related to the proposed rate changes can be found on the City of Banning's website at www.Banning.ca.gov. **IF YOU WOULD LIKE THIS NOTICE IN SPANISH, CALL: (951) 922-3105 8:00 a.m. to 5:00 p.m.**

DETACH FORM BELOW TO SUBMIT PROTEST:

PROPOSITION 218 PROTEST FORM

SUBMIT TO	**SUBMIT BY**
CITY CLERK **99 E. RAMSEY STREET** **BANNING, CA 92220**	**5:00 P.M.** **MAY 22, 2018** **Must submit protest by close of comment period at public hearing**

By checking the applicable box(es) and signing the form below, I protest the proposed water and/or wastewater service rates. I affirm under penalty of law that I am the owner of the parcel or customer of the address below.

☐ WATER RATES ☐ WASTE WATER RATES ☐ BOTH RATES

Property Owner or Parcel Information

Property Owner Name: _____

Assessor's Parcel Number (APN): _____

Street Address: _____

City, State, Zip Code: _____

Customer Information

Customer Name: _____

Customer Account Number: _____

Service Street Address: _____

City, State, Zip Code: _____

Property Owner or Customer Signature: _____

SIGNATURE DATE: _____

ATTACHMENT 2

PROPOSITION 218 NOTICE - Spanish

Aviso de la Audiencia Pública a los Dueños de Propiedades sobre los cambios propuestos en la Tarifa del Agua y del Alcantarillado

Fecha y Hora de la Audiencia: 22 mayo 2018 a las 5:00 p.m.
Lugar de la Audiencia: Salas del Consejo del Centro Cívico de Banning
99 E Ramsey Street, Banning, CA 92220

¿Por qué usted está recibiendo este aviso?

La Ciudad de Banning (la "Ciudad") le envía a usted este aviso por correo porque usted es un cliente de agua y/o alcantarillado directamente responsable del pago de la tasa de los servicios de agua y/o alcantarillado, o es el dueño del registro de la propiedad que recibe uno o ambos servicios. Este aviso describe los **cambios de la tarifa** propuestos a ser implementados para recuperar el costo de proporcionar el servicio de agua y alcantarillado a los clientes de la Ciudad, y proporciona un aviso de una audiencia pública que tendrá lugar el **22 de mayo de 2018** acerca de estos cambios propuestos.

Las tarifas mensuales del servicio de agua y alcantarillado son la fuente principal de ingreso usado para pagar los sistemas de agua y alcantarillado que proporcionan servicios a los clientes. Los gastos para esos servicios incluyen, pero no se limitan a, operaciones y mantenimiento, servicio de deuda, mejoras fundamentales mayores o menores, la administración, así como también los costos operacionales relativos a una planificación operativa prudente y a largo plazo del capital y la gestión financiera de los sistemas. La gestión financiera incluiría el mantenimiento adecuado de las reservas de los fondos y la planificación para contingencias.

El cliente medio de una residencia unifamiliar en Banning tiene un medidor de ¾ de pulgada y usa aproximadamente 1400 pies cúbicos (14 HCF) de agua al mes. Basado en ese uso, el costo mensual de agua actual es $47.70. Asumiendo la misma media de uso, en el año uno el ajuste de la tarifa propuesto resultará en un incremento de $1.49 en la factura mensual de $49.19, comenzando con la factura recibida en agosto de 2018. El incremento anual aproximado es de $16.68 a $19.08 en los años dos hasta el cinco, y el incremento acumulado en 5 años resultará en un total aproximado de $90.72 para el cliente medio de una residencia unifamiliar basado en el uso de 14 HCF.

La tarifa de alcantarillado para un cliente residencial es una tarifa fija de $20.48 al mes. El ajuste propuesto de la tarifa del alcantarillado resultará en un incremento en la factura mensual de $0.61 hasta $21.09 para una residencia unifamiliar. Las tarifas mensuales propuestas para el alcantarillado en los próximos cinco años resultarán en un incremento anual de $7.32 a $8.28 y un incremento acumulativo en 5 años de $39.12.

TABLA AJUSTES DE TARIFA PROPUESTOS DEL AÑO FISCAL (FY) 2019

AL AÑO FISCAL (FY) 2023

FACTURA DE CLIENTE RESIDENTIAL CON MEDIDOR DE ¾-PULGADA Y USO DE 14 HCF DE AGUA						
	Actual	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Factura de Agua						
Precio Mensual Fijo						
Cambia según tamaño medidor se muestra el de ¾ de pulgada	$20.94	$21.57	$22.22	$22.88	$23.57	$24.28
Tarifa de volumen						
0 – 12 HCF	$1.84	$1.90	$1.95	$2.01	$2.07	$2.13
13 – 25 HCF	2.34	2.41	2.48	2.56	2.63	2.71
Mas de 26 HCF	2.64	2.72	2.80	2.88	2.97	3.06
Total Factura de Agua	**$47.70**	**$49.19**	**$50.58**	**$52.12**	**$53.67**	**$55.26**
Factura Alcantarillado + Tercero						
Tarifa Plana	**$20.48**	**$21.09**	**$21.73**	**$22.38**	**$23.05**	**$23.74**

¿Por qué se necesitan los incrementos?

La Ciudad de Banning está comprometida con proporcionar a nuestros clientes un servicio de agua confiable y de alta calidad con las tarifas más bajas posibles. Es tremendamente importante para la Ciudad mantener, reparar y mejorar continuamente los activos que posee y mantener el ritmo de los costos operativos crecientes. En los últimos años, la Ciudad se ha visto forzada a usar reservas de dinero en efectivo para pagar costos y gastos operativos. Estos costos incluyen mantenimiento, reparación y reemplazar infraestructura. Las tarifas de agua y alcantarillado propuestas van a asegurar que las empresas de servicios públicos obtengan suficientes ingresos para cubrir los gastos fijos, financiar mejoras fundamentales y acumular reservas de efectivo para financiar la reparación y el reemplazo de los sistemas de agua y alcantarillado para abordar los componentes envejecidos del sistema.

Durante los próximos cinco años, la Ciudad ha planificado mejoras para reemplazar tubos de transmisión de agua y tuberías, así como también para equipar pozos de agua para dar un servicio continuo de agua. Además, la Ciudad ha planeado mejoras en la Instalación de Tratamiento de Aguas Residuales (WWTF, del inglés WasteWater Treatment Facility) y en el sistema de alcantarillado de la Ciudad.

Las tarifas propuestas se calculan usando los costos asociados con proporcionar el servicio a cada tipo de cliente. Estos costos incluyen, pero no se limitan, a las operaciones, el mantenimiento, reparaciones requeridas y/o reemplazo de componentes viejos del sistema. Dado que algunos costos son fijos por naturaleza y algunos costos fluctúan basándose en las necesidades del sistema, hay dos tipos de tarifas de ingreso: costos fijos y costos variables/volumétricos.

El cargo fijo del servicio mensual recupera los costos fijos de proporcionar los servicios de agua, los cuales se asignan basado en el número de cuentas y el tamaño del medidor de agua del cliente. La tarifa del volumen recupera los costos variables de proporcionar tratamiento al agua y los costos asociados con la entrega del agua, los cuales se asignan basado en la demanda (cantidad base del uso y pico del uso) que cada tipo de cliente pone en la empresa de aguas. Las tarifas de acantilado están diseñadas para recuperar el costo de recoger y tratar los flujos del alcantarillado, y mantiene la estructura actual de tarifas basada en un cargo fijo mensual para los clientes residenciales y un cargo fijo mensual por unidad de vivienda equivalente (EDU) para clientes no residenciales.

¿Cómo son las nuevas tarifas?

Las tablas siguientes identifican los 'tipos de clientes" y las Tarifas Fijas y de Volumen (variable) que están actualmente establecidas para ser implementadas el 1 de julio de 2018, y las tarifas propuestas, las cuales, si se aprueban, se implementarán el 1 de julio.

TABLA DE TARIFAS FIJAS PROPUESTAS SEGÚN EL TAMAÑO DEL MEDIDOR:

Cargos Fijos de Agua Mensuales Propuestos						
Tamaño del medidor	Actual	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
5/8-inch	$20.94	$21.57	$22.22	$22.88	$23.57	$24.28
3/4-inch	20.94	21.57	22.22	22.88	23.57	24.28
1-inch	31.75	32.70	33.68	34.69	35.73	36.81
1 ½-inch	58.74	60.50	62.32	64.19	66.11	68.10
2-inch	91.14	93.87	96.69	99.59	102.58	105.66
3-inch	166.77	171.77	176.93	182.23	187.70	193.33
4-inch	274.83	283.07	291.57	300.31	309.32	318.60
6-inch	544.79	561.13	577.97	595.31	613.17	631.56
8-inch	868.83	894.89	921.74	949.39	977.88	1,007.21

TABLA DE TARIFAS PROPUESTAS DE CONSUMO DE AGUA POR NIVEL Y TIPO:

Tarifas Volumétricas de Agua Propuestas						
	Tarifa por HCF de Agua Usada					
HCF al mes	Actual	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
0 – 12	$1.84	$1.90	$1.95	$2.01	$2.07	$2.13
13 – 25	2.34	2.41	2.48	2.56	2.63	2.71
> 25	2.64	2.72	2.80	2.88	2.97	3.06
Instalaciones/Parques de la Ciudad	0.58	0.60	0.62	0.63	0.65	0.67

TABLA DE TARIFAS PROPUESTAS DE ALCANTARILLADO POR TIPO DE CLIENTE:

Tarifas de Alcantarillado Propuestas						
Tipo de Cliente	Actual	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Residencial	$18.48	$19.03	$19.61	$20.19	$20.80	$21.42
Comercial ($/EDU)	18.48	19.03	19.61	20.19	20.80	21.42
Recargo Terciario ($/EDU)	2.00	2.06	2.12	2.19	2.25	2.32
COMBINADO EN FACTURA	$20.48	$21.09	$21.73	$22.38	$23.05	$23.74

¿Cómo usted puede presentar una protesta o participar en la audiencia pública?

Cualquier propietario de una parcela sujeta a las tasas del servicio de agua y/o alcantarillado de la Ciudad o cualquier inquilino directamente responsable por el pago de la cuota del servicio de agua y/o de alcantarillado (esto es, un cliente registrado) puede presentar una protesta por escrito a los cambios de la tarifa propuestos. Se contará una sola protesta por cada parcela identificada. Si hubiera propietarios que poseen propiedades múltiples y deseen presentar una carta de protesta, ellos pueden listar esas propiedades con el número de parcela respectivo en una carta y cada parcela se contará, siempre y cuando que no se reciban otras cartas para esa parcela.

Cada protesta por escrito DEBE incluir TODOS los puntos siguientes para que se cuente:

(1) Declarar que el propietario o cliente registrado identificado se opone a los cambios propuestos en las tarifas;

(2) Proporcionar el lugar de la parcela identificada, incluyendo la dirección de la calle o el número de parcela del tasador (APN, del inglés Assessor's Parcel Number);

(3) Incluir el nombre y la firma del dueño o cliente registrado de la propiedad que presenta la protesta.

Las protestas por escrito se pueden enviar por correo al Secretario Municipal en el 99 E Ramsey Street, Banning, CA 92220, presentar en persona al Secretario Municipal, o en la Audiencia Pública (fecha y hora indicadas anteriormente). Independientemente de cómo se presente la protesta por escrito, la Ciudad debe recibirla antes de la conclusión de la parte de los comentarios públicos de la Audiencia Pública. No se aceptarán protestas enviadas por correo electrónico u otros medios electrónicos. Por favor, identifique en el frente del sobre, para cualquier protesta por escrito, ya sea enviada por correo o entregada en persona al Secretario Municipal, que la protesta adjuntada es para la Audiencia Pública sobre los Cambios de Tarifas Propuestos - Tasas del Servicio de Agua y Alcantarillado.

En la Audiencia Pública, el Consejo de la Ciudad escuchará y tendrá en consideración todas las protestas verbales y por escrito sobre los cambios de tarifa propuestos. Los comentarios verbales en la Audiencia Pública no cualificarán como protestas formales si no están acompañadas de una protesta por escrito. A la conclusión de la Audiencia Pública,

no se aceptarán más propuestas por escrito y no será tenido en cuenta ningún testimonio más, y el Consejo de la Ciudad considerará adoptar las tarifas propuestas para el servicio de agua y alcantarillado descritos en este aviso. Si las protestas por escrito contra las tarifas propuestas, como se describen anteriormente, no son presentadas por una ***mayoría*** de los dueños o clientes registrados de la propiedad, el Consejo de la Ciudad autorizará la implementación de las tarifas propuestas. Si se adoptan, las tarifas para el agua y el alcantarillado se harán efectivas comenzando el 1 de julio de 2018, y se reflejarán en la factura que usted reciba en agosto de 2018.

Si usted tiene cualquier pregunta sobre los cambios de la tarifa propuestos o si le gustaría tener más información sobre los datos usados para el estudio, por favor llame al (951) 922-3109, de 8:00 a.m. a 5:00 p.m., de lunes a viernes. Se puede encontrar información adicional y documentos relativos a los cambios de la tarifa propuestos en la página Web de la Ciudad de Banning en www.Banning.ca.gov. **SI DESEA ESTE AVISO EN ESPAÑOL, LLAME AL (951) 922-3105 de 8:00 a.m. a 5:00 p.m.**

SEPARE EL FORMULARIO DE ABAJO PARA PRESENTAR LA PROTESTA:

FORMULARIO DE PROTESTA CONTRA LA PROPOSITION 218

PRESENTAR AL	**PRESENTARLO ANTES DE**
CITY CLERK **99 E. RAMSEY STREET** **BANNING, CA 92220**	**5:00 P.M.** **22 de MAYO de 2018** **Debe presentar la protesta antes del cierre del periodo de comentarios en la audiencia pública.**

Comprobando las casillas aplicables y firmar el formulario de abajo, protesto el agua propuesto o tarifas de los servicios de aguas residuales. Afirmo bajo pena de ley que yo soy el dueño de la parcela o el cliente de la siguiente dirección.

☐ Agua ☐ Alcantarillado ☐ Agua y Alcantarillado

Dueño de la Propiedad o Información de la Parcela

Nombre del Dueño de la Propiedad: _____

Número de Parcela del Tasador (APN): _____

Dirección de la Calle: _____

Ciudad, Estado, Código Postal: _____

Información del cliente

Nombre del cliente: _____

Número de Cuenta del cliente: _____

Dirección de la calle del servicio: _____

Ciudad, Estado, Código Postal: _____

Firma del Dueño de la Propiedad o del Cliente: _____

FECHA DE LA FIRMA: _____

ATTACHMENT 3

WATER & WASTEWATER RATE STUDY
REPORT by Willdan

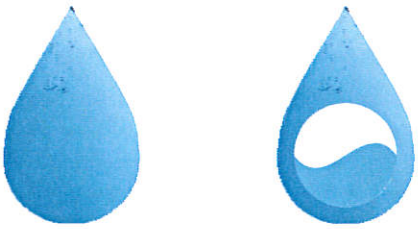
CITY OF BANNING

FINAL REPORT 2018

MARCH 7

RATE STUDY

WATER WASTEWATER



WILLDAN

Table of Contents

Section 1 - Introduction 1

1.1. Introduction 1

1.2. Goals and Objectives 1

1.3. Overview of the Rate Study Process 1

1.4. Organization of this Report 2

1.5. Reliance on Data 3

1.6. Acknowledgements 3

Section 2 - Overview of Utility Rate-Making Principles, Processes and Issues 4

2.1. Introduction 4

2.2. Discussion of General Rate-Making Principles 5

2.3. The Revenue Sufficiency Process 6

2.3.1 Determination of the Revenue Requirements 6

Considerations in Setting Revenue Requirements 6

Capital Budgeting and Financing 6

Capital Funding: Debt vs. PAYGO 7

Financial Planning 7

2.4. The Cost Allocation Process 8

2.5. The Rate Design Process 8

2.6. Financial Management Goals of the City 10

Section 3 - Rate Study Development and Results 11

3.1. Revenue Sufficiency Analysis 11

3.2. Rate Design Analysis 18

Section 4 - Conclusions and Recommendations 23

4.1. Conclusions 23

4.2. Recommendations 23

Section 1 - Introduction

1.1. Introduction

Willdan Financial Services ("Willdan") was retained by the City of Banning, California ("City") to conduct a Water and Wastewater Rate Study ("Rate Study") for the City's Water and Wastewater utilities ("Utilites"). This report details the results of the Rate Study analysis for the forecast period, Fiscal Year (FY) 2017-18 to FY 2026-27.

The results of the Rate Study presented herein include a financial plan and rate structure designed to provide revenues sufficient to fund the ongoing operating and Council approved capital costs necessary to operate the City's water and wastewater utilities, while meeting the financial requirements and goals set forth by the City for the water and wastewater enterprise funds.

1.2. Goals and Objectives

The primary goal of the Rate Study was to develop cost based rates that will allow the City to meet its ongoing costs (operations & maintenance and capital), and to maintain industry standard financially prudent cash reserves for the utilities. More specifically the Rate Study was undertaken to:

- Conduct the analysis in accordance with industry standards consistent with American Water Works ("AWWA") and Water Environment Federation ("WEF") guidelines;
- Develop financial plans and rates consistent with industry standards and best practices while recognizing the needs specific to the City;
- Recommend rates that will meet the City's revenue requirements based on City specific water and wastewater utility operating and capital costs and reserve requirements; and
- Recommend rates that adhere to and meet Proposition 218 requirements.

1.3. Overview of the Rate Study Process

The Rate Study process consisted of two primary study components. First, a determination of the adequacy of system revenues to meet system expenses during the study forecast period was made. The result of this analysis, known as the Revenue Sufficiency Analysis, is an assessment of the ability of the existing water and sewer rate revenue streams to meet the projected financial requirements of the

systems during the forecast period. This analysis also identifies, to the extent required, the magnitude and timing of any required rate adjustments.

Second, specific rates and charges were developed which when implemented, would provide sufficient revenue, as identified in the Revenue Sufficiency Analysis, to recover costs in a manner consistent with general rate-making practices. This step is known as the Rate Design Analysis.

1.4. Organization of this Report

This Rate Study presents an overview of the rate-making concepts utilized in the development of the analysis outlined in this report. The analysis is followed by a discussion of the data, assumptions and results associated with each component of the analysis. Finally, appendices with detailed schedules are presented for further investigation into the data, assumptions and calculations which drive the results presented in this Rate Study. The report is organized as follows:

- Section 1 - Introduction
- Section 2 – Overview of Utility Rate-Making Principles, Processes and Issues
- Section 3 – Rate Study Development and Results
- Section 4 – Conclusions and Recommendations
- Appendix A – Water Financial Plan
- Appendix B - Sewer Financial Plan
- Appendix C – Water Rates
- Appendix D – Sewer Rates
- Appendix E – Full Capital Improvements Program

1.5. Reliance on Data

During the course of this project the City (and/or its representatives) provided Willdan with a variety of technical information, including cost and revenue data. Willdan did not independently assess or test for the accuracy of such data – historic or projected. Willdan has relied on this data in the formulation of its findings and subsequent recommendations, as well as in the preparation of this report. As is often the case, there will be differences between actual and projected data, and these differences may be significant. Therefore, Willdan does not take responsibility for the accuracy of data or projections provided by or prepared on behalf of the City, nor does Willdan have responsibility for updating this report for events occurring after the date of this report.

1.6. Acknowledgements

We wish to extend our appreciation to the City and its staff for their cooperation during the progress of this study. In particular, we would like to thank Ms. Rochelle Clayton, Deputy City Manager/ Administrative Services Director, Mr. Art Vela, Public Works Director/City Engineer and Ms. Stacy Bouslog, Utility Financial Analyst for their guidance and assistance throughout this project.

Section 2 - Overview of Utility Rate-Making Principles, Processes and Issues

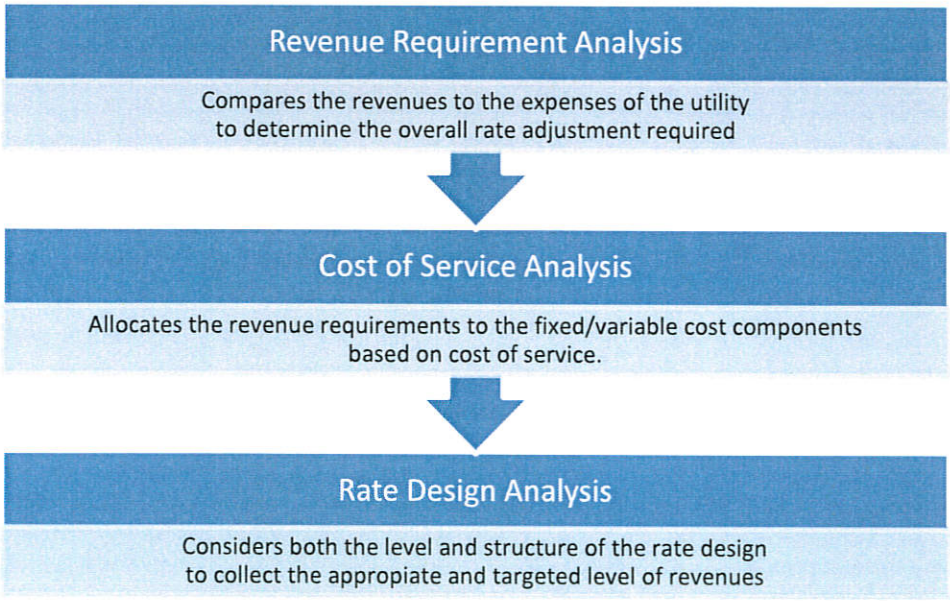
2.1. Introduction

The scope of this study included the development of cost-based water and wastewater user charges through a cost of service and rate design analysis. Utility rates must be set at a level where operating and capital expenses are met with the revenues received from customers. This is a significant point, as failure to achieve this level could lead to insufficient funds being available to adequately maintain the system. A comprehensive rate study typically consists of following three interrelated analyses:

I. *Financial Planning/Revenue Requirement Analysis*: Create a ten-year plan to support an orderly, efficient program of on-going maintenance and operating costs, capital improvement and replacement activities, debt financing, and retirement of any outstanding debt. In addition, the long-term plan should fund and maintain reserve balances to adequate levels based on industry standards and the City of Banning's fiscal policies.

II. *Cost of Service Analysis*: Identifies and apportions annual revenue requirements to functional cost components based on the demand placed on the utility system.

III. *Rate Design:* Develops an equitable and proportionate fixed/variable schedule of rates for the City's customer base. This is also where other policy objectives can be achieved, such as, promoting the efficient use of water. The policy objectives are harmonized with cost of service objectives to achieve the delicate balance between customer equity, financial stability and resource conservation goals.



The Rate Study utilized generally accepted rate-making principles established by the American Water Works Association (AWWA) in its "M1 Principles of Water Rates Fees and Charges" manual and by the Water Environment Federation (WEF) in its "Financing and Charges for Wastewater Systems, Manual of Practice No. 27 (2004)". The principles used resulted in the development of rates and charges which are projected to: 1) generate sufficient revenue to meet the financial requirements of the water and sewer utilities, and 2) address the need to recover costs from users in a manner which is proportionate to the cost of providing service on a fair and equitable basis relative to the service provided, and which does not exceed the cost of providing the service. A discussion of some of the key principles of rate-making, and how the processes employed herein are guided by those principles, is presented below.

2.2. Discussion of General Rate-Making Principles

While the individual rates for the utility vary based on a variety of factors, the development of rates should, for the most part, be consistent with general rate-making principles set forth in utility rate-making practice and literature, and in compliance with State law (Proposition 218). State Law requires that property-related fees and charges (including water and sewer utility rates) must be based upon the proportionate cost of providing the services, and not exceed the cost of providing the services. The principles by which rate practitioners are guided is that rates designed for any utility should strike a reasonable balance between several key factors. In general, rates designed should:

- Generate a stable rate revenue stream which, when combined with other sources of funds, is sufficient to meet the financial requirements and goals of the utility;
- Be fair and equitable – that is, they should generate revenue from customer classes which is reasonably in proportion to the cost to provide service to that customer class;
- Be easy to understand by customers; and
- Be easy to administer by the utility.

Striking the appropriate balance between the principles of rate-making is the result of a detailed process of evaluation of revenue requirements and cost of service, and how those translate into the rate design alternatives which meet legal requirements and the specific objectives of the utility under the circumstances in which the utility operates.

2.3. The Revenue Sufficiency Process

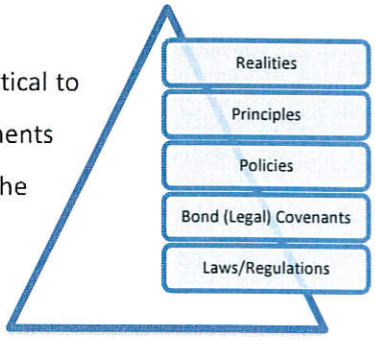
In order to develop rates and charges which will generate sufficient revenue to meet the fiscal requirements of the water and sewer utilities, a determination of the annual rate revenue required must be completed. The first step in the process is the Revenue Sufficiency Analysis. The Revenue Sufficiency Analysis compares the forecasted revenues of the utility under its existing rates to its forecasted operations and maintenance, capital, and reserve costs to determine the adequacy of the existing rates to recover the utility's costs.

The process employed in the Revenue Sufficiency Analysis involves a rigorous review of operating, maintenance and capital budgets for the utility, and results in the identification of revenue requirements of the system, such as operating expenses, capital expenses (minor and major), debt service expense (including a provision for debt service coverage), transfers in and out, and the maintenance of both restricted and unrestricted reserves at appropriate levels. These revenue requirements are then compared to the total sources of funds available during each year of the forecast period to determine the adequacy of projected revenues to meet projected revenue requirements. To the extent that the existing revenue stream is projected to be insufficient to meet the annual revenue requirements of the system during the projection period, a series of rate revenue increases are calculated which would be required to provide revenue sufficient to meet those needs.

2.3.1 Determination of the Revenue Requirements

Considerations in Setting Revenue Requirements

There are a multitude of considerations, ranging from financial to political to legal that must be analyzed or discussed during the revenue requirements process of a rate analysis. This section provides an overview of the considerations that are reviewed during this process.



Capital Budgeting and Financing

Capital needs are defined by the City's Water and Sewer Capital Improvement Plan. As part of its budget and planning process, the City identifies capital improvements that are necessary for the continued delivery of clean, safe, drinking water, and collection and treatment of sewer flows. The Capital Improvement Plan is funded by a variety of sources including system depreciation, water rates, connection (impact) fees, and capital reserves.

Capital Funding: Debt vs. PAYGO

The selection of the most appropriate funding strategy for capital projects is primarily a policy decision between use of cash ("Pay-as-you-go financing" or PAYGO), the issuance of debt, or a combination. PAYGO is the use or build-up of cash to fund capital improvements. With debt financing, capital improvements are funded with borrowed funds (usually through the issuance of bonds) with the obligation of repayment, typically with interest, in future years. Development of an optimal capital financial plan depends on the definition of optimal. Each funding mechanism has a different impact on water rates in the short and long run, different net present values, risks, and legal obligations. Due to the borrowing costs associated with debt, cash funding can be cheaper in the end; however, debt typically ensures greater generational equity for larger and longer lasting capital projects.

The City, as is typical for a public utility, operates its water and sewer utilities on a "cash basis". Under the "cash basis" approach, revenues and expenses are recognized at the time physical cash is received or paid out. Revenue requirements are determined for a specified period of time (in the case of the City an annual fiscal year), by summing the total anticipated expenses to be paid out during the fiscal year. Where cash flows and balances are insufficient, the revenue requirements analysis recommends the needed additional cash flows to meet all funding goals. The two primary categories of expenses are as follows:

- Operations and Maintenance (O&M) expenses, such as salaries and benefits of utility personnel, transfers out, existing and anticipated debt service, and reserves; and
- Capital expenses, such as the annual capital improvement program, including waterline replacements and sewer capacity projects.

Financial Planning

In the development of the revenue requirements, certain parameters are utilized to project future expenditures, growth in customers and consumption, and necessary revenue adjustments. The City's budget documents are used as the baseline, which are then projected over a planning horizon to account for fluctuations in costs from year to year as well as any adjustments to debt service payments. Conservative growth assumptions and prudent financial planning are fundamental in ensuring adequate rate revenue to promote financial stability. The financial model developed for this study considers the City's existing debt service coverage ratio and operating cash balances (cash on hand). The cost of depreciated infrastructure is collected and used to fund annual repair and replacement. As existing debt

is redeemed, additional debt may be utilized to fund additional capital improvements required due to aging infrastructure.

2.4. The Cost Allocation Process

In order to provide guidance to the City as to how to appropriately recover the rate revenue requirements identified in the Revenue Sufficiency Analysis, a Cost of Service Analysis is required.

The process employed in the Cost of Service Analysis results in the identification of the cost to provide water and sewer service to customers. These water and sewer cost allocations are then used as the basis for the assignment of revenue requirements to customer classes, upon which the development of rates and charges is based.

The industry standard approach to the development of a cost of service analysis is the Base-Extra Capacity methodology, as detailed in the American Water Works Association (AWWA) M1 Manual – Principles of Water Rates, Fees and Charges.

The general approach to the development of cost of service allocations under the Base-Extra Capacity methodology is to: 1) identify the costs by functional cost category, 2) allocate the functionalized costs further to cost categories and then 3) allocate rate revenue requirements to customer classes based on the distribution of costs and customer characteristics.

The resulting allocations provide guidance to the rate practitioner which, combined with the other goals and objectives of the utility, provides the necessary information required to proceed to the development of utility rates and charges.

2.5. The Rate Design Process

With the rate revenue requirement determined in the Revenue Sufficiency Analysis, the development of specific rates and charges can be undertaken. Once the rate revenue requirement has been identified, the manner in which those requirements should be recovered, and the billing units to be used to recover the required revenue determined, specific rates and charges can then be developed.

Utilities consider a variety of factors in establishing rates, including cost allocation, customer impact, conservation of resources and ease of administration. The rate design process seeks to find the balance between the need to recover sufficient revenue in a fair and equitable manner and the need to do so within the constraints of other objectives which are unique to each utility. By understanding the types of

customers served by the utility, and the general usage characteristics of those customers, a system of rates and charges can be developed that balances those many objectives while also generating sufficient revenue.

First, the rate design goals of the utility are reviewed to identify areas the utility wishes to address over the course of the Rate Study. Next, an assessment of the existing rate design is undertaken to identify what has worked well for the utility with regard to their specific goals and objectives, and the general goals and objectives of utility rate-making. This assessment typically also identifies areas for improvement which can provide guidance to the rate practitioner with respect to the design of future rates and charges.

After a review of the existing rates and charges, a dialog of how to build on the positive aspects of the existing structure and how to address deficiencies in the existing structure occurs with utility management and staff. For instance, for a utility with a primary goal of encouraging water conservation, the substitution of a uniform rate structure, which charges the same unit price for water regardless of consumption level, with a conservation/inclining block rate structure, which charges a greater unit price as usage levels increase beyond certain thresholds, would better address that primary goal.

With an evaluation of the strengths and weaknesses of the existing rate structure and the goals of the utility going forward, the development of a new rate structure can begin. Development of a new rate structure which recovers the costs to provide water and sewer service in a manner which achieves the goals of the utility in a manner consistent with standard rate-making practice requires an analysis of the projected usage characteristics of the customer base to which the rates will apply. This analysis is typically referred to as a billing frequency analysis.

In the State of California, rates must adhere to and conform to the California Constitution article XIII D, section 6 commonly referred to as Proposition 218 (Prop 218). More specifically, Prop 218 requires that property related fees and charges, such as sewer rates, must not exceed the reasonable cost of providing the service associated with the fee or charge, and shall not exceed the proportional cost of the service attributable to the parcel that is subject to the fee or charge.

Besides ensuring compliance with State law, another key principle for a comprehensive Rate Study is found in economic theory, which suggests the price of a commodity must roughly equal its cost or value if equity among customers is to be maintained – i.e., cost-based. In terms of economic theory, the

principle is that the price of a commodity (water or sewer service) must be proportionately equal to its cost (the City's cost of providing the service).

This Rate Study was performed to allocate the costs of providing service to users to ensure that rates are equitable and in compliance with Proposition 218 requirements.

2.6. Financial Management Goals of the City

The establishment of specific financial management goals of a utility is a key step in developing financial plans which will ensure the financial health of the utility remains strong. The financial management goals of the City are described below.

2.6.1 Minimum Unrestricted Working Capital Balance

In order to maintain a certain level of liquidity, the City has developed a goal of maintaining unrestricted working capital reserves in an amount greater than or equal to approximately 45 days of operating expenses.

2.6.2 Debt Service Coverage

The City currently has outstanding debt which contains covenants requiring the City to maintain rates and charges such that a debt service coverage ratio, defined as Current Year Net Revenues divided by Current Year Debt Service, be maintained at a minimum of 1.20 for water and 1.15 for sewer. The coverage requirements of 1.20x and 1.15x respectively are associated with all outstanding debt for each specific year the coverage is being calculated. The analysis presented herein meets this goal in each year of the forecast period. The debt service coverage requirement is intended to provide assurance to debt holders that the City will be able to meet its annual debt obligations.

Section 3 - Rate Study Development and Results

3.1. Revenue Sufficiency Analysis

3.1.1 General Methodology

The general methodology utilized in the Revenue Sufficiency Analysis was discussed previously in Section 2.3. In summary, however, the level of revenues generated by rates must be sufficient to recover the fiscal requirements, or projected expenditures of the utility. To the extent that the projected revenue stream based upon current water and sewer rates are not sufficient to meet the annual revenue requirements of the systems, a series of rate revenue increases were calculated to provide the revenue necessary to meet those expenditure needs, while satisfying the financial goals and objectives of the utilities. From a financial perspective, the City's utilities must "stand on their own" by meeting its respective financial obligations without assistance from other City funds. The financial plan was developed for the ten-year period fiscal year (FY) 2017-18 through FY 2026-27.

3.1.2 Data Items

Key data items reviewed, discussed and incorporated into the Revenue Sufficiency Analysis were:

- Financial management goals of the City;
- FY 2015-16 fund balance;
- FY 2016-17 and FY 2017-18 budgets; and
- Capital improvement program (CIP).

General assumptions utilized in the analysis include the following:

- Customer growth; and
- Cost escalation factors.

A discussion of the use of each of the above data items and general assumptions is presented below.

3.1.3 FY 2015-16 Fund Balance

To better understand what funds the City will have on hand to start the forecast period, a detailed review of fund balances from the FY 2015-16 period was discussed and reviewed with City staff. Assumptions were made to estimate the actual unrestricted cash (available cash) balances available at the end of FY

2015-16, and therefore at the beginning of FY 2016-17. A summary of the fund balances for the water and wastewater utilities, for the end of FY 2015-16 and therefore the beginning of FY 2016-17, as adjusted and subsequently used in this analysis, is presented in Table 3-1 below.

Table 3-1
Beginning Fund Balance
Fiscal Year Ending June 30, 2016

Description	Water	Sewer
Cash Balance	$9,278,125	$1,686,520

3.1.4 FY 2016-17 and FY 2017-18 Budgets

Staff provided Willdan with the FY 2016-17 and FY 2017-18 budgets, and associated line-item detail, as the basis for the projection of financial needs for FY 2018-19 (the base year). The FY 2017-2018 budget was also used as the basis for the projection of future budgetary line-items for the remainder of the forecast period. Cost escalation factors were reviewed by staff (see section 3.1.6.2) and were used to project line-item costs beyond the FY 2017-18 budget. Those factors were applied based on line-item cost classifications.

In order to maintain a certain level of liquidity, the City has developed a goal of maintaining unrestricted working capital reserves in an amount greater than or equal to approximately 45 days of operating expenses. The financial plan was developed such that there would be at least 45 days of working capital reserves for each year of the study period.

A summary of the FY 2017-18 operating budgets for water and wastewater, as well as subsequent projected budgetary expenses through FY 2022-23 is presented in Table 3-2

A more detailed presentation of the line-item budgeted and projected revenues and expenses is presented in Schedules A-3 through A-6 of Appendix A and B-3 through B-5 of Appendix B.

Table 3-2
Operating Budget
Fiscal Years Ending June 30

Description	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
			Water			
O&M	$5,604,202	$5,797,640	$5,998,828	$6,208,131	$6,425,922	$6,652,608
Debt Service	1,803,846	1,787,863	1,983,063	1,984,563	1,988,563	1,989,813
Transfers	1,077,624	1,104,499	1,132,030	1,160,250	1,189,176	1,218,824
Total Expenses	**$8,485,672**	**$8,690,002**	**$9,113,921**	**$9,352,944**	**$9,603,661**	**$9,861,245**
			Sewer			
O&M	$2,029,965	$2,084,478	$2,140,468	$2,191,978	$2,257,048	$2,317,733
Debt Service	388,473	393,781	396,150	393,106	394,106	394,656
Transfers	705,661	714,993	725,261	431,498	442,285	453,342
Total Expenses	**$3,124,099**	**$3,193,252**	**$3,261,879**	**$3,022,582**	**$3,093,439**	**$3,165,731**

3.1.5 Capital Improvements Plan (CIP)

The City provided Willdan with a forecast of capital requirements for the ten-year study period. The City originally identified water related capital needs in the amount of $95.75 million between FY 2017-18 and FY 2022-23, which would require a cumulative revenue increase of 62% and the issuance of $69.1 million in debt to finance the capital program. The original sewer related capital program for FY 2017-18 through FY 2022-23 totaled $43.0 million and required a cumulative revenue increase of 29% and debt a debt issuance of $20.8 million to fund the capital program. City Council directed staff to reevaluate the capital projects and choose the highest priority items that would be funded due to increases in revenue from 3% annual rate increases. The original capital improvement project list can be found in Appendix E, while the revised list can be found on appendices pages A-6 and B-6.

The capital projects identified by the City are required to maintain service to customers by making investments in the water and sewer systems to repair or replace aging system components as they wear out over time. The City provided cost estimates for capital projects in current day dollars which were subsequently annually escalated at 2.50% using the Engineering News Record (ENR) Construction Cost Index (CCI) to adjust the cost items to real dollars for the years in which construction is estimated to occur. These adjusted capital costs were then used in the analysis for rate-making purposes.

A summary table of the adjusted CIP for the FY 2016-17 – FY 2022-23 study period is presented below in Table 3-3. The CIP for the full forecast period is presented in the Schedules B-6 of Appendix B.

Table 3-3 Capital Improvement Plan Fiscal Years Ending June 30 ($ thousands)							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Capital Costs - W	$1,602	$2,306	$1,681	$485	$883	$113	$7,070
Capital Costs - S	102	192	149	0	19	0	463
Note: Values are rounded to the nearest $1,000							

3.1.6 General Assumptions

In order to develop the financial and rate projections, certain assumptions were made with regard to elements of the revenue sufficiency analysis. A summary of those assumptions is presented below.

3.1.6.1. System Growth

The City anticipates population growth of 2.3% per year based on their analysis of current City population growth projections and trends. Through discussions with City staff, it was determined that the 2.3% annual population increase would reasonably translate to a 2.3% annual increase in water and sewer service units respectively, and is consistent with recent system growth trends.

3.1.6.2. O&M Escalation Factors

Willdan worked with City staff to identify reasonable cost escalation factors to be applied to operations and maintenance expenses in recognition of increasing costs over time. It was determined that a 2.5% general inflationary factor represented a reasonable estimate of annual cost increases during the study period. There were, however, some expenses which were anticipated to have increases above the projected 2.5% general inflationary increase. Personnel increases were projected to increase at an annual rate of 3%, electricity costs were projected to increase at the rate of system growth and chemicals at an annual inflationary rate of 4%.

3.1.6.3. Results of the Revenue Sufficiency Analysis

After a thorough review of the above-mentioned data elements, a draft of the Revenue Sufficiency Analysis was developed and reviewed with City staff. This draft provided the forum in which various alternative assumptions were discussed, tested and evaluated for both their reasonableness and their impact upon the ultimate financial health of the utility. Table 3-4 provides a summary of the annual revenue requirements for both the water and sewer utilities incorporating the assumptions in Section 3

of this report as compared to the projected rate revenue described in in more detail in Schedules A-1 and B-1 of the appendices.

Table 3-4
Revenue Requirements vs. Revenue Under Existing Rates
Fiscal Years Ending June 30 ($ thousands)

	2019	2020	2021	2022	2023
Water					
Revenue Under Existing Rates	$8,886	$9,075	$9,273	$9,479	$9,688
Revenue Requirements	10,996	10,795	9,838	10,487	9,974
Difference	(2,110)	(1,720)	(565)	(1,008)	(286)
Sewer					
Revenue Under Existing Rates	$3,281	$3,356	$3,432	$3,513	$3,595
Revenue Requirements	3,385	3,411	3,023	3,113	3,166
Difference	(104)	(55)	409	400	429
Note: Values are rounded to the nearest $1,000					

The resulting financial plans presented herein is the embodiment of the data, assumptions and review process undertaken with City staff.

3.1.6.4. Rate Revenue Increases Required

As discussed in section 3.1.6.2, operations and maintenance expenses are growing at a faster rate than the City's increase in service units (section 3.1.6.1). The average annual increase in revenue requirements (identified in Table 3-4) is projected at 3.50% for water and 2.87% for sewer. Our financial analysis of the utilities indicates that the increase in operating costs is projected to outpace revenue increases through growth in service units alone. Revenue increases above growth in service units are therefore required in order to maintain the financial integrity of the water and sewer utilities.

The analysis indicated that the City would need to increase water and sewer rate revenues by 3%, in addition to the anticipated growth in service units for FY 2018-19, in order to meet revenue requirements (O&M, capital and debt service). Table 3-5 reflects our projections of revenue increases required during the forecast period in order for the City to meet its ongoing operational costs (revenue requirements) and meet minimum prudent financial and system maintenance standards.

Table 3-5
Projected Rate Revenue Increases
Fiscal Years Ending June 30

Description	Water Rate Revenue Increases	Sewer Rate Revenue Increases
2018-19	3.00%	3.00%
2019-20	3.00%	3.00%
2020-21	3.00%	3.00%
2021-22	3.00%	3.00%
2022-23	3.00%	3.00%

A more detailed presentation of the pro forma, including a fund balance reconciliation is presented in Schedules A-1 and B-1 of the appendices.

3.1.6.5. Summary of Revenue Sufficiency Analysis

The resulting financial plan is presented in Table 3-6, which provides for funding of projected revenue requirements based on the current knowledge of expected expenditure forecasts during the forecast period, as provided by the City, and is projected to meet or exceed the financial operations of the sewer utility. A more detailed presentation of the financial plan, including fund balance reconciliations for the forecast period, is presented in appendices A and B.

Table 3-6
Projected Net Operating Fund Results
Fiscal Years 2017-18- to 2021-22
($ thousands)

Description	18-19	19-20	20-21	21-22	22-23
Water					
Beginning Fund Balance	$6,562	$4,713	$3,537	$3,820	$3,989
Total Operating Revenue	9,147	9,619	10,121	10,656	11,219
Operating Expenses	5,798	5,999	6,208	6,426	6,653
Net Revenue	3,349	3,620	3,913	4,230	4,567
Less:					
CIP, Debt Service and Transfers Out	5,199	4,796	3,629	4,061	3,322
Net Cash Flow	**(1,850)**	**(1,176)**	**283**	**169**	**1,245**
Ending Fund Balance	**$4,713**	**$3,537**	**$3,820**	**$3,989**	**$5,234**
Sewer					
Beginning Fund Balance	$1,435	$1,430	$1,578	$2,307	$3,151
Total Operating Revenue	3,379	3,560	3,752	3,956	4,172
Operating Expenses	2,084	2,140	2,198	2,257	2,318
Net Revenue	1,295	1,419	1,554	1,700	1,855
Less:					
CIP, Debt Service and Transfers Out	1,300	1,271	825	856	848
Net Cash Flow	**(5)**	**149**	**729**	**844**	**1,007**
Ending Fund Balance	**$1,430**	**$1,578**	**$2,307**	**$3,151**	**$4,158**

Note: Variances are due to rounding values to the nearest $1,000

3.1.6.6. Revenue Sufficiency Analysis Conclusions

Based on the revenue requirements identified in our analysis, it is our opinion that:

- Revenue projections based on existing rates are insufficient to meet the revenue requirements for FY 2018-19 through FY 2022-23;
- Rate revenue adjustments are needed in order to keep pace with increasing O&M and capital costs; and
- The proposed rate revenue increases identified in Table 3-6, maintain the financial integrity of the City's utilities based upon the assumptions contained in this report.

3.2. Rate Design Analysis

3.2.1 General Methodology

With the rate revenue requirement determined in the Revenue Sufficiency Analysis, the development of specific rates and charges was completed as described below.

First, the rate design goals of the City were reviewed to identify areas the City wanted to address over the forecast period included in this Rate Study. Next, an assessment of the existing rate design was completed to identify areas which have worked well for the City with regard to their specific goals and objectives, and the general goals and objectives of utility rate-making. In addition to the City's goals, rate design should seek to achieve the following industry standard objectives:

- Generate a stable rate revenue stream which, when combined with other sources of funds, is sufficient to meet the financial requirements and goals of the utility;
- Be fair and equitable – that is, they should generate revenue from customer classes which is reasonably in proportion to the cost to provide service to that customer class;
- Be easy to understand by customers;
- Be easy to administer by the utility; and
- Be compliant with State law, specifically Proposition 218, whereby the rates must be based upon the proportionate cost of providing sewer service.

This analysis was conducted consistent with the provisions of Proposition 218.

3.2.2 Review of Existing Rate Structure

The City's current water rates are comprised of a fixed monthly charge by meter size and a 3-tier volume rate assessed on a per 100 cubic foot (HCF) basis for all customers except City facilities and parks which are assed volume rates on a uniform rate basis. As a customer's water use progresses through the higher tiers, the incremental cost per HCF of water use increases. The City's sewer rate structure is comprised of a flat monthly rate per equivalent dwelling unit (EDU) for residential customers and a flat monthly charge per EDU and a flat tertiary charge (both per EDU) for commercial customers. An EDU represents the estimated flow of a single family residential customer. In other words, each single-family customer is

assigned 1 EDU. If a property or customer contributes the equivalent flow of two single family residences, the monthly fee charged to this property or customer will be two times the monthly rate per single EDU.

3.2.3 Cost of Service Analysis

Willdan reviewed the most recent (June 9, 2010 Raftelis Financial Consultants Rate Study, beginning page 21) water cost of service analysis conducted for the City, which used the AWWA base-extra capacity methodology for assigning costs to customers based on each customer classes proportionate cost to be served. The peaking factor as well as the cost allocation and unit cost summaries from the report are provided in Table 3-7 and 3-8.

Table 3-7
Peaking Factors[1]

Base Extra Capacity Method Components	Factors	Base	Max Day	Max Hour	Total
Base	1.0	100.00%			100.00%
Max Day	1.7	58.82%	41.18%		100.00%
Max Hour	3.0	33.33%	23.33%	43.33%	100.00%

[1] From Table II-12: Peaking Factors, June 9, 2010 Raftelis Financial Consultants Rate Study Report page 23.

Table 3-8
Cost Allocation and Unit Cost Calculation[2]

	Base	Max Day	Max Hour	Meter Charges	Billing & Cust Serv	Fire Hydrant	General	Total
Allocation %	43.2%	14.3%	5.3%	5.9%	4.5%	0.6%	26.1%	100.00%
Net Op Expense	$3,056,777	$1,008,956	$377,700	$420,176	$318,992	$44,003	$1,850,672	$7,027,275
Debt Service	1,189,761	651,215	72,887	88,203	73,815	40,314	180,646	2,296,842
Cost of Service	4,246,538	1,660,171	450,856	508,379	392,807	84,317	2,031,318	9,374,117
Allocation of General Cost	1,188,412	464,606	126,099	142,272	109,929			2,013,318
Allocation of Fire Service				84,317				84,317
Total Modified COS	$5,163,203	$1,106,144	$300,218	$2,301,816	$502,736			$9,374,117
Unit of Measure	hcf	hcf/day	hcf/day	Equiv Meters	Monthly Bills			
Total Units of Service	3,314,078	6,356	3,632	14,028	10,326			
Unit Cost of Service	$1.56	$0.48	$0.23	$13.67	$4.06			
Average Unit Cost of Service	$1.98							

While the costs identified in Table 3-8 have changed since the 2010 study, the City has not experienced any significant changes in its customer base (new industries coming to the City or existing industries leaving, or a significant increase in residential customers) that would result in a change in the overall distribution of accounts and flows by customer class or changes, or in peaking factors identified in Table 3-7. Therefore, the distribution of costs identified in the prior study are believed to remain unchanged for the current study.

As was the case for the prior sewer analysis (June 9, 2010 Raftelis Financial Consultants Rate Study, beginning page 26), the City does not actively monitor sewer flows for different strength characteristics by customer type. Monitoring of strength characteristics is a typical industry accepted approach for assessing different sewer rates to different customer types. Because the City does not monitor individual customer flows, the cost to treat flows is assumed to be consistent across all customer classes, with only the amount or volume of flows from each customer class as the basis for higher fees. The discharge from a single family residence (an equivalent dwelling unit or EDU) is 225 gallons per day (GPD). An EDU value

[2] From Table II-13: Cost Allocation and Unit Cost Calculation, June 9, 2010 Raftelis Financial Consultants Rate Study Report page 23.

of 225 GPD forms the basis for customers with higher flows paying incrementally higher monthly rates as described in Section 3.2.2.

3.2.4 Revised Rates

Willdan reviewed the cost of service analysis completed in the previous study (Section 3.2.3) with City Staff, and reviewed current system operating data and customer demand characteristics. As discussed in the prior section, there have not been significant changes in operating characteristics, or the composition of customers and customer classes, or customer demand characteristics, which would require the completion of a completely new cost of service analysis and change to the existing rate structure. Similar to the water utility, Willdan reviewed the previous analysis with the City, along with current operating characteristics. Willdan did not identify any issues with the City's existing cost allocations or sewer rate structure, or need to complete a new cost of service analysis with changes to the rate structure, furthermore, through discussions with City staff it was determined that the existing sewer structure is effectively meeting the City's goals and is consistent with both AWWA and WEF rate making practices. As such, no changes are proposed to the current rate structures themselves, but the individual rates are proposed to increase in an across-the-board manner consistent with the financial plan projections. The proposed water rates are summarized in Table 3-9, while the proposed sewer rates are illustrated in Table 3-10.

Table 3-9
Proposed Water Rates
Fiscal Years 2018-19 through FY 2022-23

Monthly Charge/ Volume Rate	18-19	19-20	20-21	21-22	22-23
Fixed Charge - $/Month					
5/8-inch	$21.57	$22.22	$22.88	$23.57	$24.28
3/4-inch	21.57	22.22	22.88	23.57	24.28
1-inch	32.70	33.68	34.69	35.73	36.81
1 ½-inch	60.50	62.32	64.19	66.11	68.10
2-inch	93.87	96.69	99.59	102.58	105.66
3-inch	171.77	176.93	182.23	187.70	193.33
4-inch	283.07	291.57	300.31	309.32	318.60
6-inch	561.13	577.97	595.31	613.17	631.56
8-inch	894.89	921.74	949.39	977.88	1,007.21
Volume Rate - $/HCF					
0-12 HCF	$1.90	$1.95	$2.01	$2.07	$2.13
13-25 HCF	2.41	2.48	2.56	2.63	2.71
26+ HCF	2.72	2.80	2.88	2.97	3.06
City/Parks	0.60	0.62	0.63	0.65	0.67

Table 3-10
Proposed Sewer Rates
Fiscal Years 2018-19 through FY 2022-23 ($/EDU)

Monthly Charge per EDU	18-19	19-20	20-21	21-22	22-23
Residential	$19.03	$19.61	$20.19	$20.80	$21.42
Commercial	19.03	19.61	20.19	20.80	21.42
Tertiary Surcharge	2.06	2.12	2.19	2.25	2.32

Water and sewer rates are further presented in appendices C and D.

3.2.5 Summary of the Rate Study

The Rate Study presented herein utilized generally accepted rate-making principles which resulted in the development of rates and charges which are projected to: 1) generate sufficient revenue to meet the financial requirements of the utility, 2) address the need to recover costs from users in a manner which is fair and equitable relative to service provided, and 3) meet the financial and rate design goals of the City.

Section 4 - Conclusions and Recommendations

4.1. Conclusions

- Projected operating revenues and operating expenses for the forecast period were developed by, and/or in consultation with, City staff and are based upon reasonable projections.
- The projected capital project expenses have been developed by City staff to address water and sewer systems renewal and replacement.
- Based on Conclusions 1 and 2 above, Willdan is of the opinion that the financial projections presented herein demonstrate the sewer utility's ability to meet its obligations with regard to:
    - Operating expenses,
    - Non-operating expenses,
    - Capital project expenses, and
    - Key financial policies, including maintenance of at least 45 days of operating reserve balances.
- The proposed rates presented herein are in conformance with industry standard rate-making practice, Proposition 218 and/or the City's rate policies with respect to:
    - The fair and equitable recovery of costs through water and sewer rates;
    - Water and sewer rates based upon the proportionate cost of providing services, and
    - Generation of sufficient revenue to fully recover system revenue requirements and reserve requirements.

4.2. Recommendations

- It is recommended that the City implement the proposed rates presented in this Report for FY 2018-19 through FY 2022-23.
- It is recommended that the City update the Revenue Sufficiency Analysis portion of this study each year to ensure projected revenue is sufficient to fund projected expenses going forward as assumptions made during this analysis may change and have a material impact upon the analysis.

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Pro Forma with Debt Service Coverage and Fund Balance Reconciliation

Line No	Operations	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1	***Water Rate Revenue Increases***	***0.00%***	***0.00%***	***3.00%***	***3.00%***	***3.00%***	***3.00%***	***3.00%***	***3.00%***	***0.00%***	***0.00%***	***0.00%***
	% of Year Rate Increase Effective	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
2	**Beginning Unrestricted Fund Balance**	**$ 9,278,185**	**$ 7,952,011**	**$ 6,561,917**	**$ 4,712,881**	**$ 3,537,042**	**$ 3,820,265**	**$ 3,989,210**	**$ 5,234,034**	**$ 5,998,118**	**$ 7,927,024**	**$ 9,001,110**
3	Rate Revenue 1	$ 7,900,000	$ 8,500,000	$ 8,956,365	$ 9,437,232	$ 9,943,917	$ 10,477,806	$ 11,040,359	$ 11,633,116	$ 12,257,698	$ 12,539,625	$ 12,828,036
4	Total Rate Revenue	$ 7,900,000	$ 8,500,000	$ 8,956,365	$ 9,437,232	$ 9,943,917	$ 10,477,806	$ 11,040,359	$ 11,633,116	$ 12,257,698	$ 12,539,625	$ 12,828,036
5	Other Operating Revenue	127,400	128,850	128,850	128,850	128,850	128,850	128,850	128,850	128,850	128,850	128,850
6	Interest Income - Operating Fund	25,000	69,000	62,000	53,000	48,000	49,000	50,000	56,000	60,000	70,000	75,000
7	Total Operating Revenue	$ 8,052,400	$ 8,697,850	$ 9,147,215	$ 9,619,082	$ 10,120,767	$ 10,655,656	$ 11,219,209	$ 11,817,966	$ 12,446,548	$ 12,738,475	$ 13,031,886
8	Operating Expenses	(6,429,745)	(5,604,202)	(5,797,640)	(5,998,828)	(6,208,131)	(6,425,922)	(6,652,608)	(6,888,601)	(7,134,349)	(7,390,314)	(7,656,987)
9	Net Revenue	$ 1,622,655	$ 3,093,648	$ 3,349,575	$ 3,620,254	$ 3,912,636	$ 4,229,734	$ 4,566,601	$ 4,929,365	$ 5,312,199	$ 5,348,161	$ 5,374,899
	Plus:											
	Other Sources of Funds											
10	Transfers In	-	-	-	-	-	-	-	-	-	-	-
	Less:											
	Other Uses of Funds											
11	Minor Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Major Capital Funded with Existing Reserves/Current Cash	(320,000)	(1,602,272)	(2,306,250)	(1,681,000)	(484,601)	(883,050)	(113,141)	(927,755)	(118,869)	(974,722)	(124,886)
13	Transfers Out	(2,628,829)	(2,881,470)	(2,892,362)	(3,115,093)	(3,144,813)	(3,177,739)	(3,208,637)	(3,237,526)	(3,264,425)	(3,299,353)	(3,331,830)
14	Non Operating Expenses	-	-	-	-	-	-	-	-	-	-	-
15	Existing SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
16	Existing Revenue Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
17	New Revenue Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
18	**Net Cash Flow**	**$ (1,326,174)**	**$ (1,390,094)**	**$ (1,849,037)**	**$ (1,175,839)**	**$ 283,223**	**$ 168,945**	**$ 1,244,824**	**$ 764,085**	**$ 1,928,906**	**$ 1,074,086**	**$ 1,918,183**
19	Ending Unrestricted Fund Balance	$ 7,952,011	$ 6,561,917	$ 4,712,881	$ 3,537,042	$ 3,820,265	$ 3,989,210	$ 5,234,034	$ 5,998,118	$ 7,927,024	$ 9,001,110	$ 10,919,294
20	*Months of O&M and R&R Capital*	*15*	*14*	*10*	*7*	*7*	*7*	*9*	*10*	*13*	*15*	*17*
21	Target Unrestricted Fund Balance	$ 803,838	$ 740,805	$ 758,550	$ 798,189	$ 819,269	$ 841,448	$ 864,242	$ 887,691	$ 911,841	$ 937,738	$ 964,380
	Debt Service Coverage Calculations:											
	Revenue Bond Debt Service Coverage											
	Rate Covenant Debt Service Coverage Test:											
22	Net Revenue Available for Debt Service Coverage Test	$ 1,622,655	$ 3,093,648	$ 3,349,575	$ 3,620,254	$ 3,912,636	$ 4,229,734	$ 4,566,601	$ 4,929,365	$ 5,312,199	$ 5,348,161	$ 5,374,899
	Revenue Bond Debt Service:											
23	Existing Revenue Bond Debt Service	1,608,634	1,803,846	1,787,863	1,983,063	1,984,563	1,988,563	1,989,813	1,988,313	1,984,063	1,987,063	1,986,813
24	New Revenue Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
25	Total Revenue Bond Debt Service	$ 1,608,634	$ 1,803,846	$ 1,787,863	$ 1,983,063	$ 1,984,563	$ 1,988,563	$ 1,989,813	$ 1,988,313	$ 1,984,063	$ 1,987,063	$ 1,986,813
26	**Debt Service Coverage - Rate Covenant**	**1.01**	**1.72**	**1.87**	**1.83**	**1.97**	**2.13**	**2.29**	**2.48**	**2.68**	**2.69**	**2.71**
27	*Debt Service Coverage Requirement*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*	*1.20*

Banning CA

Beginning Fund Balance Reconciliation

Line No:	BEGINNING BALANCES		Operations
1	**Current assets:**		
2	Pooled cash and investments	$	9,278,185
	Receivables (net of allowance for uncollectibles):		
	Loans		
	Interest		
	Inventories		
3			-
4			-
5			-
6			-
7			-
8	**Total Current Assets**	**$**	**9,278,185**
	Current Liabilities:		
	Accounts and contracts payable		
	Accrued Liabilities		
	Accrued Interest		
	Deposits Payable		
	Compensated Absences		
	Bonds, Notes & Capital Leases		
9			-
10			-
11	**Total Current Liabilities**	**$**	**-**
	Adjustments by:		
12	Removal of Inventories (Not Liquid)		-
13	Other Assets (Unkown Cash)		-
14	Net Adjustments	$	-
15	**Net Beginning Balances (Curr Assets less Current Liabilities - with Adjustments)**	**$**	**9,278,185**

Banning CA
Revenue

Summary

Line No:	Code	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1													
2	RR1	Rate Revenue 1	$ 7,900,000	$ 8,500,000	$ 8,956,365	$ 9,437,232	$ 9,943,917	$ 10,477,806	$ 11,040,359	$ 11,633,116	$ 12,257,698	$ 12,539,625	$ 12,828,036
3	OR	Other Operating Revenue	127,400	128,850	128,850	128,850	128,850	128,850	128,850	128,850	128,850	128,850	128,850
4	TRIN	Transfers In	-	-	-	-	-	-	-	-	-	-	-
5	Sources - Fund 2	Sources of Funds - Fund 2	95,000	32,000	-	-	-	-	-	-	-	-	-
6	INT - Fund 1	Interest Earnings - Fund 1	16,000	40,000	33,000	24,000	18,000	19,000	20,000	26,000	30,000	40,000	45,000
7	INT - Fund 2	Interest Earnings - Fund 2	9,000	29,000	29,000	29,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000

Detail

	Code	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
8													
9	RR1 - BEFORE GROWTH AND RATE INCR	**Operations**											
10		Rate Revenue 1	$ 7,900,000	$ 8,500,000	$ 8,500,000	$ 8,956,365	$ 9,437,232	$ 9,943,917	$ 10,477,806	$ 11,040,359	$ 11,633,116	$ 12,257,698	$ 12,539,625
11	RR1 - Growth	Growth	0.00%	0.00%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%
12		Revenue Increase	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%	0.00%
13		Pct of Year Revenue Increase Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
14	RR1	Total Rate Revenue 1 - After Revenue Increase	$ 7,900,000	$ 8,500,000	$ 8,956,365	$ 9,437,232	$ 9,943,917	$ 10,477,806	$ 11,040,359	$ 11,633,116	$ 12,257,698	$ 12,539,625	$ 12,828,036
15	OR	Turn on Charges	47,500	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000
16	OR	Delinq. Reconnect Fee	37,500	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000
17	OR	Backflow Charges	25,500	25,750	25,750	25,750	25,750	25,750	25,750	25,750	25,750	25,750	25,750
18	OR	Miscellaneous Revenues	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
19	OR	Restitution/Subrogation	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
20	OR	Misc. Receipts/Revenue	2,250	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
21	OR	Meter Installation & Conn	2,150	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
22					-	-	-	-	-	-	-	-	-
23		Interest Earning Calculation											
24		Average Balance	$ 4,639,000	$ 3,976,000	$ 3,281,000	$ 2,356,000	$ 1,769,000	$ 1,910,000	$ 1,995,000	$ 2,617,000	$ 2,999,000	$ 3,964,000	$ 4,501,000
25	INT - Fund 1	Assumed Interest Earnings Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
		Projected Interest Earnings	16,000	40,000	33,000	24,000	18,000	19,000	20,000	26,000	30,000	40,000	45,000

Summary - Operations

Line No:	FUND #	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2	1	Operating	$ 6,429,745	$ 5,604,202	$ 5,797,640	$ 5,998,828	$ 6,208,131	$ 6,425,922	$ 6,652,608	$ 6,888,601	$ 7,134,349	$ 7,390,314	$ 7,656,987
3	1	Non Operating	-	-	-	-	-	-	-	-	-	-	-
4	1	Minor Capital	-	-	-	-	-	-	-	-	-	-	-
5	1	Transfers	2,628,829	2,881,470	2,892,362	3,115,093	3,144,813	3,177,739	3,208,637	3,237,526	3,264,425	3,299,353	3,331,830
6	1	Existing Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
7	1	New Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
8	1	Existing SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
9	1	New SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
		TOTAL	**9,058,574**	**8,485,672**	**8,690,002**	**9,113,921**	**9,352,944**	**9,603,661**	**9,861,245**	**10,126,127**	**10,398,774**	**10,689,667**	**10,988,817**

Detail

FUND #	Annual Expense Escalation Factor	EXPENSES	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
		Detail											
		Operations											
		Water Operations											
1	3.0%	Payroll - Regular	1,001,231	969,370	998,451	1,028,405	1,059,257	1,091,035	1,123,766	1,157,479	1,192,203	1,227,969	1,264,808
1	3.0%	Chromium 6	-	-	-	-	-	-	-	-	-	-	-
1	3.0%	Overtime	55,000	55,000	56,650	58,350	60,101	61,904	63,761	65,674	67,644	69,673	71,763
1	3.0%	Incentive Pay	8,534	8,534	8,790	9,054	9,326	9,606	9,894	10,191	10,497	10,812	11,136
1	3.0%	Standby Pay	32,100	32,100	33,063	34,055	35,077	36,129	37,213	38,329	39,479	40,663	41,883
1	3.0%	Education Incentive Bonus	29,890	30,042	30,943	31,871	32,827	33,812	34,826	35,871	36,947	38,055	39,197
1	3.0%	Comp Time Payoff	22,450	22,522	23,198	23,894	24,611	25,349	26,109	26,892	27,699	28,530	29,386
1	3.0%	Vacation Payoff	10,383	10,227	10,534	10,850	11,176	11,511	11,856	12,212	12,578	12,955	13,344
1	3.0%	Sick Leave Payoff	36,245	34,966	36,015	37,095	38,208	39,354	40,535	41,751	43,004	44,294	45,623
1	3.0%	FICA	98,521	94,353	97,184	100,100	103,103	106,196	109,382	112,663	116,043	119,524	123,110
1	3.0%	PERS	248,832	259,114	266,887	274,894	283,141	291,635	300,384	309,396	318,678	328,238	338,085
1	3.0%	Workers Comp	46,566	43,846	45,161	46,516	47,911	49,348	50,828	52,353	53,924	55,542	57,208
1	3.0%	Unemployment Insurance	6,365	6,277	6,465	6,659	6,859	7,065	7,277	7,495	7,720	7,952	8,191
1	3.0%	Life Insurance	1,518	1,122	1,156	1,191	1,227	1,264	1,302	1,341	1,381	1,422	1,465
1	3.0%	Health Insurance	6,144	6,144	6,328	6,518	6,714	6,915	7,122	7,336	7,556	7,783	8,016
1	3.0%	Dental Insurance	1,073	1,073	1,105	1,138	1,172	1,207	1,243	1,280	1,318	1,358	1,399
1	3.0%	Utility Credit	2,925	2,925	3,013	3,103	3,196	3,292	3,391	3,493	3,598	3,706	3,817
1	3.0%	Benefit Allowance	240,864	227,114	233,927	240,945	248,173	255,618	263,287	271,186	279,322	287,702	296,333
1	3.0%	Vehicle Allowance	5,115	5,115	5,268	5,426	5,589	5,757	5,930	6,108	6,291	6,480	6,674
1	3.0%	Boot Allowance	2,831	2,831	2,916	3,003	3,093	3,186	3,282	3,380	3,481	3,585	3,693
1	2.5%	Advertising/Publishing	3,100	3,100	3,178	3,257	3,338	3,421	3,507	3,595	3,685	3,777	3,871
1	2.5%	Printing/Binding	2,377	1,700	1,743	1,787	1,832	1,878	1,925	1,973	2,022	2,073	2,125
1	2.5%	Dues/Subscriptions	17,750	17,750	18,194	18,649	19,115	19,593	20,083	20,585	21,100	21,628	22,169
1	2.5%	Postage/Mailing Costs	4,500	1,750	1,794	1,839	1,885	1,932	1,980	2,030	2,081	2,133	2,186
1	2.5%	Travel/Conferences	2,500	2,500	2,563	2,627	2,693	2,760	2,829	2,900	2,973	3,047	3,123
1	2.5%	Staff Training	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,320	2,378	2,437	2,498
1	2.5%	Alarm Service	940	940	964	988	1,013	1,038	1,064	1,091	1,118	1,146	1,175
1	2.5%	Paging Service	600	600	615	630	646	662	679	696	713	731	749
1	2.5%	Pest Eradication Service	3,000	3,000	3,075	3,152	3,231	3,312	3,395	3,480	3,567	3,656	3,747
1	2.5%	Laboratory Services	60,000	65,000	66,625	68,291	69,998	71,748	73,542	75,381	77,266	79,198	81,178
1	2.5%	NPDES Storm Water Expense	50,000	55,000	56,375	57,784	59,229	60,710	62,228	63,784	65,379	67,013	68,688
1	2.5%	Uniform Purchase/Maint	6,500	6,500	6,663	6,830	7,001	7,176	7,355	7,539	7,727	7,920	8,118
1	3.0%	Overtime Meals	1,500	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
1	3.0%	Vision Allowance	2,000	2,000	2,060	2,122	2,186	2,252	2,320	2,390	2,462	2,536	2,612
1	6.0%	Utilities-Banning	1,100,000	1,250,000	1,325,000	1,404,500	1,488,770	1,578,096	1,672,782	1,773,149	1,879,538	1,992,310	2,111,849
1	2.3%	Electricity-Edison	17,500	20,000	20,460	20,931	21,412	21,904	22,408	22,923	23,450	23,989	24,541
1	3.0%	Telephone Service	13,900	13,900	14,317	14,747	15,189	15,645	16,114	16,597	17,095	17,608	18,136
1	2.5%	Natural Gas Service	1,000	1,000	1,025	1,051	1,077	1,104	1,132	1,160	1,189	1,219	1,249
1	2.5%	Radio Transmission Svcs	19,000	19,000	19,475	19,962	20,461	20,973	21,497	22,034	22,585	23,150	23,729
1	2.5%	Water Purchase-Resale	500,000	575,000	589,375	604,109	619,212	634,692	650,559	666,823	683,494	700,581	718,096
1	2.5%	Repair/Maint-Buildings	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
1	2.5%	Repair/Maint-Equipment	7,500	8,500	8,713	8,931	9,154	9,383	9,618	9,858	10,104	10,357	10,616
1	2.5%	Repair/Maint-Other	1,826	1,500	1,538	1,576	1,615	1,655	1,696	1,738	1,781	1,826	1,872
1	2.5%	Repair/Maint-Software	8,000	7,500	7,688	7,880	8,077	8,279	8,486	8,698	8,915	9,138	9,366
1	2.5%	Equipment Rental	10,000	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
1	2.5%	Lease/Purchase Payments	1,700	1,700	1,743	1,787	1,832	1,878	1,925	1,973	2,022	2,073	2,125
1	2.5%	City Hall Lease	41,750	41,750	42,794	43,864	44,961	46,085	47,237	48,418	49,628	50,869	52,141
1	2.5%	Professional Services	1,133,848	30,000	30,750	31,519	32,307	33,115	33,943	34,792	35,662	36,554	37,468
1	2.5%	Audit Services	1,800	1,800	1,845	1,891	1,938	1,986	2,036	2,087	2,139	2,192	2,247
1	3.0%	Medical/Physical Exams	300	300	309	318	328	338	348	358	369	380	391
1	2.5%	Engineering Services	151,534	-	-	-	-	-	-	-	-	-	-
1	2.5%	Departmental Supplies	4,000	4,000	4,100	4,203	4,308	4,416	4,526	4,639	4,755	4,874	4,996
1	2.5%	Food/Meals Cost	500	500	513	526	539	552	566	580	595	610	625
1	4.0%	Cemls/Gases/Pool Sup/DRG	33,111	31,037	32,278	33,569	34,912	36,308	37,760	39,270	40,841	42,475	44,174

Banning CA
Expenses Other than Major Capital Expenses

Summary - Operations

Line No:	FUND #	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1													
2	1	Operating	$ 6,429,745	$ 5,604,202	$ 5,797,640	$ 5,998,828	$ 6,208,131	$ 6,425,922	$ 6,652,608	$ 6,888,601	$ 7,134,349	$ 7,390,314	$ 7,656,987
3	1	Non Operating	-	-	-	-	-	-	-	-	-	-	-
4	1	Minor Capital	-	-	-	-	-	-	-	-	-	-	-
5	1	Transfers	2,628,829	2,881,470	2,892,362	3,115,093	3,144,813	3,177,739	3,208,637	3,237,526	3,264,425	3,299,353	3,331,830
6	1	Existing Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
7	1	New Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
8	1	Existing SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
	1	New SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
9		**TOTAL**	**9,058,574**	**8,485,672**	**8,690,002**	**9,113,921**	**9,352,944**	**9,603,661**	**9,861,245**	**10,126,127**	**10,398,774**	**10,689,667**	**10,988,817**

Detail

	FUND #	Annual Expense Escalation Factor	EXPENSES	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
10														
11			**Detail**											
			Operations											
66	1	2.5%	Licenses/Permits/Fees	51,000	45,000	46,125	47,278	48,460	49,672	50,914	52,187	53,492	54,829	56,200
67	1	2.5%	Taxes/Assessments	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,320	2,378	2,437	2,498
68	1	2.5%	Water Rebate Program	47,500	50,000	51,250	52,531	53,844	55,190	56,570	57,984	59,434	60,920	62,443
69	1	2.5%	Community Promotions	60,000	60,000	61,500	63,038	64,614	66,229	67,885	69,582	71,322	73,105	74,933
70	1	2.5%	Watermaster Services	50,000	50,000	51,250	52,531	53,844	55,190	56,570	57,984	59,434	60,920	62,443
71	1	2.5%	Wells/Pump Equip Expense	76,425	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380	93,665
72	1	2.5%	Reservoir Expenses	60,000	9,000	9,225	9,456	9,692	9,934	10,182	10,437	10,698	10,965	11,239
73	1	2.5%	Water Distribution System Expense	262,232	250,000	256,250	262,656	269,222	275,953	282,852	289,923	297,171	304,600	312,215
74	1	2.5%	Meters Expense	24,023	450,000	461,250	472,781	484,601	496,716	509,134	521,862	534,909	548,282	561,989
75	1	2.5%	Tools/Misc Supplies	12,500	12,500	12,813	13,133	13,461	13,798	14,143	14,497	14,859	15,230	15,611
76	1	2.5%	Aggeegate/Asphalt	30,000	35,000	35,875	36,772	37,691	38,633	39,599	40,589	41,604	42,644	43,710
77	1	2.5%	Water Reg, Valves, Etc	15,000	15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733
78	1	2.5%	Interfund SVC-Personnel	32,325	33,087	33,914	34,762	35,631	36,522	37,435	38,371	39,330	40,313	41,321
79	1	2.5%	Interfund SVC-C Attorney	58,945	49,720	50,963	52,237	53,543	54,882	56,254	57,660	59,102	60,580	62,095
80	1	2.5%	Interfund SVC-Janit/Mant	27,987	28,767	29,486	30,223	30,979	31,753	32,547	33,361	34,195	35,050	35,926
81	1	2.5%	Interfund SVC-Insurance	36,140	37,603	38,543	39,507	40,495	41,507	42,545	43,609	44,699	45,816	46,961
82	1	2.5%	Interfund SVC-Purch & A/P	26,370	27,113	27,791	28,486	29,198	29,928	30,676	31,443	32,229	33,035	33,861
83	1	2.5%	Interfund SVC-Fleet Maint	93,422	134,559	137,923	141,371	144,905	148,528	152,241	156,047	159,948	163,947	168,046
84	1	2.5%	Interfund SVC-Bill/Coll	313,446	323,755	331,849	340,145	348,649	357,365	366,299	375,456	384,842	394,463	404,325
85	1	2.5%	Interfund SVC-Mtr Read SVC	290,810	299,464	306,951	314,625	322,491	330,553	338,817	347,287	355,969	364,868	373,990
86	1	2.5%	Interfund SVC-Financial	71,351	73,382	75,217	77,097	79,024	81,000	83,025	85,101	87,229	89,410	91,645
87	1	2.5%	Interfund SVC-Computer	48,164	48,939	50,162	51,416	52,701	54,019	55,369	56,753	58,172	59,626	61,117
88	1	2.5%	Trsnsfr-General Fund	18,000	18,000	18,450	18,911	19,384	19,869	20,366	20,875	21,397	21,932	22,480
89	1	2.5%	TRSF - BUA Water Debt Svc	1,611,869	1,807,081	1,791,113	1,986,313	1,987,813	1,991,813	1,993,063	1,991,563	1,987,313	1,990,313	1,990,063
90	1	2.5%	Lease Payment	470,000	470,000	481,750	493,794	506,139	518,792	531,762	545,056	558,682	572,649	586,965
91	1	2.5%	Bond Paying Agent Fees	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,320	2,378	2,437	2,498
92	1	2.5%	Building Improvements	30,000	30,000	30,750	31,519	32,307	33,115	33,943	34,792	35,662	36,554	37,468
93	1	2.5%	Fencing Improvements	10,000	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
94	1	2.5%	Off Furn/Equip/Fixtures	7,500	7,500	7,688	7,880	8,077	8,279	8,486	8,698	8,915	9,138	9,366
95	1	2.5%	Computer Hardware	4,500	1,000	1,025	1,051	1,077	1,104	1,132	1,160	1,189	1,219	1,249
96	1	2.5%	Computer Software	7,500	-	-	-	-	-	-	-	-	-	-
97	1	2.5%	Radio Equipment/Radios	100	100	103	106	109	112	115	118	121	124	127
98	1	2.5%	Machinery/Equipment	10,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
99	1	2.5%	Planning/Engineering SVC	242	-	-	-	-	-	-	-	-	-	-
100	1	2.5%	Building Improvements	80,000	25,000	25,625	26,266	26,923	27,596	28,286	28,993	29,718	30,461	31,223
101	1	2.5%	Vehicles	50,000	-	-	-	-	-	-	-	-	-	-
102	1	2.5%	Water Debt - Professional Services	1,600	1,600	1,640	1,681	1,723	1,766	1,810	1,855	1,901	1,949	1,998
103	1	2.5%	Interfund Transfer	-	-	-	-	-	-	-	-	-	-	-
104	1	0.0%	Transfer to Repair and Replacement Fund		-	-	-	-	-	-	-	-	-	-
105	1	0.0%		-	-	-	-	-	-	-	-	-	-	-

Banning CA
CIP (Inflated)

Line No:	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1	**Capital Projects**											
2	City Facility Programming Assessment	$20,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3	Water Master Plan Update	-	152,272	-	-	-	-	-	-	-	-	-
4	Flume Consultant Costs	300,000	300,000	-	-	-	-	-	-	-	-	-
5	Replace SCADA Comp Hardware/Software	-	250,000	256,250	-	-	-	-	-	-	-	-
6	Water Line Replacement Locations #2 (Const)	-	400,000	256,250	-	-	-	-	-	-	-	-
7	Water Line Replacement Locations #3 (Const)	-	-	256,250	420,250	-	-	-	-	-	-	-
8	Annual Main Replacement (PS&E)	-	-	-	-	107,689	-	113,141	-	118,869	-	124,886
9	Annual Main Replacement (Const)	-	-	-	-	-	883,050	-	927,755	-	974,722	-
10	Pilot and Drill Well in Cabazon SU	-	500,000	512,500	-	-	-	-	-	-	-	-
11	Equip Well in Cabazon SU	-	-	1,025,000	525,313	-	-	-	-	-	-	-
12	Main to Cabazon Well	-	-	-	735,438	376,912	-	-	-	-	-	-
	Total	**$ 320,000**	**$ 1,602,272**	**$ 2,306,250**	**$ 1,681,000**	**$ 484,601**	**$ 883,050**	**$ 113,141**	**$ 927,755**	**$ 118,869**	**$ 974,722**	**$ 124,886**
											Total	**$ 9,536,546**

Uninflated

Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Capital Projects											
City Facility Programming Assessment	$20,000										
Water Master Plan Update		152,272									
Flume Consultant Costs	300,000	300,000									
Replace SCADA Comp Hardware/Software		250,000	250,000								
Water Line Replacement Locations #2 (Const)		400,000	250,000								
Water Line Replacement Locations #3 (Const)			250,000	400,000							
Annual Main Replacement (PS&E)					100,000		100,000		100,000		100,000
Annual Main Replacement (Const)						800,000		800,000		800,000	
Pilot and Drill Well in Cabazon SU		500,000	500,000								
Equip Well in Cabazon SU			1,000,000	500,000							
Main to Cabazon Well				700,000	350,000						
	$320,000	$1,602,272	$2,250,000	$1,600,000	$450,000	$800,000	$100,000	$800,000	$100,000	$800,000	$100,000
										Total	$8,922,272
Inflation Factor	100.00%	100.00%	102.50%	105.06%	107.69%	110.38%	113.14%	115.97%	118.87%	121.84%	124.89%

Banning CA
Pro Forma with Debt Service Coverage and Fund Balance Reconciliation

Line No	Operations		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1	***Wastewater Rate Revenue Increases***		***0.00%***	***0.00%***	***3.00%***	***3.00%***	***3.00%***	***3.00%***	***3.00%***	***3.00%***	***0.00%***	***0.00%***	***0.00%***
	% of Year Rate Increase Effective		***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
2	**Beginning Unrestricted Fund Balance**		**$ 1,686,520**	**$ 1,454,301**	**$ 1,434,870**	**$ 1,428,855**	**$ 1,577,731**	**$ 2,306,845**	**$ 3,150,778**	**$ 4,157,521**	**$ 5,298,363**	**$ 6,624,343**	**$ 7,965,262**
3	Rate Revenue 1		$ 3,200,000	$ 3,200,000	$ 3,371,808	$ 3,552,840	$ 3,743,592	$ 3,944,585	$ 4,156,370	$ 4,379,526	$ 4,614,663	$ 4,720,800	$ 4,829,378
4	Total Rate Revenue		$ 3,200,000	$ 3,200,000	$ 3,371,808	$ 3,552,840	$ 3,743,592	$ 3,944,585	$ 4,156,370	$ 4,379,526	$ 4,614,663	$ 4,720,800	$ 4,829,378
5	Other Operating Revenue		104	104	104	104	104	104	104	104	104	104	104
6	Interest Income - Operating Fund		8,000	7,000	7,000	7,000	8,000	12,000	16,000	21,000	26,000	33,000	40,000
7	Total Operating Revenue		$ 3,208,104	$ 3,207,104	$ 3,378,912	$ 3,559,944	$ 3,751,696	$ 3,956,689	$ 4,172,474	$ 4,400,630	$ 4,640,767	$ 4,753,904	$ 4,869,482
8	Operating Expenses		(2,174,108)	(2,029,965)	(2,084,478)	(2,140,468)	(2,197,978)	(2,257,048)	(2,317,733)	(2,380,063)	(2,444,090)	(2,509,860)	(2,577,425)
9	Net Revenue		$ 1,033,996	$ 1,177,139	$ 1,294,434	$ 1,419,476	$ 1,553,718	$ 1,699,641	$ 1,854,741	$ 2,020,567	$ 2,196,677	$ 2,244,044	$ 2,292,057
	Plus:												
	Other Sources of Funds												
10	Transfers In		-	-	-	-	-	-	-	-	-	-	-
	Less:												
	Other Uses of Funds												
11	Minor Capital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Major Capital Funded with Existing Reserves/Current Cash		(182,500)	(102,437)	(191,675)	(149,189)	-	(19,317)	-	(20,295)	-	(21,322)	-
13	Transfers Out		(1,083,715)	(1,094,134)	(1,108,774)	(1,121,411)	(824,604)	(836,391)	(847,998)	(859,430)	(870,696)	(881,803)	(897,446)
14	Non Operating Expenses		-	-	-	-	-	-	-	-	-	-	-
15	Existing SRF Debt Service		-	-	-	-	-	-	-	-	-	-	-
16	Existing Revenue Bond Debt Service		-	-	-	-	-	-	-	-	-	-	-
17	New Revenue Bond Debt Service		-	-	-	-	-	-	-	-	-	-	-
18	**Net Cash Flow**		**$ (232,219)**	**$ (19,432)**	**$ (6,015)**	**$ 148,877**	**$ 729,114**	**$ 843,933**	**$ 1,006,743**	**$ 1,140,842**	**$ 1,325,981**	**$ 1,340,919**	**$ 1,394,611**
19	Ending Unrestricted Fund Balance		$ 1,454,301	$ 1,434,870	$ 1,428,855	$ 1,577,731	$ 2,306,845	$ 3,150,778	$ 4,157,521	$ 5,298,363	$ 6,624,343	$ 7,965,262	$ 9,359,873
20	*Months of O&M and R&R Capital*		*8*	*8*	*8*	*9*	*13*	*17*	*22*	*27*	*33*	*38*	*44*
21	Target Unrestricted Fund Balance	Target	$ 285,709	$ 271,083	$ 278,255	$ 284,091	$ 259,108	$ 265,115	$ 271,239	$ 277,482	$ 283,850	$ 290,347	$ 297,447
	Debt Service Coverage Calculations:												
	Revenue Bond Debt Service Coverage												
	Rate Covenant Debt Service Coverage Test:												
22	Net Revenue Available for Debt Service Coverage Test		$ 1,033,996	$ 1,177,139	$ 1,294,434	$ 1,419,476	$ 1,553,718	$ 1,699,641	$ 1,854,741	$ 2,020,567	$ 2,196,677	$ 2,244,044	$ 2,292,057
	Revenue Bond Debt Service:												
23	Existing Revenue Bond Debt Service		390,289	388,473	393,781	396,150	393,106	394,106	394,656	394,756	394,406	393,606	397,044
24	New Revenue Bond Debt Service		-	-	-	-	-	-	-	-	-	-	-
25	Total Revenue Bond Debt Service		$ 390,289	$ 388,473	$ 393,781	$ 396,150	$ 393,106	$ 394,106	$ 394,656	$ 394,756	$ 394,406	$ 393,606	$ 397,044
26	**Debt Service Coverage - Rate Covenant**		**2.65**	**3.03**	**3.29**	**3.58**	**3.95**	**4.31**	**4.70**	**5.12**	**5.57**	**5.70**	**5.77**
27	*Debt Service Coverage Requirement*		*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*
	Parity Debt Service Coverage Test:												
28	Net Revenue Available for Debt Service Coverage Test		$ 1,033,996	$ 1,177,139	$ 1,294,434	$ 1,419,476	$ 1,553,718	$ 1,699,641	$ 1,854,741	$ 2,020,567	$ 2,196,677	$ 2,244,044	$ 2,292,057
29	Maximum Revenue Bond Debt Service		-	-	-	-	-	-	-	-	-	-	-
30	**Debt Service Coverage - Parity Test**		-	-	-	-	-	-	-	-	-	-	-
31	*Debt Service Coverage Requirement*		*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*	*1.15*
	SRF Debt Service Coverage Test												
	SRF Test:												
32	Net Revenue Available for Debt Service Coverage Test		$ 1,033,996	$ 1,177,139	$ 1,294,434	$ 1,419,476	$ 1,553,718	$ 1,699,641	$ 1,854,741	$ 2,020,567	$ 2,196,677	$ 2,244,044	$ 2,292,057
	Less:												
33	Existing Revenue Bond Debt Service		$ (390,289)	$ (388,473)	$ (393,781)	$ (396,150)	$ (393,106)	$ (394,106)	$ (394,656)	$ (394,756)	$ (394,406)	$ (393,606)	$ (397,044)
34	Net Revenue Available for SRF Debt Service Coverage Test		$ 643,707	$ 788,666	$ 900,653	$ 1,023,326	$ 1,160,612	$ 1,305,535	$ 1,460,085	$ 1,625,811	$ 1,802,271	$ 1,850,438	$ 1,895,013
35	Existing SRF Debt Service		$ 292,691	$ 292,389	$ 304,289	$ 304,289	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36	New SRF Debt Service		-	-	-	-	-	-	-	-	-	-	-
37	Total SRF Debt Service		292,691	292,389	304,289	304,289	-	-	-	-	-	-	-
38	**Debt Service Coverage - SRF Test**		**2.20**	**2.70**	**2.96**	**3.36**	-	-	-	-	-	-	-
39	*Debt Service Coverage Requirement*		*1.10*	*1.10*	*1.10*	*1.10*	*1.10*	*1.10*	*1.10*	*1.10*	*1.10*	*1.10*	*1.10*

Banning CA

Beginning Fund Balance Reconciliation

Line No:	BEGINNING BALANCES		Operations
1	**Current assets:**		
2	Pooled cash and investments	$	1,686,520
3	Receivables (net of allowance for uncollectibles):		-
4	Loans		-
5			-
6			-
7			-
8			-
9			-
10			-
11			-
12	**Total Current Assets**	**$**	**1,686,520**
	Current Liabilities:		
13	Accounts and contracts payable	$	-
14	Accrued Liabilities		-
15	Accrued Interest		-
16	Deposits Payable		-
17	Compensated Absences		-
18	Bonds, Notes & Capital Leases		-
19	Due to other funds		-
20	Deferred revenue		-
21	**Total Current Liabilities**	**$**	**-**
	Adjustment:		
22	Removal of Inventories (Not Liquid)		-
23	Other Assets (Unkown Cash)		-
24	Net Adjustments	$	-
25	**Net Beginning Balances (Curr Assets less Current Liabilities - with Adjustments)**	**$**	**1,686,520**

Summary

Line No:	Code	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1													
2	RR1	Rate Revenue 1	$ 3,200,000	$ 3,200,000	$ 3,371,808	$ 3,552,840	$ 3,743,592	$ 3,944,585	$ 4,156,370	$ 4,379,526	$ 4,614,663	$ 4,720,800	$ 4,829,378
3	OR	Other Operating Revenue	104	104	104	104	104	104	104	104	104	104	104
4	TRIN	Transfers In	-	-	-	-	-	-	-	-	-	-	-
5	Sources - Fund 2	Sources of Funds - Fund 2	70,000	18,000	-	-	-	-	-	-	-	-	-
6	INT - Fund 1	Interest Earnings - Fund 1	2,000	10,000	10,000	10,000	13,000	18,000	24,000	32,000	40,000	49,000	58,000
7	INT - Fund 2	Interest Earnings - Fund 2	20,000	72,000	72,000	72,000	73,000	73,000	73,000	74,000	74,000	75,000	75,000

Detail

	Code	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
8													
9		**Operations**											
10	RR1 - BEFORE GROWTH AND RATE INCR	Rate Revenue 1	$ 3,200,000	$ 3,200,000	$ 3,200,000	$ 3,371,808	$ 3,552,840	$ 3,743,592	$ 3,944,585	$ 4,156,370	$ 4,379,526	$ 4,614,663	$ 4,720,800
11	RR1 - Growth	Growth	0.00%	0.00%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%
12		Revenue Increase	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%	0.00%
13		Pct of Year Revenue Increase Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
14	RR1	Total Rate Revenue 1 - After Revenue Increase	$ 3,200,000	$ 3,200,000	$ 3,371,808	$ 3,552,840	$ 3,743,592	$ 3,944,585	$ 4,156,370	$ 4,379,526	$ 4,614,663	$ 4,720,800	$ 4,829,378
15	OR	Misc. Receipts/Revenue	104	104	104	104	104	104	104	104	104	104	104
16		Interest Earning Calculation			-	-	-	-	-	-	-	-	-
17		Average Balance	$ 1,047,000	$ 963,000	$ 955,000	$ 1,002,000	$ 1,295,000	$ 1,819,000	$ 2,436,000	$ 3,152,000	$ 3,974,000	$ 4,863,000	$ 5,775,000
18		Assumed Interest Earnings Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
19	INT - Fund 1	Projected Interest Earnings	2,000	10,000	10,000	10,000	13,000	18,000	24,000	32,000	40,000	49,000	58,000
20		**Capital Facility**											
21		Capital Facilities Fee	65,000	15,000	-	-	-	-	-	-	-	-	-
22		Capital Frontage Fee	5,000	3,000	-	-	-	-	-	-	-	-	-
23		Transfers In	-	-	-	-	-	-	-	-	-	-	-
24	Sources - Fund 2	Total Sources	70,000	18,000	-	-	-	-	-	-	-	-	-
25		Interest Earnings Calculation											
26		Average Balance	$ 7,096,000	$ 7,161,000	$ 7,203,000	$ 7,239,000	$ 7,275,000	$ 7,312,000	$ 7,348,000	$ 7,385,000	$ 7,422,000	$ 7,459,000	$ 7,497,000
27		Assumed Interest Earnings Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
28	INT - Fund 2	Projected Interest Earnings	$ 20,000	$ 72,000	$ 72,000	$ 72,000	$ 73,000	$ 73,000	$ 73,000	$ 74,000	$ 74,000	$ 75,000	$ 75,000
29		**Tertiary Fund**											
30		Surcharge-Tertiary Reserv	355,000	355,000	-	-	-	-	-	-	-	-	-
31		Non Operating Revenue	-	-	-	-	-	-	-	-	-	-	-
32		Transfers In	-	-	-	-	-	-	-	-	-	-	-
33	Sources - Fund 3	Total Sources	355,000	355,000	-	-	-	-	-	-	-	-	-
34		Interest Earnings Calculation											
35		Average Balance	$ 3,322,000	$ 3,575,000	$ 3,712,000	$ 3,730,000	$ 3,749,000	$ 3,768,000	$ 3,786,000	$ 3,805,000	$ 3,824,000	$ 3,843,000	$ 3,863,000
36		Assumed Interest Earnings Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
37	INT - Fund 3	Projected Interest Earnings	$ 7,500	$ 36,000	$ 37,000	$ 37,000	$ 37,000	$ 38,000	$ 38,000	$ 38,000	$ 38,000	$ 38,000	$ 39,000

Summary - Operations

Line No:	FUND #	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1													
2	1	Operating	$ 2,174,108	$ 2,029,965	$ 2,084,478	$ 2,140,468	$ 2,197,978	$ 2,257,048	$ 2,317,733	$ 2,380,063	$ 2,444,090	$ 2,509,860	$ 2,577,425
3	1	Non Operating	-	-	-	-	-	-	-	-	-	-	-
4	1	Minor Capital	-	-	-	-	-	-	-	-	-	-	-
5	1	Transfers	1,083,715	1,094,134	1,108,774	1,121,411	824,604	836,391	847,998	859,430	870,696	881,803	897,446
6	1	Existing Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
7	1	New Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
8	1	Existing SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
	1	New SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
9		**TOTAL**	**3,257,823**	**3,124,099**	**3,193,252**	**3,261,879**	**3,022,582**	**3,093,439**	**3,165,731**	**3,239,493**	**3,314,786**	**3,391,663**	**3,474,871**

Detail

10	FUND #	Annual Expense Escalation Factor	EXPENSES	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
11			**Detail**											
			Operations											
12			**Sewer Operations**											
13	1	3.0%	Payroll-Regular	379,024	389,223	400,900	412,927	425,315	438,074	451,216	464,752	478,695	493,056	507,848
14	1	3.0%	Overtime	3,000	3,000	3,090	3,183	3,278	3,376	3,477	3,581	3,688	3,799	3,913
15	1	3.0%	Incentive Pay	5,692	5,692	5,863	6,039	6,220	6,407	6,599	6,797	7,001	7,211	7,427
16	1	3.0%	Standby Pay	17,800	17,800	18,334	18,884	19,451	20,035	20,636	21,255	21,893	22,550	23,227
17	1	3.0%	Education Incentive Bonus	6,591	6,591	6,789	6,993	7,203	7,419	7,642	7,871	8,107	8,350	8,601
18	1	3.0%	Comp Time Payoff	8,709	9,018	9,289	9,568	9,855	10,151	10,456	10,770	11,093	11,426	11,769
19	1	3.0%	Vacation Payoff	6,408	6,661	6,861	7,067	7,279	7,497	7,722	7,954	8,193	8,439	8,692
20	1	3.0%	Sick Leave Payoff	11,736	12,121	12,485	12,860	13,246	13,643	14,052	14,474	14,908	15,355	15,816
21	1	3.0%	FICA	33,049	33,523	34,529	35,565	36,632	37,731	38,863	40,029	41,230	42,467	43,741
22	1	3.0%	PERS	93,393	102,954	106,043	109,224	112,501	115,876	119,352	122,933	126,621	130,420	134,333
23	1	3.0%	Workers Comp	15,866	15,761	16,234	16,721	17,223	17,740	18,272	18,820	19,385	19,967	20,566
24	1	3.0%	Unemployment Insurance	2,297	2,514	2,589	2,667	2,747	2,829	2,914	3,001	3,091	3,184	3,280
25	1	3.0%	Life Insurance	767	767	790	814	838	863	889	916	943	971	1,000
26	1	3.0%	Health Insurance	4,311	4,311	4,440	4,573	4,710	4,851	4,997	5,147	5,301	5,460	5,624
27	1	3.0%	Dental Insurance	762	762	785	809	833	858	884	911	938	966	995
28	1	3.0%	Utility Credit	2,070	2,070	2,132	2,196	2,262	2,330	2,400	2,472	2,546	2,622	2,701
29	1	3.0%	Benefit Allowance	82,884	82,884	85,371	87,932	90,570	93,287	96,086	98,969	101,938	104,996	108,146
30	1	3.0%	Vehicle Allowance	3,615	3,615	3,723	3,835	3,950	4,069	4,191	4,317	4,447	4,580	4,717
31	1	2.5%	Boot Allowance	888	888	910	933	956	980	1,005	1,030	1,056	1,082	1,109
32	1	2.5%	Advertising/Publishing	1,500	1,500	1,538	1,576	1,615	1,655	1,696	1,738	1,781	1,826	1,872
33	1	2.5%	Printing/Binding	500	500	513	526	539	552	566	580	595	610	625
34	1	2.5%	Dues/Subscriptions	750	750	769	788	808	828	849	870	892	914	937
35	1	2.5%	Postage/Mailings	2,500	500	513	526	539	552	566	580	595	610	625
36	1	2.5%	Travel/Conferences	1,250	1,250	1,281	1,313	1,346	1,380	1,415	1,450	1,486	1,523	1,561
37	1	2.5%	Staff Training	500	500	513	526	539	552	566	580	595	610	625
38	1	2.5%	Contract Employment Svcs	7,500	-	-	-	-	-	-	-	-	-	-
39	1	2.5%	Laboratory Services	12,000	12,000	12,300	12,608	12,923	13,246	13,577	13,916	14,264	14,621	14,987
40	1	2.5%	Sludge Hauling	25,000	25,000	25,625	26,266	26,923	27,596	28,286	28,993	29,718	30,461	31,223
41	1	2.5%	NPDES Storm Water Expense	25,000	25,000	25,625	26,266	26,923	27,596	28,286	28,993	29,718	30,461	31,223
42	1	2.5%	Contracted WWTR Plant SVC	663,000	676,260	693,167	710,496	728,258	746,464	765,126	784,254	803,860	823,957	844,556
43	1	2.5%	Uniform Purchase/Maint	1,000	1,000	1,025	1,051	1,077	1,104	1,132	1,160	1,189	1,219	1,249
44	1	2.5%	Overtime Meals	250	250	256	262	269	276	283	290	297	304	312
45	1	2.5%	Vision Allowance	250	250	256	262	269	276	283	290	297	304	312
46	1	2.3%	Utilities-Banning	95,000	95,000	97,185	99,420	101,707	104,046	106,439	108,887	111,391	113,953	116,574
47	1	2.5%	Telephone SVC	550	550	564	578	592	607	622	638	654	670	687
48	1	2.5%	Radio Transmission Svcs	400	400	410	420	431	442	453	464	476	488	500
49	1	2.5%	Repair/Maint-Buildings	2,890	9,500	9,738	9,981	10,231	10,487	10,749	11,018	11,293	11,575	11,864
50	1	2.5%	Repair/Maint-Plant	5,000	40,000	41,000	42,025	43,076	44,153	45,257	46,388	47,548	48,737	49,955
51	1	2.5%	Repair/Maint-Equipment	17,657	9,500	9,738	9,981	10,231	10,487	10,749	11,018	11,293	11,575	11,864
52	1	2.5%	Repair/Maint-Fencing	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
53	1	2.5%	Repair/Maint-Radios	150	150	154	158	162	166	170	174	178	182	187
54	1	2.5%	Repair/Maint-Radios	7,380	9,000	9,225	9,456	9,692	9,934	10,182	10,437	10,698	10,965	11,239
55	1	2.5%	City Hall Lease	16,700	16,700	17,118	17,546	17,985	18,435	18,896	19,368	19,852	20,348	20,857
56	1	2.5%	Professional Services	52,850	40,000	41,000	42,025	43,076	44,153	45,257	46,388	47,548	48,737	49,955
57	1	2.5%	Audit Services	1,800	1,800	1,845	1,891	1,938	1,986	2,036	2,087	2,139	2,192	2,247
58	1	2.5%	Medical/Physical Exams	200	200	205	210	215	220	226	232	238	244	250
59	1	2.5%	Departmental Supplies	1,000	1,000	1,025	1,051	1,077	1,104	1,132	1,160	1,189	1,219	1,249
60	1	2.5%	Food/Meals Cost	150	150	154	158	162	166	170	174	178	182	187
61	1	4.0%	Chmcls/Gases/Pool Suppls	30,000	30,000	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699
62	1	2.5%	Laboratory Supplies	2,500	2,500	2,563	2,627	2,693	2,760	2,829	2,900	2,973	3,047	3,123
63	1	2.5%	Licenses/Permits/Fees	35,000	35,000	35,875	36,772	37,691	38,633	39,599	40,589	41,604	42,644	43,710
64	1	2.5%	Community Promotion	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,320	2,378	2,437	2,498
65	1	2.5%	Sewer Coll System Expense	85,000	85,000	87,125	89,303	91,536	93,824	96,170	98,574	101,038	103,564	106,153

Banning CA
Expenses Other than Major Capital Expenses

Summary - Operations

Line No:	FUND #	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1													
2	1	Operating	$ 2,174,108	$ 2,029,965	$ 2,084,478	$ 2,140,468	$ 2,197,978	$ 2,257,048	$ 2,317,733	$ 2,380,063	$ 2,444,090	$ 2,509,860	$ 2,577,425
3	1	Non Operating	-	-	-	-	-	-	-	-	-	-	-
4	1	Minor Capital	-	-	-	-	-	-	-	-	-	-	-
5	1	Transfers	1,083,715	1,094,134	1,108,774	1,121,411	824,604	836,391	847,998	859,430	870,696	881,803	897,446
6	1	Existing Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
7	1	New Bond Debt Service	-	-	-	-	-	-	-	-	-	-	-
8	1	Existing SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
	1	New SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
9		**TOTAL**	**3,257,823**	**3,124,099**	**3,193,252**	**3,261,879**	**3,022,582**	**3,093,439**	**3,165,731**	**3,239,493**	**3,314,786**	**3,391,663**	**3,474,871**

Detail

	FUND #	Annual Expense Escalation Factor	EXPENSES	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
10														
11			**Detail**											
			Operations											
66	1	2.5%	Tools/Misc Supplies	6,309	5,500	5,638	5,779	5,923	6,071	6,223	6,379	6,538	6,701	6,869
67	1	2.5%	Interfund SVC-Personnel	12,107	12,393	12,703	13,021	13,347	13,681	14,023	14,374	14,733	15,101	15,479
68	1	2.5%	Interfund SVC-Attorney	17,205	14,512	14,875	15,247	15,628	16,019	16,419	16,829	17,250	17,681	18,123
69	1	2.5%	Interfund SVC-Janit/Mant	10,412	10,703	10,971	11,245	11,526	11,814	12,109	12,412	12,722	13,040	13,366
70	1	2.5%	Interfund SVC-Insurance	27,572	28,689	29,406	30,141	30,895	31,667	32,459	33,270	34,102	34,955	35,829
71	1	2.5%	Interfund SVC-Purch & A/P	9,912	10,192	10,447	10,708	10,976	11,250	11,531	11,819	12,114	12,417	12,727
72	1	2.5%	Interfund SVC-Fleet Maint	23,839	34,336	35,194	36,074	36,976	37,900	38,848	39,819	40,814	41,834	42,880
73	1	2.5%	Interfund SVC-Bill/Coll	233,451	234,589	240,454	246,465	252,627	258,943	265,417	272,052	278,853	285,824	292,970
74	1	2.5%	Interfund SVC-Financial	26,820	27,584	28,274	28,981	29,706	30,449	31,210	31,990	32,790	33,610	34,450
75	1	2.5%	Interfund SVC-Computer	27,133	27,688	28,380	29,090	29,817	30,562	31,326	32,109	32,912	33,735	34,578
76	1	2.5%	Interfund SVC-State Rev Loan FD	300,000	300,000	304,289	304,289	-	-	-	-	-	-	-
77	1	2.5%	Interfund SVC-BUA WWTR Debt SVC	395,264	393,448	393,781	396,150	393,106	394,106	394,656	394,756	394,406	393,606	397,044
78	1	2.5%	Lease Payment	181,000	181,000	185,525	190,163	194,917	199,790	204,785	209,905	215,153	220,532	226,045
79	1	2.5%	Bond Paying Agent Fees	1,975	1,975	2,024	2,075	2,127	2,180	2,235	2,291	2,348	2,407	2,467
80	1	2.5%	Computer Hardware	1,610	1,000	1,025	1,051	1,077	1,104	1,132	1,160	1,189	1,219	1,249
81	1	2.5%	Machinery/Equipment	7,500	7,500	7,688	7,880	8,077	8,279	8,486	8,698	8,915	9,138	9,366
82	1	2.5%	Fencing Improvements	75,000	-	-	-	-	-	-	-	-	-	-
83	1	2.5%	Machinery/Equipment	115,000	-	-	-	-	-	-	-	-	-	-
84	1	2.5%	Professional Services - Debt Service Fund	1,350	1,350	1,384	1,419	1,454	1,490	1,527	1,565	1,604	1,644	1,685
85	1	2.5%	Bond Paying Agent Fees - Debt Service Fund	3,275	3,275	3,357	3,441	3,527	3,615	3,705	3,798	3,893	3,990	4,090
109	1	3.0%				-	-	-	-	-	-	-	-	-
110			**Non-Departmental Miscellaneous**											
111	1	3.0%	Unemployment	-	-	-	-	-	-	-	-	-	-	-
112	1	2.5%	Liability Insurance	-	-	-	-	-	-	-	-	-	-	-
113	1	3.0%	Salary Contingency	-	-	-	-	-	-	-	-	-	-	-
	1	0.0%		-	-	-	-	-	-	-	-	-	-	-
114	1	0.0%	Bond Paying Agent Fees	-	-	-	-	-	-	-	-	-	-	-
115	1	0.0%	Existing SRF Debt Service	-	-	-	-	-	-	-	-	-	-	-
116	1	2.5%	Interfund Transfer	-	-	-	-	-	-	-	-	-	-	-
117	1	0.0%	Transfer to Repair and Replacement Fund		-	-	-	-	-	-	-	-	-	-
118	1	0.0%	Loan to PIF Fund	-	-	-	-	-	-	-	-	-	-	-

Banning CA
CIP (Inflated)

Line No:	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1	**Capital Projects**											
2	City Facility Programming Assessment	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3	Digester Dome Repairs (PS&E)	20,000	-	-	-	-	-	-	-	-	-	-
4	Digester Cleaning/Dome Repairs (Const)	62,500	-	-	-	-	-	-	-	-	-	-
5	WWTP Fencing	45,000	-	-	-	-	-	-	-	-	-	-
6	Repairs to Heat Exchanger (WWTP)	-	5,000	25,625	-	-	-	-	-	-	-	-
7	Repairs to Boiler Gas Control Valves	-	7,500	33,313	-	-	-	-	-	-	-	-
8	PVC Digester Gas Piping	-	2,500	12,813	-	-	-	-	-	-	-	-
9	Iron Sponge Media Replacement	-	17,500	-	18,386	-	19,317	-	20,295	-	21,322	-
10	Portable Camera System (CCTV)	50,000	-	-	-	-	-	-	-	-	-	-
11	Sewer Master Plan Update	-	69,937	-	-	-	-	-	-	-	-	-
12	Replacement of 30" Trunk to WWTP w/DIP (Design)	-	-	-	-	-	-	-	-	-	-	-
13	Replacement of 30" Trunk to WWTP w/DIP (Const)	-	-	-	-	-	-	-	-	-	-	-
14	WWTP Expansion (D)	-	-	-	-	-	-	-	-	-	-	-
15	WWTP Expansion (C)	-	-	-	-	-	-	-	-	-	-	-
16	Capacity Project C-1	-	-	119,925	-	-	-	-	-	-	-	-
17	Capacity Project C-2	-	-	-	130,803	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-	-	-	-	-
	Total	$ 182,500	$ 102,437	$ 191,675	$ 149,189	$ -	$ 19,317	$ -	$ 20,295	$ -	$ 21,322	$ -
											Total	$ 686,734

Uninflated

Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Capital Projects											
City Facility Programming Assessment	$5,000										
Digester Dome Repairs (PS&E)	20,000										
Digester Cleaning/Dome Repairs (Const)	62,500										
WWTP Fencing	45,000										
Repairs to Heat Exchanger (WWTP)		5,000	25,000								
Repairs to Boiler Gas Control Valves		7,500	32,500								
PVC Digester Gas Piping		2,500	12,500								
Iron Sponge Media Replacement		17,500		17,500		17,500		17,500		17,500	
Portable Camera System (CCTV)	50,000										
Sewer Master Plan Update		69,937									
Replacement of 30" Trunk to WWTP w/DIP (Design)											
Replacement of 30" Trunk to WWTP w/DIP (Const)											
WWTP Expansion (D)											
WWTP Expansion (C)											
Capacity Project C-1			117,000								
Capacity Project C-2				124,500							
Total	$ 182,500	$ 102,437	$ 187,000	$ 142,000	$ -	$ 17,500	$ -	$ 17,500	$ -	$ 17,500	$ -
										Total	$ 666,437
Inflation Factor	100.00%	100.00%	102.50%	105.06%	107.69%	110.38%	113.14%	115.97%	118.87%	121.84%	124.89%

		Proposed				
Meter Size $/Month	**Current**	**FY 2018-19**	**FY 2019-20**	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**
5/8-inch	$20.94	$21.57	$22.22	$22.88	$23.57	$24.28
3/4-inch	20.94	21.57	22.22	22.88	23.57	24.28
1-inch	31.75	32.70	33.68	34.69	35.73	36.81
1.5-inch	58.74	60.50	62.32	64.19	66.11	68.10
2-inch	91.14	93.87	96.69	99.59	102.58	105.66
3-inch	166.77	171.77	176.93	182.23	187.70	193.33
4-inch	274.83	283.07	291.57	300.31	309.32	318.60
6-inch	544.79	561.13	577.97	595.31	613.17	631.56
8-inch	868.83	894.89	921.74	949.39	977.88	1,007.21
Commodity $/HCF						
0-12 HCF	$1.84	$1.90	$1.95	$2.01	$2.07	$2.13
13-25 HCF	2.34	2.41	2.48	2.56	2.63	2.71
26+ HCF	2.64	2.72	2.80	2.88	2.97	3.06
City/Parks	0.58	0.60	0.62	0.63	0.65	0.67

		Proposed				
Class	**Current**	**FY 2018-19**	**FY 2019-20**	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**
Residential	$18.48	$19.03	$19.61	$20.19	$20.80	$21.42
Commercial ($/EDU)	18.48	19.03	19.61	20.19	20.80	21.42
Tertiary Surcharge ($/EDU)	2.00	2.06	2.12	2.19	2.25	2.32

Banning CA
CIP (Inflated)

Line No:	Service	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1		**Capital Projects**											
2	Water	City Facility Programming Assessment	$20,000	$20,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
3	Water	Water Master Plan Update	-	-	-	-	-	-	-	-	186,624	-	-
4	Water	Flume Consultant Costs	300,000	300,000	307,500	-	-	-	-	-	-	-	-
5	Water	Replace SCADA Comp Hardware/Software	-	250,000	256,250	262,656	-	-	-	-	-	-	-
6	Water	Water Line Replacement Locations #2 (Const)	-	650,000	-	-	-	-	-	-	-	-	-
7	Water	Water Line Replacement Locations #3 (Const)	-	-	666,250	-	-	-	-	-	-	-	-
8	Water	New Transmission Main for Upper Main Reservoir 1	-	-	-	537,920	2,755,763	2,259,505	-	-	-	-	-
9	Water	New Transmission Main for Foothill West Reservoir 1 (Butterfield)	-	-	-	391,883	2,008,401	1,646,889	-	-	-	-	-
10	Water	New Transmission Main for Proposed Lower Main Well C-8	-	414,000	-	-	-	-	-	-	-	-	-
11	Water	New Transmissions Main for Proposed Upper Main C-9	-	-	-	-	-	-	-	480,113	-	-	-
12	Water	Fireflow Improvement 1	-	126,000	-	-	-	-	-	-	-	-	-
13	Water	Fireflow Improvement 2	-	29,000	-	-	-	-	-	-	-	-	-
14	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)	-	341,000	-	-	-	-	-	-	-	-	-
15	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)	-	511,000	-	-	-	-	-	-	-	-	-
16	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)	-	-	412,050	173,353	-	-	-	-	-	-	-
17	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)	-	-	1,019,875	1,208,219	-	-	-	-	-	-	-
18	Water	Fireflow Improvement 4	-	-	-	-	62,460	-	-	-	-	-	-
19	Water	Fireflow Improvement 5	-	-	-	-	236,916	-	-	-	-	-	-
20	Water	Fireflow Improvement 6	-	-	-	-	31,230	-	-	-	-	-	-
21	Water	Fireflow Improvement 7	-	-	-	-	156,149	-	-	-	-	-	-
22	Water	Fireflow Improvement 8	-	-	-	-	67,844	-	-	-	-	-	-
23	Water	Fireflow Improvement 9	-	-	-	-	33,384	-	-	-	-	-	-
24	Water	Fireflow Improvement 10	-	-	-	-	31,230	-	-	-	-	-	-
25	Water	Fireflow Improvement 11	-	-	-	-	203,532	-	-	-	-	-	-
26	Water	Fireflow Improvement 12	-	-	-	-	156,149	-	-	-	-	-	-
27	Water	Fireflow Improvement 13	-	-	-	-	135,688	-	-	-	-	-	-
28	Water	Fireflow Improvement 14	-	-	-	-	236,916	-	-	-	-	-	-
29	Water	Fireflow Improvement 15	-	-	-	-	-	69,540	-	-	-	-	-
30	Water	Fireflow Improvement 15	-	-	-	-	-	915,061	-	-	-	-	-
31	Water	Fireflow Improvement 16	-	-	-	-	-	-	462,746	-	-	-	-
32	Water	Fireflow Improvement 16	-	-	-	-	-	-	703,736	-	-	-	-
33	Water	Fireflow Improvement 17	-	-	-	-	-	-	356,394	-	-	-	-
34	Water	Fireflow Improvement 18	-	-	-	-	-	-	498,951	-	-	-	-
35	Water	Fireflow Improvement 19	-	-	-	-	-	-	498,951	-	-	-	-
36	Water	Fireflow Improvement 20	-	-	-	-	-	-	-	1,753,456	-	-	-
37	Water	Two Additional Pump Stations	-	-	747,225	-	-	-	-	-	-	-	-
38	Water	Add VFD to Well C-6	-	-	-	-	-	183,233	-	-	-	-	-
39	Water	Add VFD to Well C-8	-	-	-	-	-	183,233	-	-	-	-	-
40	Water	Proposed Upper Main Reservoir 1	-	-	-	1,393,129	7,139,785	5,854,624	-	-	-	-	-
41	Water	Proposed Foothill West Reservoir 1	-	-	-	587,299	3,012,063	2,470,333	-	-	-	-	-
42	Water	Proposed Zone Main Zone Well C-8	-	342,000	1,753,775	1,438,306	-	-	-	-	-	-	-
43	Water	Proposed Upper Main Well C-9	-	-	-	-	-	-	480,848	2,464,349	2,020,766	-	-
44	Water	Altitude Valves (City's Existing CIP)	-	250,000	-	-	-	-	-	-	-	-	-
45	Water	New Pressure Reducing Valve for Rancho San Gorgonio	-	-	-	-	-	-	-	-	405,342	-	-
46	Water	Pipeline Age Replacement Program	-	-	-	-	107,689	883,050	113,141	927,755	118,869	-	-
47	Water	Water Line Replacement: Jacinto View/Chevy (City's Existing CIP)	-	-	30,750	577,844	-	-	-	-	-	-	-
48	Water	San Gorgonio Reservoir Site R&R	-	-	-	-	-	-	-	434,885	445,757	-	-
49	Water	Southwest Reservoir Site R&R	-	-	-	29,418	-	-	-	-	-	-	-
50	Water	Mountain Reservoir Site R&R	-	-	165,025	169,151	230,455	-	-	-	-	-	-
51	Water	High Valley Reservoir Site R&R	-	181,000	185,525	-	-	-	-	-	-	-	-
52	Water	Sunset Reservoir Site R&R	-	-	-	-	-	-	658,480	-	-	-	-
53	Water	Hargrave & John PRV R&R	-	-	35,875	-	-	-	-	-	-	-	-
54	Water	Well 1 Site R&R	-	133,000	-	-	-	-	-	-	-	-	-
55	Water	Well 3 Site R&R	-	-	-	-	18,307	-	-	-	-	-	-
56	Water	Well C-2 Site R&R	-	-	-	-	675,210	-	-	-	-	-	-
57	Water	Well C-5 Site R&R	-	-	-	-	-	-	436,724	-	-	-	-
58	Water	Well C-6 Site R&R	-	-	-	-	-	14,350	-	-	-	-	-
59	Water	Well M-3 Site R&R	-	-	-	-	-	-	14,708	-	-	-	-
60	Water	Well M-11 Site R&R	-	-	-	-	-	-	-	28,992	-	-	-
61	Water	Well Enclosures (City's Existing CIP)	-	80,000	-	84,050	-	88,305	-	92,775	-	-	-
62	Water	Well Rehabilitation (City's Existing CIP)	-	150,000	-	157,594	-	165,572	-	173,954	-	-	-
63	Water	Multi Site Projects (Emergency Power & Sfaety Retrofits)	-	273,000	279,825	286,821	293,991	301,341	308,874	316,596	324,511	-	-
64	Water	Pipeline Rehabilitation Asset Study	-	249,000	-	-	-	-	-	-	-	-	-
65	Water	Security Cameras at Water yard (City's Existing CIP)	-	33,000	-	-	-	-	-	-	-	-	-
66	Water	Work Truck (City's Existing CIP)	-	-	-	42,025	43,076	-	-	-	-	-	-
67	Water	Automatic Meter Reading (AMR) (City's Existing CIP)	-	1,800,000	2,050,000	-	-	-	-	-	-	-	-
68	Water	Advanced Metering Infrastructure (AMI) (City's Existing CIP)	-	-	768,750	-	-	-	-	-	-	-	-
69	Water	Computer Information System/ERP (City's Existing CIP)	-	-	-	787,969	807,668	-	-	-	-	-	-
70	Water	Chromium 6 Treatment Pilot Study, Design and Construction (City's Existing CIP)	-	-	184,500	1,313,281	5,384,453	27,595,322	-	-	-	-	-
		Total	**$ 320,000**	**$ 6,132,000**	**$ 8,863,175**	**$ 9,440,916**	**$ 23,828,359**	**$ 42,630,358**	**$ 4,533,553**	**$ 6,672,876**	**$ 3,501,868**	**$ -**	**$ -**

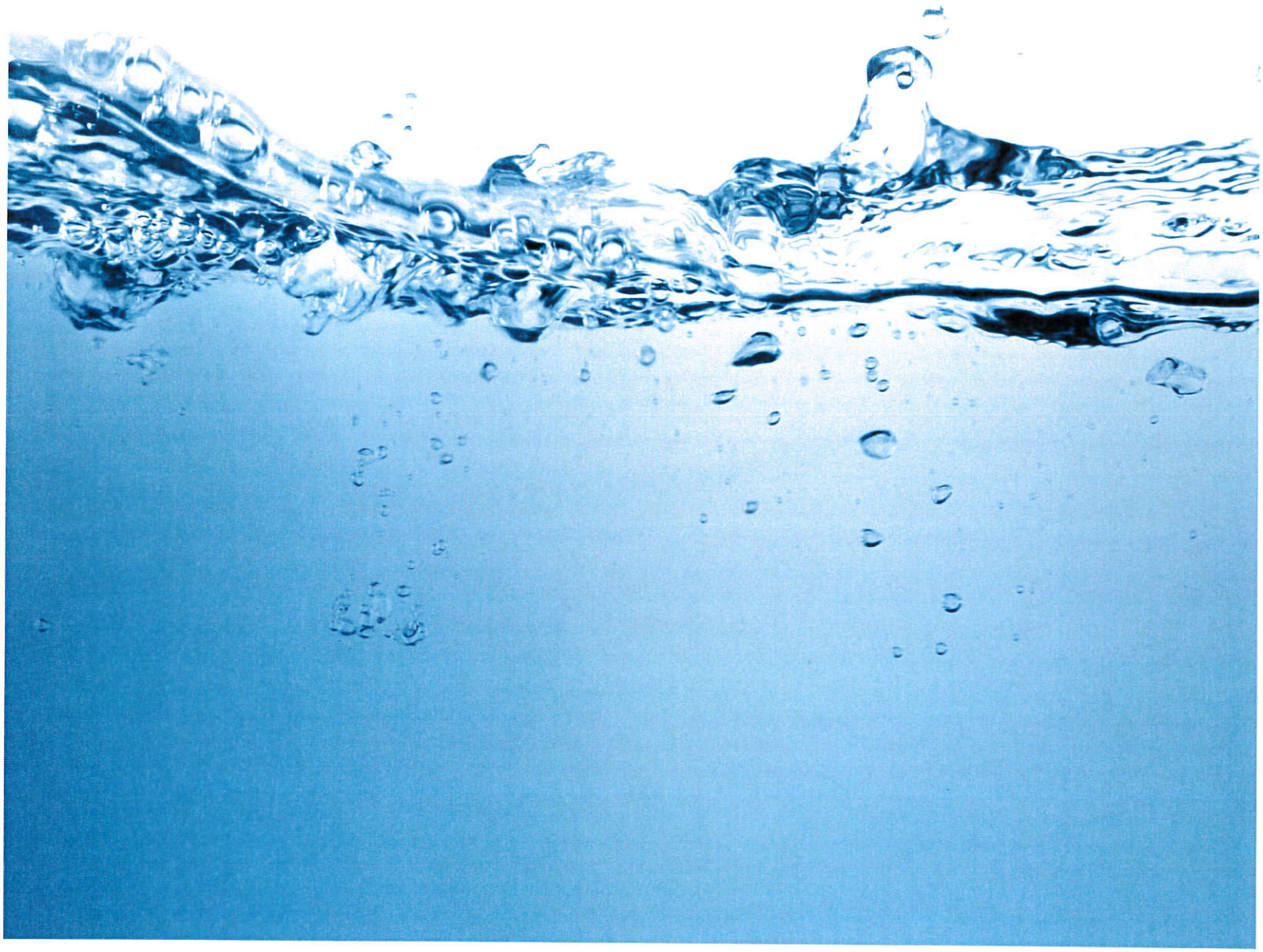
Line No:	Service	Description	Current Day Dollars 2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1		**Capital Projects**											
2	Water	City Facility Programming Assessment	$20,000	$20,000									
3	Water	Water Master Plan Update									157,000		
4	Water	Flume Consultant Costs	300,000	300,000	300,000								
5	Water	Replace SCADA Comp Hardware/Software		250,000	250,000	250,000							
6	Water	Water Line Replacement Locations #2 (Const)		650,000									
7	Water	Water Line Replacement Locations #3 (Const)			650,000								
8	Water	New Transmission Main for Upper Main Reservoir 1				512,000	2,559,000	2,047,000					
9	Water	New Transmission Main for Foothill West Reservoir 1 (Butterfield)				373,000	1,865,000	1,492,000					
10	Water	New Transmission Main for Proposed Lower Main Well C-8		414,000									
11	Water	New Transmissions Main for Proposed Upper Main C-9								414,000			
12	Water	Fireflow Improvement 1		126,000									
13	Water	Fireflow Improvement 2		29,000									
14	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)		341,000									
15	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)		511,000									
16	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)			402,000	165,000							
17	Water	Fireflow Improvement 3 (Includes PRV & Check Valves)			995,000	1,150,000							
18	Water	Fireflow Improvement 4					58,000						
19	Water	Fireflow Improvement 5					220,000						
20	Water	Fireflow Improvement 6					29,000						
21	Water	Fireflow Improvement 7					145,000						
22	Water	Fireflow Improvement 8					63,000						
23	Water	Fireflow Improvement 9					31,000						
24	Water	Fireflow Improvement 10					29,000						
25	Water	Fireflow Improvement 11					189,000						
26	Water	Fireflow Improvement 12					145,000						
27	Water	Fireflow Improvement 13					126,000						
28	Water	Fireflow Improvement 14					220,000						
29	Water	Fireflow Improvement 15						63,000					
30	Water	Fireflow Improvement 15						829,000					
31	Water	Fireflow Improvement 16							409,000				
32	Water	Fireflow Improvement 16							622,000				
33	Water	Fireflow Improvement 17							315,000				
34	Water	Fireflow Improvement 18							441,000				
35	Water	Fireflow Improvement 19							441,000				
36	Water	Fireflow Improvement 20								1,512,000			
37	Water	Two Additional Pump Stations			729,000								
38	Water	Add VFD to Well C-6						166,000					
39	Water	Add VFD to Well C-8						166,000					
40	Water	Proposed Upper Main Reservoir 1				1,326,000	6,630,000	5,304,000					
41	Water	Proposed Foothill West Reservoir 1				559,000	2,797,000	2,238,000					
42	Water	Proposed Zone Main Zone Well C-8		342,000	1,711,000	1,369,000							
43	Water	Proposed Upper Main Well C-9							425,000	2,125,000	1,700,000		
44	Water	Altitude Valves (City's Existing CIP)		250,000									
45	Water	New Pressure Reducing Valve for Rancho San Gorgonio									341,000		
46	Water	Pipeline Age Replacement Program					100,000	800,000	100,000	800,000	100,000		
47	Water	Water Line Replacement: Jacinto View/Chevy (City's Existing CIP)			30,000	550,000							
48	Water	San Gorgonio Reservoir Site R&R								375,000	375,000		
49	Water	Southwest Reservoir Site R&R				28,000							
50	Water	Mountain Reservoir Site R&R			161,000	161,000	214,000						
51	Water	High Valley Reservoir Site R&R		181,000	181,000								
52	Water	Sunset Reservoir Site R&R							582,000				
53	Water	Hargrave & John PRV R&R			35,000								
54	Water	Well 1 Site R&R		133,000									
55	Water	Well 3 Site R&R					17,000						
56	Water	Well C-2 Site R&R					627,000						
57	Water	Well C-5 Site R&R							386,000				
58	Water	Well C-6 Site R&R						13,000					
59	Water	Well M-3 Site R&R							13,000				
60	Water	Well M-11 Site R&R								25,000			
61	Water	Well Enclosures (City's Existing CIP)		80,000		80,000		80,000		80,000			
62	Water	Well Rehabilitation (City's Existing CIP)		150,000		150,000		150,000		150,000			
63	Water	Multi Site Projects (Emergency Power & Sfaety Retrofits)		273,000	273,000	273,000	273,000	273,000	273,000	273,000	273,000		
64	Water	Pipeline Rehabilitation Asset Study		249,000									
65	Water	Security Cameras at Water yard (City's Existing CIP)		33,000									
66	Water	Work Truck (City's Existing CIP)				40,000	40,000						
67	Water	Automatic Meter Reading (AMR) (City's Existing CIP)		1,800,000	2,000,000								
68	Water	Advanced Metering Infrastructure (AMI) (City's Existing CIP)			750,000								
69	Water	Computer Information System/ERP (City's Existing CIP)				750,000	750,000						
70	Water	Chromium 6 Treatment Pilot Study, Design and Construction (City's Existing CIP)			180,000	1,250,000	5,000,000	25,000,000					
			$320,000	$6,132,000	$8,647,000	$8,986,000	$22,127,000	$38,621,000	$4,007,000	$5,754,000	$2,946,000	$0	$0
		Inflation Factor	100.00%	100.00%	102.50%	105.06%	107.69%	110.38%	113.14%	115.97%	118.87%	121.84%	124.89%

Banning CA
CIP (Inflated)

Line No:	Service	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1		**Capital Projects**											
2	Sewer	City Facility Programming Assessment	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3	Sewer	Digester Dome Repairs (PS&E)	20,000	-	-	-	-	-	-	-	-	-	-
4	Sewer	Digester Cleaning/Dome Repairs (Const)	62,500	-	-	157,594	-	-	-	-	-	-	-
5	Sewer	WWTP Fencing	45,000	-	-	-	-	-	-	-	-	-	-
6	Sewer	Repairs to Heat Exchanger (WWTP)	-	10,000	51,250	-	-	-	-	-	-	-	-
7	Sewer	Repairs to Boiler Gas Control Valves	-	15,000	66,625	-	-	-	-	-	-	-	-
8	Sewer	PVC Digester Gas Piping	-	5,000	25,625	-	-	-	-	-	-	-	-
9	Sewer	Portable Camera System (CCTV)	50,000	-	-	-	-	-	-	-	-	-	-
10	Sewer	WWTP Expansion (D)	-	250,000	-	-	-	-	-	-	-	-	-
11	Sewer	WWTP Expansion (C)	-	-	1,793,750	15,759,375	10,768,906	-	-	-	-	-	-
12	Sewer	Gravity Mains Along Williams Street	-	-	-	-	-	320,106	-	-	-	-	-
13	Sewer	Gravity Mains Along Charles Street	-	456,000	-	-	-	-	-	-	-	-	-
14	Sewer	Northern Segment of Gravity Main Along Hathaway St	-	-	-	-	330,605	-	-	-	-	-	-
15	Sewer	Casing Under I-10	-	-	-	465,427	-	-	-	-	-	-	-
16	Sewer	Gravity Main Along Hathaway St	-	-	1,019,875	-	-	-	-	-	-	-	-
17	Sewer	Gravity Main Along Ramsey Street	-	-	-	-	-	-	347,342	-	-	-	-
18	Sewer	Gravity Main Along Livingston Street	-	-	-	-	-	-	-	356,026	-	-	-
19	Sewer	Gravity Main Along Fourth Street	-	-	-	-	-	-	-	-	181,869	-	-
20	Sewer	Butterfield Offsite Trunk	-	-	-	-	2,677,150	-	-	-	-	-	-
21	Sewer	Butterfield -Loma Linda Offsite Trunk	-	-	-	-	-	1,098,294	-	-	-	-	-
22	Sewer	Butterfield -Loma Linda Offsite Trunk	-	-	-	-	-	548,595	-	-	-	-	-
23	Sewer	RSG Main Trunk	-	-	-	-	-	1,646,889	3,868,285	1,652,563	-	-	-
24	Sewer	Westward Lift Stattion Bypass	-	-	-	-	-	-	-	826,861	-	-	-
25	Sewer	Gravity Main Along Wilson Street	-	-	-	-	-	-	-	-	1,004,439	-	-
26	Sewer	Annual Sewer Replacement	-	60,000	358,750	-	64,613	386,335	-	69,582	416,040	-	-
27	Sewer	Westward Lift Station Site Improvements	-	86,000	-	-	-	-	-	-	-	-	-
28	Sewer	Caltrans Lift Station Site Improvements	-	-	-	-	43,076	-	-	-	-	-	-
29	Sewer	Lift Station Telemetry	-	-	51,250	-	-	-	-	-	-	-	-
		Total	**$ 182,500**	**$ 882,000**	**$ 3,418,375**	**$ 16,382,396**	**$ 13,927,426**	**$ 4,000,218**	**$ 4,215,627**	**$ 2,905,032**	**$ 1,602,348**	**$ -**	**$ -**

Current Day Dollars

Line No:	Service	Description	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1		**Capital Projects**											
2	Sewer	City Facility Programming Assessment	$5,000										
3	Sewer	Digester Dome Repairs (PS&E)	20,000										
4	Sewer	Digester Cleaning/Dome Repairs (Const)	62,500			150,000							
5	Sewer	WWTP Fencing	45,000										
6	Sewer	Repairs to Heat Exchanger (WWTP)		10,000	50,000								
7	Sewer	Repairs to Boiler Gas Control Valves		15,000	65,000								
8	Sewer	PVC Digester Gas Piping		5,000	25,000								
9	Sewer	Portable Camera System (CCTV)	50,000										
10	Sewer	WWTP Expansion (D)		250,000									
11	Sewer	WWTP Expansion (C)			1,750,000	15,000,000	10,000,000						
12	Sewer	Gravity Mains Along Williams Street						290,000					
13	Sewer	Gravity Mains Along Charles Street		456,000									
14	Sewer	Northern Segment of Gravity Main Along Hathaway St					307,000						
15	Sewer	Casing Under I-10				443,000							
16	Sewer	Gravity Main Along Hathaway St			995,000								
17	Sewer	Gravity Main Along Ramsey Street							307,000				
18	Sewer	Gravity Main Along Livingston Street								307,000			
19	Sewer	Gravity Main Along Fourth Street									153,000		
20	Sewer	Butterfield Offsite Trunk					2,486,000						
21	Sewer	Butterfield -Loma Linda Offsite Trunk						995,000					
22	Sewer	Butterfield -Loma Linda Offsite Trunk						497,000					
23	Sewer	RSG Main Trunk						1,492,000	3,419,000	1,425,000			
24	Sewer	Westward Lift Stattion Bypass								713,000			
25	Sewer	Gravity Main Along Wilson Street									845,000		
26	Sewer	Annual Sewer Replacement		60,000	350,000		60,000	350,000		60,000	350,000		
27	Sewer	Westward Lift Station Site Improvements		86,000									
28	Sewer	Caltrans Lift Station Site Improvements					40,000						
29	Sewer	Lift Station Telemetry			50,000								
		Total	**$ 182,500**	**$ 882,000**	**$ 3,285,000**	**$ 15,593,000**	**$ 12,893,000**	**$ 3,624,000**	**$ 3,726,000**	**$ 2,505,000**	**$ 1,348,000**	**$ -**	**$ -**
		Inflation Factor	100.00%	100.00%	102.50%	105.06%	107.69%	110.38%	113.14%	115.97%	118.87%	121.84%	124.89%



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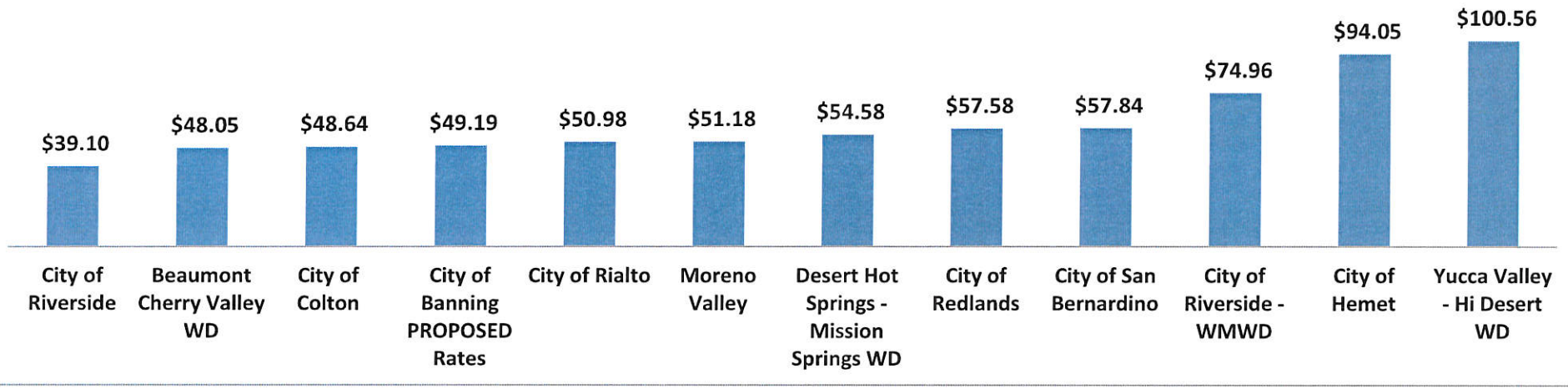
ATTACHMENT 4

PROPOSED Water & Wastewater Rates
Comparison to Local Agencies

WATER RATES - Comparison to Local Agencies

CITY/AGENCY	Monthly Service Fee	Tier 1 (Total)	Tier 2 (Total)	Tier 3 (Total)	Total Billed for 14 HCF	Total Monthly Charges	Notes
City of Riverside	$ 13.99	$ 15.96	+ SCE Power Chrg & 7% UUT)		$15.96-In $23.94-Out	$ 39.10	**$39.10 - Inside City $54.08 - Outside City**
Beaumont Cherry Valley WD	$ 27.02	$ 13.44	+ SCE Power Chrg		$ 13.44	$ 48.05	Average $7.59 SCE Power Charge
City of Colton	$ 25.54	$ 23.10			$ 23.10	$ 48.64	All usage is billed at 1.65 per HCF.
City of Banning PROPOSED	$ 21.57	$ 22.80	$ 4.82		$ 27.62	$ 49.19	Usage is billed at $1.90 per HCF up to 12, then 13-25 HCF is $2.41, and 25+ is $2.72
City of Rialto	$ 30.42	$ 5.35	$ 15.21		$ 20.56	$ 50.98	Usage is billed at $1.02 for the first 5 HCF, $1.61 from 6-30 HCF, $2.56 from 31-60 HCF, and $3.15 for all usage over 60 HCF
Moreno Valley	$ 16.25	$ 7.49	$ 27.44		$ 34.93	$ 51.18	Monthly fee .39 per day x 30 + capital project fee of 3.65 per meter. Budget on 3 people inside 1.03 X 7 & outside 8 X 3.43
Desert Hot Springs - Mission Springs WD	$ 11.36	$ 24.70	$ 2.59		$ 27.29	$ 54.58	1.90 Tier 1 1-13, 2.59 Tier 2 - 13 +
City of Redlands	$ 39.24	$ 18.34			$ 18.34	$ 57.58	Tier 1 1.31 1-16 units
City of San Bernardino	$ 29.28	$ 28.56			$ 28.56	$ 57.84	1.15 per HCF + replish chrg of .17 and conservation chrg .49 and pumping .23 = 2.04
City of Riverside - WMWD	$ 45.53	$ 13.27	$ 10.28	$ 5.88	$ 29.43	$ 74.96	Usage is billed at $1.429 for 1-15 HCF, $1.919 for 16-60 HCF, $2.099 for 61-100 HCF
City of Hemet	$ 30.49	$ 63.56			$ 63.56	$ 94.05	All water charged at 4.54 HCF
Yucca Valley - Hi Desert WD	$ 23.30	$ 14.36	$ 28.45	$ 34.45	$ 77.26	$ 100.56	Tier 1 1-4 = 3.59, Tier 2 = 5-10 = 5.69, Tier 3 11-18 = 6.89

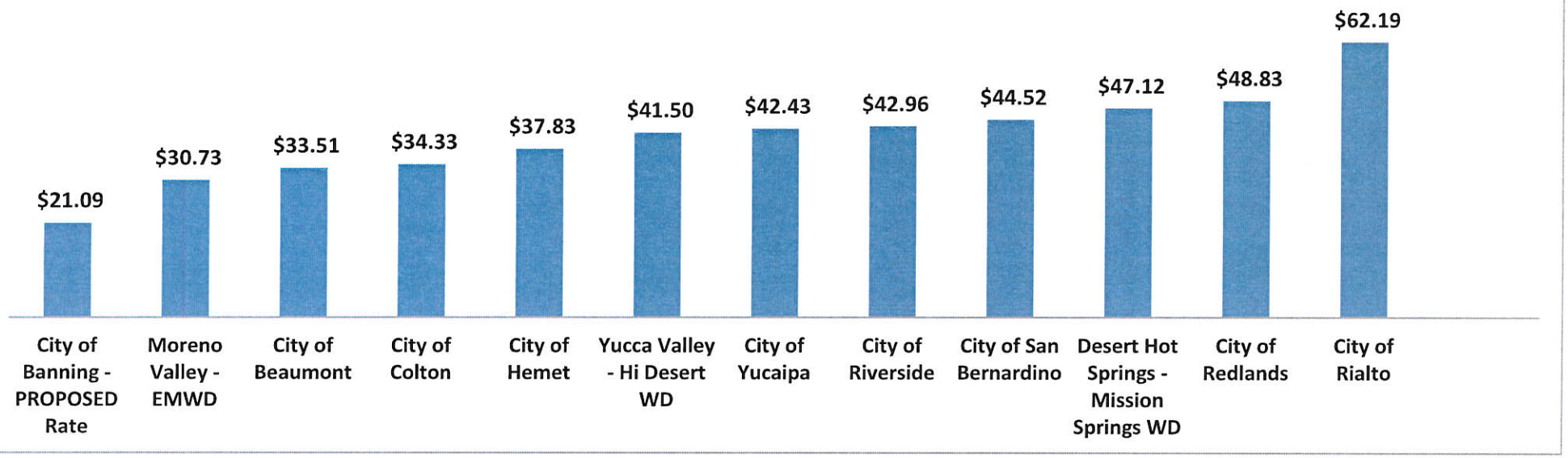
Residential Monthly Water Services Charges & 14 HCF for 3/4" Meter



WASTEWATER (SEWER) RATES - Comparison to Local Agencies

CITY/AGENCY	Monthly Service Fee	Additional Fees	Total Monthly Charges	Notes
City of Banning - PROPOSED Rate	$ 21.09		$ 21.09	
Moreno Valley - EMWD	$ 27.98	+ 2.75 CIP Fee	$ 30.73	3-4 people used for budget based rates; higher allowance is budgeted for more people in the household; + 2.75 capitol projects
City of Beaumont	$ 33.51		$ 33.51	
City of Colton	$ 34.33		$ 34.33	
City of Hemet	$ 37.83		$ 37.83	
Yucca Valley - Hi Desert WD	$ 41.50		$ 41.50	
City of Yucaipa	$ 42.43		$ 42.43	
City of Riverside	$ 42.96		$ 42.96	
City of San Bernardino	$ 23.10	+ 1.53 per HCF	$ 44.52	Flat fee 23.10 plus 1.53 per HCF/Unit (= 21.42 for 14 HCF)
Desert Hot Springs - Mission Springs WD	$ 47.12		$ 47.12	
City of Redlands	$ 48.83		$ 48.83	
City of Rialto	$ 62.19		$ 62.19	Has a 8% utility tax

Residential Monthly Sewer Services Charges



MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/08/18
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on May 8, 2018 at 2:30 p.m. at the Banning Civic 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: Rochelle Clayton, Interim City Manager
Kevin Ennis, City Attorney
Patty Nevins, Community Development Director
Heidi Meraz, Community Services Director
Tom Miller, Electric Utility Director
Art Vela, Public Works Director
Jim Barrett, Building Official
Norma Barrett, Building & Safety Technician
Gina Boehm, Customer Service/Utility Billing Manager
Stacy Bouslog, Utility Financial Analyst
Sonja De La Fuente, Deputy City Clerk

The Mayor called for Public Comment on the workshop topic. Seeing none, closed Public Comment.

WORKSHOP

1. Comprehensive User Fee Study Report and Proposed Fee Updates

Interim City Manager Clayton presented the Staff Report as contained in the Agenda packet. She provided Council with a list of fees that was easier to read. (See Exhibit "A")

Council Member Peterson asked about some fees the Police Department has listed, (i.e. DUI and False Alarm), as he does not believe they are currently being charged.

Utility Financial Analyst Stacy Bouslog explained there are some fees the City is allowed to charge, but currently does not charge. Any fees listed from the DMV code are fees the City cannot adjust. She explained the false alarm fees are listed under Police Miscellaneous fees, but have never been charged by the Police Department.

Council Member Franklin recommended enforcing fees the City has in place and being consistent with all.

There was discussion held regarding various fees, charging and updating fees accordingly.

Council Member Peterson asked Community Services Director Meraz if she had reviewed the fees and is happy with them. Ms. Meraz confirmed that she had and she is.

Mayor Moyer indicated that he feels it is important that Council is made aware of someone potentially leaving town to see if there is something that can be done in regard to waiving a fee before it gets to that point.

Council Member Franklin suggested Council develop a policy with guidelines for staff to refer to in regard to what Council would consider related to potential fee waivers.

Council Member Peterson feels Council should do anything possible, including waiving fees, to keep business in Banning.

Interim City Manager indicated the Finance Committee recommended a maximum of 50% increase to fees. Staff recommends building in an annual inflator based on the Consumer Price Index (CPI).

Council Member Franklin advised that she would like to know what fees would be increased by 50% and why.

Council Member Peterson indicated he does not want any fees higher than neighboring cities.

Interim City Manager Clayton advised that she knows Beaumont is currently reviewing their fees, but staff will conduct an analysis of neighboring cities and their fees.

Interim City Manager Clayton indicated that staff will conduct an analysis of neighboring cities and their fees. Administratively, staff needs to charge any and all fees listed.

There was a consensus of the Council that staff move forward with the Budget and Finance Committee's recommendation of not raising any one fee by more than 50% and Staff's recommendation to build in an annual inflator based on the CPI.

ADJOURNMENT

By common consent the meeting adjourned at 3:14 p.m.

Minutes Prepared by:

_____

Sonja De La Fuente, Deputy City Clerk

These Action 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=B36Y9Zf7ePoD or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

Exhibit "A"

to the May 8, 2018

2:30 P.M. Special City Council Meeting

Finance and Administration

Fees									
#	Description	Current Fee/Charge	Unit	Notes	Resolution	Full Cost	Subsidy	Suggested Fee	Fee Δ
1	Document Printing Fees - Black & White	$0.25	per copy		Reso. 2007-117	$0.25	NA	$0.25	$0
2	Document Printing Fees - Color	$0.35	per copy		Reso. 2007-117	$0.35	NA	$0.35	$0
3	Photocopying of Documents - Black & White	$0.25	per copy		Reso. 2007-117	$0.25	NA	$0.25	$0
4	Photocopying of Documents - Color	$0.35	per copy		Reso. 2007-117	$0.35	NA	$0.35	$0
5	Bound Document Fees	$1 plus Applicable per page charge		$1.00 for binding materials	Reso. 2007-117	Variable	NA	$1 plus Applicable per page charge	$0
6	Photocopy Fees - Oversized (maps)	Actual Cost			Reso. 2007-117	Variable	NA	Actual Cost	NA
7	Providing Agendas, Minutes, Packet, etc.	$0.25 plus postage if mailed	per page	Free if examined at City Hall.Free for Council, Affected Commissioners, Dept. Heads and Press.Free for Council Candidates two months prior to election.	Reso. 2007-117	$0.25	NA	$0.25 plus postage if mailed	$0
8	Document Certification	$0.25	per page		Reso. 2007-117	$0.25	NA	$0.25	$0
9	Copy of Budget - Other Than	$0.25 plus postage if mailed		Regulatory Bodies, etc.	Reso. 2007-117	$0.25	NA	$0.25 plus postage if mailed	$0
10	Copy of Audit Report - Other	$0.25 plus postage if mailed		Than Regulatory Bodies, etc.	Reso. 2007-117	$0.25	NA	$0.25 plus postage if mailed	$0
11	Return Check Processing	$25.00		1st returned check	Reso. 2007-117	NA	NA	$25.00	$0
12	Cassette Tape of Meeting, etc.	$9.00	per cassette		Reso. 2007-117	$9.00	NA	$9.00	$0
13	DVD of any live broadcast	$7.00	per DVD		Reso. 2007-117	$7.00	NA	$7.00	$0

Animal Control

Dog License							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1a	Unaltered 1 yr	$50.00	Reso. 2007-117	NA	NA	$50.00	$0
1b	Altered 1 yr	$8.00	Reso. 2007-117	NA	NA	$8.00	$0
2a	Unaltered 2 yr	$100.00	Reso. 2007-117	NA	NA	$100.00	$0
2b	Altered 2 yr	$15.00	Reso. 2007-117	NA	NA	$15.00	$0
3a	Unaltered 3 yr	$150.00	Reso. 2007-117	NA	NA	$150.00	$0
3b	Altered 3 yr	$19.00	Reso. 2007-117	NA	NA	$19.00	$0
4	Altered 1 yr. - Sr. citizen	$6.00	Reso. 2007-117	NA	NA	$6.00	$0
5	Altered 2 yr. - Sr. citizen	$7.00	Reso. 2007-117	NA	NA	$7.00	$0
6	Altered 3 yr. - Sr. citizen	$8.00	Reso. 2007-117	NA	NA	$8.00	$0
7	Late Fee - new dog license	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
8	Late Fee - renewal of dog license	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
9	Late Fee - renewal of dog license - Sr.	$15.00	Reso. 2007-117	NA	NA	$15.00	$0
10	Transfer of ownership fee	$6.00	Reso. 2007-117	NA	NA	$6.00	$0
11	License replacement fee	$6.00	Reso. 2007-117	NA	NA	$6.00	$0

Impound Fees							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Dog -1st Offense w/in 1 year	$30.00	Reso. 2007-117	NA	NA	$30.00	$0
2	- 2nd Offense w/in 1 year	$50.00	Reso. 2007-117	NA	NA	$50.00	$0
3	- 3rd Offense w/in 1 year	$75.00	Reso. 2007-117	NA	NA	$75.00	$0
4	Cat -1st Offense w/in 1 year	$30.00	Reso. 2007-117	NA	NA	$30.00	$0
5	- 2nd Offense w/in 1 year	$50.00	Reso. 2007-117	NA	NA	$50.00	$0
6	- 3rd Offense w/in 1 year	$75.00	Reso. 2007-117	NA	NA	$75.00	$0
7	Small animals**	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
8	Medium Animals**	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
9	Large Animals**	$20.00	Reso. 2007-117	NA	NA	$20.00	$0

Maintenance Fees (food/care per day)							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ

Animal Control

1	Dog	$7.00	Reso. 2007-117	NA	NA	$7.00	$0
2	Cat	$7.00	Reso. 2007-117	NA	NA	$7.00	$0
3	Small animals**	$1.00	Reso. 2007-117	NA	NA	$1.00	$0
4	Medium Animals**	$5.00	Reso. 2007-117	NA	NA	$5.00	$0
5	Large Animals**	$5.00	Reso. 2007-117	NA	NA	$5.00	$0

Adoption Fees							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Dog	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
2	Cat	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
3	Other	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
4	Dog - Sr. Citizen	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
5	Cat - Sr. Citizen	$20.00	Reso. 2007-117	NA	NA	$20.00	$0

Vaccination Fees							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Rabies	$6.00	Reso. 2007-117	NA	NA	$6.00	$0
2	DHLPP	$9.00	Reso. 2007-117	NA	NA	$9.00	$0
3	Bordetella	$6.00	Reso. 2007-117	NA	NA	$6.00	$0
4	FVRCP	$7.00	Reso. 2007-117	NA	NA	$7.00	$0
5	Drontel/Marquis Paste	$10.00	Reso. 2007-117	NA	NA	$10.00	$0
6	Frontline	$8.00	Reso. 2007-117	NA	NA	$8.00	$0

Spay/Neuter Fees							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Dog - up to 20 lbs. - female	$32.00	Reso. 2007-117	NA	NA	$32.00	$0
2	Dog - up to 20 lbs. - male	$25.00	Reso. 2007-117	NA	NA	$25.00	$0
3	Dog - 21 - 40 lbs. - female	$27.50	Reso. 2007-117	NA	NA	$27.50	$0
4	Dog - 21 - 40 lbs. - male	$43.50	Reso. 2007-117	NA	NA	$43.50	$0
5	Dog - 41 - 60 lbs. - female	$49.50	Reso. 2007-117	NA	NA	$49.50	$0
6	Dog - 41 - 60 lbs. - male	$31.00	Reso. 2007-117	NA	NA	$31.00	$0
7	Dog - 61 - 80 lbs. - female	$56.50	Reso. 2007-117	NA	NA	$56.50	$0

Animal Control

8	Dog - 61 - 80 lbs. - male	$43.50	Reso. 2007-117	NA	NA	$43.50	$0

Other Miscellaneous Fees							
#	Description	Current Fee/Charge	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Animal redemption fee	$20.00	Reso. 2007-117	NA	NA	$20.00	$0
2	Microchip Fee at adoption	$10.00	Reso. 2007-117	NA	NA	$10.00	$0
3	Microchip Fee not at adoption	$15.00	Reso. 2007-117	NA	NA	$15.00	$0
4	Owner requested euthanasia	$10.00	Reso. 2007-117	NA	NA	$10.00	$0
5	Various other fees as needed	Riverside County fee schedule	Reso. 2007-117	NA	NA	Riverside County fee schedule	NA

Notes

** Small animals (rabbit, chicken, etc.)
Medium Animals (goat, sheep, calf, pig, etc.)
Large Animals (horses, cows, etc.)

Community Services Department

Municipal Pool								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	Fee Δ
1	**Admissions**							
1a	Open swim sessions Adults	$2.50	per person		$4.70	36%	$3.00	$0.50
1b	Open swim sessions Children/Seniors	$1.50	per person		$2.35	36%	$1.50	$0.00
2	**Lessons**							
2a	Resident	$40.00	per person		$46.97	4%	$45.00	$5.00
2b	Non-Resident	$45.00	per person		$50.00	0%	$50.00	$5.00
4	Private Rentals	$110.00	per hour/ 2 hour minimum		$161.80	0%	$161.00	$51.00
5	Cabana Rentals (during open swim)	$60.00	Per Reservation		$209.52	67%	$69.00	$9.00

Activites								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	Fee Δ
1	Youth Flag Football, Basketball & Soccer	$30.00			$40.05	0%	$40.00	$10.00
2	Day Camp	$50.00	per child/per week		$76.90	22%	$60.00	$10.00
3	Contract Class Fees	$20.00 - $50.00	monthly	Fees set by instructor	$107.36	0%	$20.00 - $50.00	$0.00
4	Contract Class Fees	$3.00 - $5.00	per class	Fees set by instructor	$107.36	0%	$3.00 - $5.00	$0.00
5	Adult Sport Leagues - Softball	$300.00	per team		$366.93	5%	$350.00	$50.00
6	Adult Sport Leagues - Basketball	$125.00	per team		$291.93	49%	$150.00	$25.00

Community Center Rental								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	Fee Δ
1	**Private Rates**							
1a	Gymnasium	$120.00			$201.49	31%	$140.00	$20.00
1b	Large Mtg Room	$60.00			$82.03	15%	$70.00	$10.00
1c	Small Mtg Room	$60.00			$68.79	13%	$60.00	$0.00
1d	Kitchen & Gym	$300.00			$329.46	1%	$325.00	$25.00
2	**Non-Profit Rates**							
2a	Gymnasium	$60.00			$201.49	65%	$70.00	$10.00
2b	Large Mtg Room	$30.00			$82.03	57%	$35.00	$5.00
2c	Small Mtg Room	$30.00			$68.79	49%	$35.00	$5.00
2d	Kitchen & Gym	$175.00			$329.46	39%	$200.00	$25.00

Community Services Department

Senior Center Rental								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	Fee Δ
1	**Private Rates**							
1a	Nutrition Site	$85.00			$108.51	8%	$100.00	$15.00
1b	Multi-Purpose Room	$85.00			$92.03	2%	$90.00	$5.00
2	**Non-Profit Rates**							
2a	Nutrition Site	$45.00			$108.51	49%	$55.00	$10.00
2b	Multi-Purpose Room	$45.00			$82.03	33%	$55.00	$10.00

Parks Facilities								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	Fee Δ
1	**Private Rates**							
1a	Park Picnic Shelter	$25.00			$43.52	31%	$30.00	$5.00
1b	Ballfield	$25.00			$33.52	10%	$30.00	$5.00
1c	Ballfield Lights - 2 hour minimum	$15.00	per hour		$61.61	72%	$17.00	$2.00
1e	Dysart Park	$120.00			$145.66	0%	$145.00	$25.00
1f	Amphitheater & Stage	$35.00			$45.01	0%	$45.00	$10.00
2	**Non-Profit Rates**							
2a	Park Picnic Shelter	$25.00			$43.52	31%	$30.00	$5.00
2b	Ballfield	$25.00			$30.01	0%	$30.00	$5.00
2c	Ballfield Lights - 2 hour minimum	$15.00	per hour		$61.61	72%	$17.00	$2.00
2e	Dysart Park	$120.00			$145.66	0%	$145.00	$25.00
2f	Amphitheater & Stage	$30.00			$43.52	1%	$43.00	$13.00

Staffing Fees								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	Fee Δ
1	Monday - Thursday 8:00am - 9:00pm	$12.00	per hour		$20.00	0%	$20.00	$8.00
2	Monday - Thursday after 5pm, Fri, Sat, Sun and City Holidays	$21.00	per hour		$27.15	1%	$27.00	$6.00

Airport Fees

Fees								
#	Description	Current Fee/Charge	Unit	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Fuel Sales	Invoice + 25%		Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
2	Tiedown Permanent	$43.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
3	Tiedown Temporary	$4.00	per night	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
4	City Hangars - A/B Row	$311.50	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
5	City Hangars - A/B Corner	$382.50	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
6	City Hangars - C/D Row	$278.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
7	City Hangars - C/D Corner	$349.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
8	City Hangars - E Row	$295.25	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
9	City Hangars - E Corner	$322.50	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
10	City Hangars - F-1	$164.00	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
11	Farrell/Cooper Hangars - FC B-1 thru FC B-8	$175.00	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
12	Farrell/Cooper Hangars - FC C-1 thru FC D-e	$186.00	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
13	Farrell/Cooper Hangars - FC S-1 thru FC S-6	$49.25	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
14	Farrell/Cooper Hangars - FC A & E	$360.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
15	Beasley Hangar	$295.25	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
16	Access Fees	$20.00	per plane, per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA

Building Department Fees

Fees								
#	Description	Current Fee/Charge	Unit	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Change of Occupancy	$176.00		Reso. 2006-114	$254.02	0%	$254.00	$78
2	Research	$88.00	first 1/2 hour	Reso. 2006-114	$230.83	43%	$132.00	$44
3	Air handling/ heating or cooling unit replacement	Variable			$192.50	0%	$192.00	Variable
4	Additional plan review	Variable			$161.67	0%	$161.00	Variable
5	Additional plan review- Engineering	Variable			$291.67	0%	$291.00	Variable
6	Awning/ canopy (supported by building)	Variable			$250.68	0%	$250.00	Variable
7	Balcony/ deck	Variable	each		$490.68	0%	$490.00	Variable
8	Balcony/ deck railing repair	Variable			$296.52	0%	$296.00	Variable
9	Carport- custom	Variable	each		$944.02	0%	$944.00	Variable
10	Carport- ICC, IAPMO, handout	Variable	each		$490.68	0%	$490.00	Variable
11	Cell tower- modifications	Variable			$400.53	0%	$400.00	Variable
12	Cell tower- new	Variable	each		$1,418.03	0%	$1,418.00	Variable
13	Change of occupancy	Variable			$417.35	0%	$417.00	Variable
14	Demolition of building	Variable	each building		$408.18	0%	$408.00	Variable
15	Electric panel replacement	Variable			$192.50	0%	$192.00	Variable
16	Exterior wall covering replacement (up to 400 s.f.)	Variable			$421.67	0%	$421.00	Variable
17	Fireplace- custom	Variable	each		$583.33	0%	$583.00	Variable
18	Fireplace- pre-fabricated with engineering	Variable	each		$548.33	0%	$548.00	Variable
19	Flag pole (over 20' in height)	Variable	each		$644.85	0%	$644.00	Variable
20	Grease trap/ interceptor	Variable			$330.00	0%	$330.00	Variable
21	Hood- other than Type 1 (including ducts)	Variable	each		$491.67	0%	$491.00	Variable
22	Hood- Type 1 (includes exhaust system)	Variable			$629.17	0%	$629.00	Variable
23	Inspection fee- hourly	Variable			$183.33	0%	$183.00	Variable
24	Job card- replace/ duplicate	Variable			$55.00	0%	$55.00	Variable
25	Lighting pole (up to 6)	Variable			$783.33	0%	$783.00	Variable
26	Lighting pole (up to 6 additional)	Variable			$172.50	0%	$172.00	Variable
27	Manufactured home- installation on private property	Variable	each		$538.03	0%	$538.00	Variable
28	Modular unit- installation on private property	Variable	each		$658.87	0%	$658.00	Variable
29	Patio cover- custom	Variable	each		$514.85	0%	$514.00	Variable
30	Patio cover- metal, ICC, IAPMO	Variable	each		$256.10	0%	$256.00	Variable

Building Department Fees

Fees								
#	Description	Current Fee/Charge	Unit	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
31	Patio cover- wood, ICC, IAPMO or handout	Variable	each		$514.85	0%	$514.00	Variable
32	Patio enclosure	Variable	each		$560.68	0%	$560.00	Variable
33	Plan check	Variable			$161.67	0%	$161.00	Variable
34	Plan check- Engineer	Variable			$291.67	0%	$291.00	Variable
35	Pool/spa- commercial	Variable	each		$1,192.35	0%	$1,192.00	Variable
36	Pool/spa- residential custom	Variable	each		$844.85	0%	$844.00	Variable
37	Pool/spa- residential fiberglass/ vinyl-lined	Variable	each		$571.52	0%	$570.00	Variable
38	Pool/spa- residential gunnite	Variable			$709.02	0%	$709.00	Variable
39	Re-inspection	Variable			$110.00	0%	$110.00	Variable
40	Re-roof- commercial (for each 3,000 s.f.)	Variable			$330.00	0%	$330.00	Variable
41	Re-roof- multifamily (for each 3,000 s.f.)	Variable			$330.00	0%	$330.00	Variable
42	Re-roof- SFD	Variable	each building		$330.00	0%	$330.00	Variable
43	Research- hourly	Variable	hourly		$110.00	0%	$110.00	Variable
44	Residential bathroom remodel- no structural/wall changes	Variable			$410.83	0%	$410.00	Variable
45	Residential kitchen remodel- no structural/wall changes	Variable			$434.02	0%	$434.00	Variable
46	Retrofit foundation for a modular or mobil unit	Variable			$215.68	0%	$215.00	Variable
47	Sales office- conversion to residential or garage use	Variable	each		$215.68	0%	$215.00	Variable
48	Septic tank	Variable	each		$353.18	0%	$353.00	Variable
49	Sign- monument	Variable	each		$676.67	0%	$676.00	Variable
50	Sign- pole/ billboard	Variable			$868.87	0%	$868.00	Variable
51	Sign- wall	Variable			$279.28	0%	$279.00	Variable
52	Site investigation	Variable			$444.85	0%	$444.00	Variable
53	Solar- commercial (each additional kw)	Variable			$198.33	0%	$198.00	Variable
54	Solar- commercial (up to 4 kw)	Variable			$382.77	0%	$382.00	Variable
55	Solar- ground mount	Variable			$790.68	0%	$790.00	Variable
56	Solar- residential rooftop (more than 10 kw)	Variable	each		$595.68	0%	$595.00	Variable
57	Solar- residential rooftop (up to 10 kw)	Variable			$423.18	0%	$423.00	Variable
58	Solar- residential water heater	Variable			$403.18	0%	$403.00	Variable
59	Special Inspector application	Variable			$55.00	0%	$55.00	Variable
60	Stairs- each flight	Variable			$354.17	0%	$354.00	Variable
61	Storage racks (each 100 L.F.)	Variable			$260.00	0%	$260.00	Variable

Building Department Fees

Fees								
#	Description	Current Fee/Charge	Unit	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
62	Temporary construction or sales trailer	Variable			$247.50	0%	$247.00	Variable
63	Temporary electrical service	Variable			$261.52	0%	$261.00	Variable
64	Temporary electrical service (each additional pole)	Variable			$183.33	2%	$180.00	Variable
65	Utility release	Variable			$192.50	0%	$192.00	Variable
66	Walk-in tub	Variable			$330.00	0%	$330.00	Variable
67	Wall- combo (each 300 L.F.)	Variable			$513.33	0%	$513.00	Variable
68	Wall- freestanding (each 300 L.F.)	Variable			$536.52	0%	$536.00	Variable
69	Wall- pilaster	Variable			$536.52	0%	$536.00	Variable
70	Wall- retaining- custom (each 50 L.F.)	Variable			$894.02	0%	$894.00	Variable
71	Wall- retaining- handout (each 50 L.F.)	Variable			$444.85	0%	$444.00	Variable
72	Water heater replacement	Variable			$215.68	0%	$215.00	Variable
73	Water/gas piping- installation, alteration or repair	Variable	each		$475.83	0%	$475.00	Variable
74	Window/door replacement- residential, no changes to framing	Variable	each		$410.83	0%	$410.00	Variable

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I FR, II FR

UBC Class	UBC Occupancy	Square Footage	Old Construction Fee Schedule				New Construction Fee Schedule - 100% Cost Recovery			
	Commercial- New	1,001	1,826.00	plus	25.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$3,509.71	plus	32.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,(
		5,001	2,838.00	plus	22.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	4,801.39	plus	37.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10
		10,001	3,939.00	plus	7.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	6,654.10	plus	25.18	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20
		20,001	4,684.00	plus	7.54	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	9,172.22	plus	10.92	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50
		50,001	6,945.00	plus	8.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	12,447.08	plus	7.52	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10
		100,001	########	plus	11.10	for each additional 100 s.f. or fraction thereof	16,204.68	plus	10.04	for each additional 100 s.f. or fraction thereof
	Tenant Improvements	1	1,151.00	plus	15.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$2,270.22	plus	57.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 80
		801	1,782.00	plus	13.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	2,726.88	plus	107.28	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12
		1,251	2,471.00	plus	4.55	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,209.62	plus	65.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25
		2,501	2,926.00	plus	4.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	4,031.60	plus	32.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50
		5,001	4,375.00	plus	5.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	4,840.53	plus	11.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12
		12,501	6,950.00	plus	6.95	for each additional 100 s.f. or fraction thereof	5,688.60	plus	15.26	for each additional 100 s.f. or fraction thereof
	Industrial - New	1,001	1,565.00	plus	22.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$3,157.43	plus	21.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,(
		5,001	2,464.00	plus	19.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	4,005.51	plus	24.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10
		10,001	3,432.00	plus	6.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	5,205.85	plus	15.66	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20
		20,001	4,126.00	plus	6.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	6,771.52	plus	5.13	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50
		50,001	5,985.00	plus	7.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	8,311.10	plus	5.11	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10
		100,001	9,750.00	plus	9.75	for each additional 100 s.f. or fraction thereof	10,868.36	plus	6.62	for each additional 100 s.f. or fraction thereof
	Residential- New (single or multi family- per dwelling unit)	1	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$3,013.91	plus	29.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 80
		801	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,248.76	plus	81.55	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12
		1,201	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,574.95	plus	52.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20
		2,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,992.46	plus	53.49	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 30
		3,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	4,527.40	plus	75.67	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 40
		4,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	5,284.14	plus	49.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 60
		6,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	6,275.73	plus	27.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10
		10,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof	7,384.74	plus	37.42	for each additional 100 s.f. or fraction thereof
	Residential- Addition (single or multi family)	1	1,320.00	plus	90.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$2,087.56	plus	52.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 30
		301	2,046.00	plus	79.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	2,244.13	plus	221.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50
		501	2,838.00	plus	26.39	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	2,687.73	plus	121.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including80(
		801	3,366.00	plus	27.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,053.06	plus	76.42	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 15
		1,501	5,016.00	plus	29.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,587.99	plus	109.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,(
		2,001	7,986.00	plus	39.93	for each additional 100 s.f. or fraction thereof	4,135.98	plus	147.35	for each additional 100 s.f. or fraction thereof
	Residential- Remodel (single or multi family)	1	1,109.00	plus	70.95	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$1,591.76	plus	21.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 30
		301	1,676.00	plus	63.35	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	1,657.00	plus	143.52	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50
		501	2,310.00	plus	18.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	1,944.04	plus	47.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including80(
		801	2,679.00	plus	24.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	2,087.56	plus	46.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 15
		1,501	4,170.00	plus	22.32	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	2,413.74	plus	15.67	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,(
		2,001	6,402.00	plus	32.01	for each additional 100 s.f. or fraction thereof	2,583.36	plus	22.47	for each additional 100 s.f. or fraction thereof
	Shell Buildings	1	806.00	plus	11.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$3,248.76	plus	36.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,(
		1,001	1,255.00	plus	9.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	3,614.09	plus	13.37	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,(
		5,001	1,742.00	plus	3.32	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	4,149.03	plus	18.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10
		10,001	2,074.00	plus	3.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	5,062.33	plus	8.74	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20
		20,001	3,065.00	plus	3.71	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	5,936.50	plus	3.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50
		50,001	4,920.00	plus	4.92	for each additional 100 s.f. or fraction thereof	7,084.66	plus	5.08	for each additional 100 s.f. or fraction thereof
	Garage/ Storage/ Workshop	1	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	$1,265.58	plus	29.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 40
		401	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	1,383.01	plus	71.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 60
		601	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	1,526.53	plus	39.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,(
		1,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	1,683.10	plus	33.92	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,5
		1,501	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including	1,852.71	plus	20.61	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20
		20,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof	1,944.04	plus	27.34	for each additional 100 s.f. or fraction thereof

Planning Department

Planning Fees									
#	Description	Current Fee/Charge	Unit	Notes	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Adult Ent Zoning Permit	$7,562.00			Reso. 2006-114	$978.81	0%	$978.00	-$6,584
2	Annexation Fee	$4,489.00			Reso. 2006-114	$8,843.39	0%	$8,843.00	$4,354
3	Appeal of PC Decision	$7,155.00			Reso. 2006-114	$2,161.09	0%	$2,161.00	-$4,994
4	Appeal of Planning Dept. Decision	$4,942.00			Reso. 2006-114	$3,830.66	0%	$3,830.00	-$1,112
5	Certificate of Completion/Lot Line Adj	$1,086.00			Reso. 2006-114	$1,963.86	0%	$1,963.00	$877
6	Clarification of Ambiguity/Omission	$1,723.00			Reso. 2006-114	$784.59	0%	$784.00	-$939
7	Conditional Use Permit	$4,779.00			Reso. 2006-114	$5,045.37	0%	$5,045.00	$266
8	Conditional Use Permit Amend	$7,211.00			Reso. 2006-114	$4,702.19	0%	$4,702.00	-$2,509
9	CUP - sexually oriented business	$5,031.00			Reso. 2006-114	$2,640.85	0%	$2,640.00	-$2,391
10	Design Review	$4,904.00			Reso. 2006-114	$6,209.10	0%	$6,209.00	$1,305
11	Design Review Amend	New				$4,801.67	NA	$4,801.00	NA
12	Development Agreements	$8,352.00	Deposit		Reso. 2006-114	Variable	NA	$26,008.00	$17,656
13	EIR-city Admin Charge	$6,417 + consultant's fees	Deposit		Reso. 2006-114	Variable	NA	$13,226.00	$6,809
14	Environmental - Mitigation Monitoring	New	Deposit			Variable	NA	$5,000.00	NA
15	Environmental Assessment - Exemption	New			Reso. 2006-114	Variable	NA	#VALUE!	NA
16	Environmental Assessment - ND or MND	$3,124.00			Reso. 2006-114	$8,488.59	0%	$8,488.00	$5,364
17	Environmental Filing Fee/ Environmental Fish and Game Fee	New				NA	NA	Actual Cost	NA
18	Extension of Time, CUP or Design Review	New				$740.70	0%	$740.00	NA
19	Final Parcel Map	$4,379.00			Reso. 2006-114	$958.38	0%	$958.00	-$3,421
20	Final Tract Map (51 + lots)	$8,195.00		Plus 70/lot		$1,885.73	0%	$1,885.00	-$6,310
21	Final Tract Map (first 50 lot)	$4,885.00			Reso. 2006-114	$1,514.79	0%	$1,514.00	-$3,371
22	General Plan Amendment (Map)	$6,192.00			Reso. 2006-114	$8,615.44	0%	$8,615.00	$2,423
23	General Plan Amendment (Text)	$6,900.00				$7,117.30	0%	$7,117.00	$217
24	Landscape - minor	$884.00			Reso. 2006-114	$982.98	0%	$982.00	$98
25	Landscape review - major	$2,030.00			Reso. 2006-114	$1,075.72	0%	$1,075.00	-$955
26	Lot Line Adjustment	New				$849.82	NA	$849.00	NA
27	Lot Merger	$761.00			Reso. 2006-114	$725.71	0%	$725.00	-$36
28	Cannabis Cultivation Permit	$170.00			Reso. 2017-24	$826.72	0%	$826.00	$656
29	Minor develop plan review - SFD	$890.00			Reso. 2006-114	$937.93	0%	$937.00	$47
30	Minor modification of an Application	$2,465.00			Reso. 2006-114	$1,338.99	0%	$1,338.00	-$1,127
31	Mural permit	$1,310.00			Reso. 2006-114	$697.32	0%	$697.00	-$613
32	Planning letters	$55- $80			Reso. 2006-114	$166.96	1%	$166.00	$86
33	Pre App Review	New			Reso. 2006-114	$1,457.41	NA	No Charge	NA

Planning Department

Planning Fees									
#	Description	Current Fee/Charge	Unit	Notes	Resolution	Full Cost	Subsidy %	Suggested Fee	Fee Δ
34	Request for Public Hearing	$1,802.00			Reso. 2006-114	$2,233.23	0%	$2,233.00	$431
35	Sign Permit - Freestanding Sign	New				$525.80	0%	$525.00	NA
36	Sign Permit - Panel Change Only	New				$108.42	0%	$108.00	NA
37	Sign Review	$537.00			Reso. 2006-114	$278.90	0%	$278.00	-$259
38	Site Plan Review	$5,885.00			Reso. 2006-114	$907.25	0%	$907.00	-$4,978
39	Specific Plan	$9,863.00	Deposit		Reso. 2006-114	Variable	NA	$16,133.00	$6,270
40	Specific Plan Amend	$10,405.00	Deposit		Reso. 2006-114	Variable	NA	$11,656.00	$1,251
41	Temp Signs	$235.00			Reso. 2006-114	$278.90	0%	$278.00	$43
42	Temp use permit	$1,001.00			Reso. 2006-114	$1,113.12	0%	$1,113.00	$112
43	Tentative Map Time Extension	$4,258.00			Reso. 2006-114	$3,835.33	0%	$3,835.00	-$423
44	Tentative Parcel Map	$9,811.00			Reso. 2006-114	$8,860.53	0%	$8,860.00	-$951
45	Tentative Tract Map	$7,757.00	Deposit		Reso. 2006-114	$9,543.68	0%	$9,543.00	$1,786
46	Tentative Tract Map (50 lots or more)	New				$10,030.99	0%	$10,030.00	NA
47	Tentative Tract Map Condition Monitoring	New	Deposit			Variable	NA	$5,000.00	NA
48	Variance	$4,292.00			Reso. 2006-114	$4,607.07	0%	$4,607.00	$315
49	Zone Change	$8,524.00			Reso. 2006-114	$7,525.02	0%	$7,525.00	-$999
50	Zone Text Amend.	$6,900.00			Reso. 2006-114	$7,557.33	0%	$7,557.00	$657

Note: For efforts above and beyond scope of original submittal, additional cost may apply.

Customer Service/Utility Billing Department

Water Utility Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Water Deposit - Residential - Initial	$50.00			NA	NA	$50.00	$0
2	Water Deposit - All Other Classes of Service	New			NA	NA	2X est average for location or min of $50.00	NA
3	Water Deposit - Reconnection After Processing for Non-Payment	New			NA	NA	3X est ave bill	NA
4	Water Account Set - Up Fee - next business day	$27.00			NA	NA	$30.00	$3.00
5	Water Account Set - Up Fee - Same Day (8:00 a.m. to 12:00 p.m.)	$30.00			NA	NA	$35.00	$5.00
6	Water Account Set - Up Fee - Same Day (12:00 p.m. to 3:00 p.m.)	$30.00			NA	NA	$45.00	$15
7	Water Account Set - Up Fee - After Hours (3:00 - 8:00 a.m. next business day & holidays and weekends)	$146.00			NA	NA	$250.00	$104.00
8	Water meter reinstall fee	$95.00			NA	NA	$95.00	$0
9	After p.m. t/on fee	$146.00			NA	NA	$146.00	$0
10	Construction water meter deposit (hydrant meter)	$500.00			NA	NA	$1,500.00	$1,000
11	Trespass/Diversion/Theft of Service	$250.00		1st offense	NA	NA	$250.00	$0
12	Trespass/Diversion/Theft of Service	$500.00		2nd offense	NA	NA	$500.00	$0

Sewer fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Sewer Deposit - Residential - Initial	$30.00			NA	NA	$25.00	-$5
2	Sewer Deposit - All Other Classes	New			NA	NA	2X est average for location or min of $25.00	NA

Miscellaneous Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Delinquent fee	$13.50		Account balances more than $75 31 days past due	NA	NA	$13.50	$0
2	Returned check fee	$25.00			NA	NA	$25.00	$0

Customer Service/Utility Billing Department

3	Late Fee	New		1.5 % of unpaid balance after 30 days but less than $75	NA	NA	1.5 % of unpaid balance after 30 days but less than $75.00	NA
4	Processing Fee for Non-Payment	New		per service	NA	NA	$45.00	NA
5	Same day turn on fee	$43.00			NA	NA	$43.00	$0.00

Electric Utility Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Reconnection Charge (Additional) OH or UG service terminated by electric crew	$265.00			$558.83	29%	$397.00	$132
2	Reconnection Charge (Additional) Service Drop removed by electric crew	$265.00			$265.02	0%	$265.00	$0
3	Trespass/Diversion/Theft of Service	$250.00		1st Offense	NA	NA	$300.00	$50
4	Trespass/Diversion/Theft of Service	$500.00		2nd Offense	NA	NA	$600.00	$100
5	Customer Requested Electric Operations Service Call "Trip Charge"	New		Charge is assessed if an additional trip is required to complete the service call, due to customer oversight	$124.68	1%	$124.00	NA
6	Non-remote meter read	New	per month		NA	NA	$10.00	NA
7	Electric Deposit - Residential - Initial	New			NA	NA	$50.00	NA
8	Electric Deposit - All Other Classes of Service	New		2X est average for location or min of 100.00	NA	NA	2X est average for location or min of $100.00	NA
9	Electric Deposit - Reconnection After Processing for Non-Payment	New			NA	NA	3X est ave bill	NA
10	Electric Account Set - Up Fee - next business day	$27.00			NA	NA	$30.00	$3.00
11	Electric Account Set - Up Fee - Same Day (8:00 a.m. to 12:00 p.m.)	$30.00			NA	NA	$35.00	$5.00
12	Electric Account Set - Up Fee - Same Day (12:00 p.m. to 3:00 p.m.)	$30.00			NA	NA	$45.00	$15
13	Electric Account Set - Up Fee - After Hours (3:00 - 8:00 a.m. next business day & holidays and weekends)	$146.00			NA	NA	$286.00	$140.00
14	Electric meter testing	$89.00			NA	NA	$89.00	0

Refuse - Utility

Trash Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Residential set up fee	$10.81			NA	NA	$10.81	$0
2	Commercial set up fee	$18.03			NA	NA	$18.03	$0
3	Industrial set up fee	$18.03			NA	NA	$18.03	$0

Electric - Utility

Electric Utility Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Meter Test/2nd request within one year	$89.00			$182.14	27%	$133.00	$44
2	Meter Changeout - Customer Required (single phase)	$113.00			$307.14	45%	$169.00	$56
3	Meter Changeout (3 phase)	New			$596.14	0%	$596.00	NA
4	Temporary OH Electric Service	$176.00		Time & Materials	NA	NA	Actual Cost	NA
5	Temporary UG Electric Service	$176.00		Time & Materials	NA	NA	Actual Cost	NA
6	Preliminary Electric Service Assessment Fee	New			$237.70	0%	$237.00	NA
7	Extention or relocation of Distribution lines and or facilities (single phase)	New		Includes Engineering. Time & Materials	Variable	NA	Actual Cost	NA
8	Extention or relocation of Distribution lines and or facilities (3 phase)	New		Includes Engineering. Time & Materials	Variable	NA	Actual Cost	NA
9	Electric Line Extention for new development of less than 10 units	New		Time & Materials	Variable	NA	Actual Cost	NA
10	Electric Line Extention for new track development 10+ units	$1,400.00	per unit	Includes single phase primary (size & length), single phase transformer (size), secondary cable (size & length), service cable (size & length) labor, equipment and inspections.	$1,700.00	0%	$1,700.00	$300
11	Cable and equipment installed in developer supplied sub-structures	New		Time & Materials	Variable	NA	Actual Cost	NA
12	Solar Electric Utility application & plan check	New			$135.94	1%	$135.00	NA
13	Customer Required Inspection Fee	New			$153.36	0%	$153.00	NA
14	Customer Required Inspection Fee after 2nd review	New		due to customer non-compliance	$198.56	0%	$198.00	NA
15	Additional Plan Check Fee after 2nd review	New		due to customer non-compliance	$118.85	1%	$118.00	NA
16	Additional Solar Plan Check Fee after 2nd review	New		due to customer non-compliance	$60.86	1%	$60.00	NA

Electric - Utility

17	Residential panel changeout up to 125 amp.	New		Includes 2 inspections, disconnect & reconnect. Time & Materials	Variable	NA	Actual Cost	NA
18	Residential panel changeout 200+ amps	New		Includes 2 inspections, disconnect & reconnect. Time & Materials	Variable	NA	Actual Cost	NA
19	Commercial service panel upgrade	New		Time & Materials	Variable	NA	Actual Cost	NA
20	Multi-unit dwelling new service or panel upgrade	New		Time & Materials	Variable	NA	Actual Cost	NA
21	Old Technology Meter installation	New			NA	NA	$75.00	NA

Police

Fees									
#	Description	Fee (Penalty/Late Fee)	Unit	Governing Code	Resolution/ Ordinanc	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Prohibited Stopping or Parking at red curb	$45.00*		13-21 BMC	Reso. 1993-110	NA	NA	$45.00*	$0
2	Prohibited Stopping or Parking	$58.00*		13-22A BMC	Reso. 1993-110	NA	NA	$58.00*	$0
3	Parking not to Obstruct Traffic	$58.00*		13-23 BMC	Reso. 1993-110	NA	NA	$58.00*	$0
4	All night and vehicle maintenance parking prohibited	$50.00*/$50.00		13-24 BMC	Reso. 1993-110	NA	NA	$50.00*/$50.00	$0
5	Standing or Parking on one-way roadway	$45.00*/$45.00		13-25 BMC	Reso. 1993-110	NA	NA	$45.00*/$45.00	$0
6	Parking on grades	$45.00*/$45.00		13-26 BMC	Reso. 1993-110	NA	NA	$45.00*/$45.00	$0
7	Unlawful parking--peddlers, vendors	$80.00*/$80.00		13-27 BMC	Reso. 1993-110	NA	NA	$80.00*/$80.00	$0
8	Temporary parking restrictions	$45.00*/$45.00		13-28 BMC	Reso. 1993-110	NA	NA	$45.00*/$45.00	$0
9	Time limit parking zones -- green curbs	$58.00*		13-29 BMC	Reso. 1993-110	NA	NA	$58.00*	$0
10	Parking within space markings	$45.00*/$45.00		13-30 BMC	Reso. 1993-110	NA	NA	$45.00*/$45.00	$0
11	Parking in freight and passenger loading zones--time limits	$45.00*/$45.00		13-32 BMC	Reso. 1993-110	NA	NA	$45.00*/$45.00	$0
12	Stopping in Alley	$58.00*		13-33 BMC	Reso. 1993-110	NA	NA	$58.00*	$0
13	Designated bus and taxicab zones	$80.00*/$80.00		13-34 BMC	Reso. 1993-110	NA	NA	$80.00*/$80.00	$0
14	Restricted use of Bus and Taxicab zones	$58.00*		13-35 BMC	Reso. 1993-110	NA	NA	$58.00*	$0
15	Trailer or semi-trailer parking prohibited	$80.00*/$80.00		13-39 BMC	Reso. 1993-110	NA	NA	$80.00*/$80.00	$0
16	Commercial Parking in Business & Residential districts	$80.00*/$80.00		13-40 BMC	Reso. 1993-110	NA	NA	$80.00*/$80.00	$0
17	Parking in excess of 72 hours	$45.00*		10.12.045 BMC	Ordi. 1375	NA	NA	$45.00*	$0
18	Commercial vehicle -- parking prohibited	$113.00*		10.16.020 BMC	Ordi. 1390	NA	NA	$113.00*	$0
19	Vehicle parked transporting animals/nuisance	$100.00*		10.16.020A1 BMC	Ordi. 1390	NA	NA	$100.00*	$0
20	Vehicle parked with hazardous substance within city	$100.00*		10.16.020A2 BMC	Ordi. 1390	NA	NA	$100.00*	$0
21	Vehicle parked on road for repair	$100.00*		10.16.020A3 BMC	Ordi. 1390	NA	NA	$100.00*	$0
22	Commercial vehicles over 10,000 lbs. parking in residential area	$113.00*		10.16.020B1 BMC	Ordi. 1390	NA	NA	$113.00*	$0
23	Commercial vehicles over 10,000 lbs. parking on lot/unimproved	$113.00*		10.16.020B2 BMC	Ordi. 1390	NA	NA	$113.00*	$0
24	Commercial vehicles over 10,000 lbs. parking within 100 ft of residential area	$113.00*		10.16.020B3 BMC	Ordi. 1390	NA	NA	$113.00*	$0
25	Commercial vehicles over 10,000 lbs. parking within 150 ft of driveway opening	$113.00*		10.16.020B4 BMC	Ordi. 1390	NA	NA	$113.00*	$0
26	Commercial vehicles over 10,000 lbs. parking in commercial property	$113.00*		10.16.020B5 BMC	Ordi. 1390	NA	NA	$113.00*	$0
27	Commercial vehicles over 10,000 lbs. parking in non-residential property	$113.00*		10.16.020B6 BMC	Ordi. 1390	NA	NA	$113.00*	$0
28	Commercial vehicles over 10,000 lbs. parking in alley	$113.00*		10.16.020B7 BMC	Ordi. 1390	NA	NA	$113.00*	$0
29	Commercial vehicles over 10,000 lbs. parking adjacent to public facility	$113.00*		10.16.020B8 BMC	Ordi. 1390	NA	NA	$113.00*	$0

Police

30	Commercial vehicles over 10,000 lbs. unattached trailer	$113.00*		10.16.020B9 BMC	Ordi. 1390	NA	NA	$113.00*	$0
31	Commercial vehicles over 10,000 lbs. idling over 15 minutes	$113.00*		10.16.020C BMC	Ordi. 1390	NA	NA	$113.00*	$0
32	Unregistered vehicle	$73.00*		4000A CVC	Reso. 1993-110	NA	NA	$73.00*	$0
33	Display of license plate	$73.00*		5200 CVC		NA	NA	$73.00*	$0
34	Improper Display of Tabs	$30.00*		5204A CVC	Reso. 1993-110	NA	NA	$30.00*	$0
35	Unauthorized Parking on Public Grounds	$35.00*		21113A CVC	Reso. 1993-110	NA	NA	$35.00*	$0
36	Stopping/Parking in Bicycle lane	$35.00*		21211A CVC	Reso. 1993-110	NA	NA	$35.00*	$0
37	Parking within Intersection	$48.00*		22500A CVC	Reso. 1993-110	NA	NA	$48.00*	$0
38	Parking in Crosswalk	$48.00*		22500B CVC	Reso. 1993-110	NA	NA	$48.00*	$0
39	Parking adjacent to Safety Zone	$48.00*		22500C CVC	Reso. 1993-110	NA	NA	$48.00*	$0
40	Parking within 15 feet of Fire Station Driveway	$48.00*		22500D CVC	Reso. 1993-110	NA	NA	$48.00*	$0
41	Parking blocking a driveway	$48.00*		22500E CVC	Reso. 1993-110	NA	NA	$48.00*	$0
42	Parking on a sidewalk	$48.00*		22500F CVC	Reso. 1993-110	NA	NA	$48.00*	$0
43	Parking blocking excavation	$48.00*		22500G CVC	Reso. 1993-110	NA	NA	$48.00*	$0
44	Double Parking	$48.00*		22500H CVC	Reso. 1993-110	NA	NA	$48.00*	$0
45	Parking in a posted bus zone	$263.00*		22500I CVC	Reso. 1993-110	NA	NA	$263.00*	$0
46	Parking on a bridge	$48.00*		22500K CVC	Reso. 1993-110	NA	NA	$48.00*	$0
47	Parking blocking wheelchair access	$338.00*		22500L CVC	Reso. 1993-110	NA	NA	$338.00*	$0
48	Parking in posted Fire lane	$80.00*		22500.1 CVC	Reso. 1993-110	NA	NA	$80.00*	$0
49	Parking more than 18" from the curb	$48.00*		22502A CVC	Reso. 1993-110	NA	NA	$48.00*	$0
50	Posted no parking	$35.00*		22505B CVC		NA	NA	$35.00*	$0
51	Parking in/Obstructing space designated for the disabled	$338.00*		22507.8A CVC	Reso. 1993-110	NA	NA	$338.00*	$0
52	Obstrucing/blocking disabled space	$338.00*		22507.8B CVC		NA	NA	$338.00*	$0
53	Parking on blue crosshatch	$338.00*		22507.8C CVC		NA	NA	$338.00*	$0
54	Obstructing disabled parking space	$338.00*		22507.8C1 CVC		NA	NA	$338.00*	$0
55	Obstructing disabled parking space	$338.00*		22507.8C2 CVC		NA	NA	$338.00*	$0
56	Parking within 15' of Fire hydrant	$35.00*		22514 CVC	Reso. 1993-110	NA	NA	$35.00*	$0
57	Unattended vehicle	$35.00*		22515B CVC	Reso. 1993-110	NA	NA	$35.00*	$0
58	Locking person in vehicle	$35.00*		22516 CVC	Reso. 1993-110	NA	NA	$35.00*	$0
59	Parking within 7.5 feet of railroad track	$35.00*		22521 CVC	Reso. 1993-110	NA	NA	$35.00*	$0
60	Parking within 3' of a sidewalk access ramp	$338.00*		22522 CVC	Reso. 1993-110	NA	NA	$338.00*	$0
61	Abandoned vehicle	$275.00*/$50.00		22523 CVC	Reso. 1993-110	NA	NA	$275.00*/$50.00	$0

Towing and Storage Services Fees									
#	Description	Current Fee/Charge	Unit	Notes	Authority	Full Cost	Subsidy %		Fee Δ
1	Base Towing Rate - Class A Tow Truck	$130.00	per hour, 1 hr minimum		Reso. 2004-039	NA	NA	$130.00	$0
2	Heavy Duty Towing Rate - Class B Tow Truck	$165.00	per hour, 1 hr minimum		Reso. 2004-039	NA	NA	$165.00	$0
3	Heavy Duty Towing Rate - Class C and D Tow Truck	$250.00	per hour		Reso. 2004-039	NA	NA	$250.00	$0

Police

4	Related Service	$350.00	per hour for crane recovery		Reso. 2004-039	NA	NA	$350.00	$0
5	Lock Out (no towing required)	$65.00			Reso. 2004-039	NA	NA	$65.00	$0
6	Lock Out (towing required)	No Charge			Reso. 2004-039	NA	NA	No Charge	NA
7	Dolly	No Charge			Reso. 2004-039	NA	NA	No Charge	NA
8	After Hours Release Fee	$65.00			Reso. 2004-039	NA	NA	$65.00	$0
9	**Storage**								
9a	Automobiles	$30.00	per day, outside		Reso. 2004-039	NA	NA	$30.00	$0
9b	Automobiles	$35.00	per day, inside		Reso. 2004-039	NA	NA	$35.00	NA
9c	Motorcycles	$15.00	per day, outside		Reso. 2004-039	NA	NA	$15.00	$0
9d	Motorcycles	$20.00	per day, inside		Reso. 2004-039	NA	NA	$20.00	$0
9e	Trucks, 1 ton under 20 ft.	$40.00	per day		Reso. 2004-039	NA	NA	$40.00	$0
9f	Trucks, over 20 ft.	$50.00	per day, per unit		Reso. 2004-039	NA	NA	$50.00	$0

Miscellaneous									
#	**Description**	**Current Fee/Charge**	**Unit**	**Notes**	**Authority**	**Full Cost**	**Subsidy %**		**Fee Δ**
1	All Reports - Black & White	$0.25	per copy		Reso. 2008-047	NA	NA	$0.25	$0
2	All Reports - Color	$0.35	per copy		Reso. 2008-047	NA	NA	$0.35	$0
3	Report Request Form - Black & White	$0.25	per copy		Reso. 2008-047	NA	NA	$0.25	$0
4	Report Request Form - Color	$0.35	per copy		Reso. 2008-047	NA	NA	$0.35	$0
5	Special Events Charge (4 hr minimum)	$65.00	per officer, per hour		Reso. 2007-117	$102.84	5%	$97.50	$33
6	Special Events Charge (4 hr minimum)	$70.00	per corporal, per hour		Reso. 2007-117	$124.16	15%	$105.00	$35
7	Special Events Charge (4 hr minimum)	$80.00	per sergeant, per hour		Reso. 2007-117	$130.37	8%	$120.00	$40
8	Special Events Charge (4 hr minimum)	New	per Lieutenant, per hour		Reso. 2007-117	$192.39	45%	$105.00	NA
9	Special Events Charge (4 hr minimum)	New	per Captain, per hour		Reso. 2007-117	$180.72	31%	$125.00	NA
10	DUI Investigation & Fine	$110.00	per vehicle		Reso. 2007-117	NA	NA	$110.00	$0
11	DUI Enforcement Charge	Same as special events chg			Reso. 2007-117	NA	NA	Same as special events chg	NA
12	DUI Recovery	New		Allowed under California Government Code Sections 53155; cannot exceed $12,000		Variable	NA	Actual Cost Up to $12,000	NA
13	K-9 Unit Service Charge	Same as special events chg			Reso. 2007-117	NA	NA	Same as special events chg	NA
14	Public Dance Fee	Same as special events chg			Reso. 2007-117	NA	NA	Same as special events chg	NA

Police

15	Traffic Control Fee	Same as special events chg			Reso. 2007-117	NA	NA	Same as special events chg	NA
16	Vehicle Storage Release	$77.00	per vehicle		Reso. 2007-117	NA	NA	$115.50	$39
17	Vehicle Storage Release - 30 day	New	per vehicle			NA	NA	$115.50	NA
18	False Alarm Response	none		1st response	Reso. 2007-117	NA	NA	none	NA
19	False Alarm Response	none		2nd response	Reso. 2007-117	NA	NA	none	NA
20	False Alarm Response	$72.00		3rd response	Reso. 2007-117	NA	NA	$72.00	NA
21	False Alarm Response	$144.00		4th response	Reso. 2007-117	NA	NA	$144.00	NA
22	False Alarm Response	$144.00		5th + response	Reso. 2007-117	NA	NA	$144.00	NA
23	Clearance Letter Fee	$25.00	per letter		Reso. 2007-117	$27.70	10%	$25.00	$0
24	Photo Sales Charges	$10.00	per print		Reso. 2007-117	$10.00	0%	$10.00	$0
25	Bicycle Licenses	$6.00	per licence		Reso. 2007-117	NA	0%	$5.00	-$1
26	Fingerprint Fee	$15.00	+ D.O.J. fees if applicable		Reso. 2007-117	NA	NA	$15.00	$0
27	Tape Duplication Fee	$30.00	per tape		Reso. 2007-117	$17.21	13%	$15.00	-$15
28	Civil Court Case Charge	Actual Salary Involved			Reso. 2007-117	NA	NA	Actual Salary Involved	NA

Fire Department

Plan Review/Inspection								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Residential Plan Review/Inspection	$134.00	per hour (1 hr. min.)		$233.02	14%	$201.00	$67
2	Commercial/Industrial Plan Review/Inspection	$134.00	per hour (1 hr. min.)		$233.02	14%	$201.00	$67
3	Automatic Fire Extinguisher Plan Review/Inspection	$134.00	per hr./person		$233.02	14%	$201.00	$67
4	Fire Alarm Plan Review/Inspection	$134.00	per hr./person		$233.02	14%	$201.00	$67
5	Sprinkler System Plan Review/Inspection	$134.00	per hr./person		$233.02	14%	$201.00	$67

Fire Code Compliance Inspection								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Annual State Mandated Inspection	$134.00	per hr./person (1 hr. min.)		$233.02	14%	$201.00	$67
2	Operational Permit Annual Inspection	New	per hour (1 hr. min.)		$233.02	14%	$201.00	NA
3	New Business Fire Hazard Inspection	$134.00	per hr./person (1 hr. min.)		$233.02	14%	$201.00	$67
4	**Engine Company Inspection**							
5	Inspection	no fee			$0.00	100%	$0.00	$0
6	1st Reinspection	no fee			$0.00	100%	$0.00	$0
7	Subsequent reinspection	$134.00	per hr./person		$116.51	0%	$116.00	-$18
8	Fire Suppression Cost Recovery	Actual Cost			NA	NA	Actual Cost	NA
9	Fire Prevention Investigation	Covered by County Contract			NA	NA	Covered by County Contract	NA
10	EMT Service, Non-resident	Covered by County Contract			NA	NA	Covered by County Contract	NA
11	Care Facility serving 25 or fewer persons	$50.00		Mandated by State	NA	NA	$50.00	$0
12	Care Facility serving 26 or more persons	$100.00		Mandated by State	NA	NA	$100.00	$0
13	**Hazardous Materials Record Location**							
13.a	Category 1, Level 1a	$268.00			NA	NA	$268.00	$0
13.b	Category 1, Level 1b	$335.00			NA	NA	$335.00	$0
13.c	Category 2, Level 2a	$268.00			NA	NA	$268.00	$0
13.d	Category 2, Level 2b	$335.00			NA	NA	$335.00	$0
13.e	Category 3, Level 3a	$402.00			NA	NA	$402.00	$0
13.f	Category 3, Level 3b	$469.00			NA	NA	$469.00	$0
14	Hazardous Materials Response	Actual Cost			Variable	NA	Actual Cost	NA
15	Non Compliance Fee	New	per hour (1 hr. min.)		$116.51	0%	$116.00	NA
16	Special Event fee	New	per hour (1 hr. min.)		$116.51	0%	$116.00	NA
17	Special Event - Inspection Fee	New	per hour (1 hr. min.)		$116.51	0%	$116.00	NA

Engineering

Public Works Permit Fees									
#	Description	Current Fee/Charge	Unit	Notes	Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Issuance Fee	$23.00			Reso. 2006-114	$10.51	5%	$10.00	-$13
2	Curb & Gutter - <100 ft.	$60.00		$75 per every additional 100 feet	Reso. 2006-114	$77.19	0%	$77.00	$17
4	Sidewalk - <400 sq. ft	$60.00		$15 for every additional 100 square feet	Reso. 2006-114	$77.19	0%	$77.00	$17
6	Pavement - <1000 ft.	$120.00		$50 for each additional 1000 SF above first 1000SF	Reso. 2006-114	$121.23	0%	$121.00	$1
9	Driveway approach - Residential	$60.00			Reso. 2006-114	$77.19	0%	$77.00	$17
10	Driveway approach - Commercial	$81.00			Reso. 2006-114	$99.21	0%	$99.00	$18
11	Wheelchair Ramp	$60.00			Reso. 2006-114	$77.19	0%	$77.00	$17
12	Cross gutter/spandrel	$103.00			Reso. 2006-114	$110.35	0%	$110.00	$7
13	Sewer main, storm drain, water main <50 ft.	$82.00			Reso. 2006-114	$138.04	0%	$138.00	$56
14	Sewer main, storm drain, water main >50 ft.	$188.00	each 50	$45 for eachadditional 50 LF above first 50 LF	Reso. 2006-114	$231.83	0%	$231.00	$43
15	Sewer lateral	$60.00			Reso. 2006-114	$74.13	0%	$74.00	$14
16	Water service	$60.00			Reso. 2006-114	$74.13	0%	$74.00	$14
17	Sewer manhole	$81.00			Reso. 2006-114	$96.15	0%	$96.00	$15
18	Sewer Clean out	$82.00			Reso. 2006-114	$96.15	0%	$96.00	$14
19	Water line Hot Tap	$174.00		Includes the water main run in r/w	Reso. 2006-114	$162.21	0%	$162.00	-$12
20	Storm Drain Inlet	$189.00			Reso. 2006-114	$187.29	0%	$187.00	-$2
21	Storm Drain Connector pipe	$145.00			Reso. 2006-114	$143.25	0%	$143.00	-$2
22	Parkway drain	$81.00			Reso. 2006-114	$99.21	0%	$99.00	$18
23	Fire Hydrant	$270.00			Reso. 2006-114	$209.31	0%	$209.00	-$61
24	Air Vac blow off	$103.00			Reso. 2006-114	$209.31	0%	$209.00	$106
26	Street Tree	$60.00			Reso. 2006-114	$77.19	0%	$77.00	$17
27	Street name & traffic sign	$60.00			Reso. 2006-114	$33.15	0%	$33.00	-$27
28	Dye Test	$104.00			Reso. 2006-114	$113.04	0%	$113.00	$9
31	Penalty for work w/o permit	$244.00			Reso. 2006-114	NA	NA	x 2 the permit fee	NA
32	Overtime inspection	$154.00			Reso. 2006-114	$176.16	0%	$176.00	$22
33	Re-Inspection Fee	1.5 x time spent			Reso. 2006-114	NA	NA	1.5 x time spent	NA

Excavation permit									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Individual project (parallel to street)	$189.00			Reso. 2006-114	$187.29	0%	$187.00	-$2
2	Individual project (across the street)	$188.00			Reso. 2006-114	$187.29	0%	$187.00	-$1

Engineering

Preliminary Project Review									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Specific Plan - preliminary	$3,871.00			Reso. 2006-114	$5,675.24	0%	$5,675.00	$1,804
2	Specific Plan amendment - preliminary	$2,540.00			Reso. 2006-114	$2,341.45	0%	$2,341.00	-$199
3	E.I.R - preliminary	$2,862.00			Reso. 2006-114	$2,101.35	0%	$2,101.00	-$761
4	Drainage study	$1,240.00			Reso. 2006-114	$2,098.60	11%	$1,860.00	$620
20	WQMP Review Deposit	$3,000.00				$1,825.99	0%	$1,825.00	-$1,175
5	Traffic study	$2,504.00			Reso. 2006-114	$1,919.46	0%	$1,919.00	-$585
6	Tentative parcel map - preliminary	$1,843.00			Reso. 2006-114	$1,598.43	0%	$1,598.00	-$245
7	Tentative tract map - preliminary	$2,531.00			Reso. 2006-114	$2,275.80	0%	$2,275.00	-$256

Engineering

8	Tent map- (MH, RV)- preliminary	$2,360.00			Reso. 2006-114	$2,275.80	0%	$2,275.00	-$85
9	Tent Comm/Indus parcel >4 lots- preliminary	$2,429.00			Reso. 2006-114	$2,053.12	0%	$2,053.00	-$376
10	Site Plan	$289.00			Reso. 2006-114	$259.41	0%	$259.00	-$30
11	Plot Plan	$289.00			Reso. 2006-114	$259.41	0%	$259.00	-$30
12	Condominium - preliminary	$1,023.00			Reso. 2006-114	$829.27	0%	$829.00	-$194
13	Consultant service - preliminary	184.00 + consultant's fee		Deposit	Reso. 2006-114	NA	NA	Deposit amount variable	NA

Final Map Review									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Final map - 0 - 50 lots	$4,885.00			Reso. 2006-114	$4,946.02	1%	$4,915.00	$30
2	Final map -51 or more lots	$8,159.00 +$70.00 per lot	per add't lot over 50		Reso. 2006-114	$90.11	0%	$90.00	$20
8	Third check up-final	$914.00			Reso. 2006-114	$667.78	0%	$667.00	-$247
9	Certificate of Correction - final	$836.00			Reso. 2006-114	$717.53	0%	$717.00	-$119
10	Amend Map-final	$932.00			Reso. 2006-114	$794.86	0%	$794.00	-$138
11	Consultant service -final	$183.00 + consultant's fee		Deposit	Reso. 2006-114	NA	NA	Deposit amount variable	NA

Grading									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Rough grading 1-5 sheets	$1,734.00			Reso. 2006-114	$1,820.57	0%	$1,820.00	$86
2	Rough grading 6-9 sheets	$2,843.00			Reso. 2006-114	$2,771.02	0%	$2,771.00	-$72
3	Rough grading 10-20 sheets	$4,691.00			Reso. 2006-114	$5,159.61	6%	$4,830.00	$139
4	Rough grading per sheet above 20 sheets	New				$335.72	9%	$305.00	NA
5	Precise Grading 0-49 lots	$1,249.00			Reso. 2006-114	$1,854.57	12%	$1,635.00	$386
6	Precise Grading Per lot over 49 lots	New				$37.85	21%	$30.00	NA
7	Grading/Stockpile Permit 51-100 CY	$45.00				$44.04	0%	$44.00	-$1
8	Grading/Stockpile Permit 101-1,000 CY	$45.00		Plus $21 for every 100 cy or fraction thereof		$44.04	0%	$44.00	-$1
9	Grading/Stockpile Permit 1,001-10,000 CY	$230.00		Plus $25 for every 1,000 cy or fraction thereof		$231.83	0%	$231.00	$1
10	Grading/Stockpile Permit 10,001-100,000 CY	$380.00		Plus $75 for every 10,000 cy or fraction thereof		$391.78	0%	$391.00	$11
11	Grading/Stockpile Permit 100,001 or more CY	$1,075.00		Plus $85 for every 10,000 cy or fraction thereof		$1,103.46	0%	$1,103.00	$28

Engineering

Inspections									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
7	Inspections - Subdivision Developments	4% of est. constr. costs			Reso. 2006-114	NA	NA	4% of est. constr. costs	NA
8	Industrial Waste Inspection	$175.00			Reso. 2006-114	NA	NA	Consultant costs + 10%	NA
9	NPDES Inspection	$110.00			Reso. 2006-114	$132.12	0%	$132.00	$22

Improvement Plan Review									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	P.C. Final Map - 1st Sheet	Variable	Per Sheet			$1,565.61	1%	$1,550.00	NA
2	P.C. Final Map - Additional sheet	Variable	Each			$554.22	1%	$550.00	NA

Miscellaneous Fees									
#	Description	Current Fee/Charge	Unit		Resolution/ Ordin	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Flood Zone Development	$705.00			Reso. 2006-114	$863.55	0%	$863.00	$158
2	Encroachment permit	$352.00			Reso. 2006-114	$160.07	0%	$160.00	-$192
3	Over sized/weight permit (Caltrans Rate)	$16.00			Reso. 2006-114	$10.51	5%	$10.00	-$6
4	Reimbursement agreement	$1,056.00			Reso. 2006-114	$678.93	0%	$678.00	-$378
5	Dedication Document	$224.00			Reso. 2006-114	$300.02	0%	$300.00	$76
7	Street Abandonment	$435.00			Reso. 2006-114	$953.68	32%	$652.00	$217
8	Service Letter	$63.00			Reso. 2006-114	$79.04	0%	$79.00	$16
9	Lot Line Adjustment	$619.00			Reso. 2006-114	$600.03	0%	$600.00	-$19
10	Lot Merger	$619.00			Reso. 2006-114	$600.03	0%	$600.00	-$19
11	Certificate of Compliance	$653.00			Reso. 2006-114	$600.03	0%	$600.00	-$53
12	Plan Storage & GIS Maintenance Fee	$12.00	per sheet		Reso. 2006-114	$15.34	2%	$15.00	$3
13a	24" x 36" or Smaller Printout	$12.00	per sheet		Reso. 2006-114	$16.30	2%	$16.00	$4
13b	24" x 36" or Smaller Printout	$12.00	per sheet		Reso. 2006-114	$7.05	1%	$7.00	-$5
14	Appeals to City Council or Planning	$543.00			Reso. 2006-114	$580.42	0%	$580.00	$37
15	Landscape Maintenance District - Annexation	$3,986.00			Reso. 2006-114	NA	NA	$3,986.00	NA
16	Assessment/Mello Roos District Deposit	$10,000 minimum			Reso. 2006-114	NA	NA	$10,000 minimum	NA
17	Improvement Plan Review: 1-5 Sheets	New				$892.26	NA	$835.00	NA
18	Improvement Plan Review: 5-10 Sheets	New				$2,613.39	NA	$2,500.00	NA
19	Improvement Plan Review: 10-20 Sheets	New				$4,118.23	NA	$3,900.00	NA
20	Improvement Plan Review: 20+ Sheets	New				$6,217.22	NA	$5,800.00	NA

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/08/18
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on May 8, 2018, at 3:30 p.m. at the Banning Civic Center Council Chamber, 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:	Rochelle Clayton, Interim City Manager Kevin Ennis, City Attorney Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

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

City Attorney Kevin Ennis listed the items on the closed session agenda, which included:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one case)

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: Turner v. City of Banning, Case No. RIC 1607623.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: City of Banning v. Go Green Calming Solutions, et al., Case No. RIC 1806731.

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) pf 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.

5. PUBLIC EMPLOYEE APPOINTMENT: City Manager – Pursuant to Government Code Section 54957.

6. PUBLIC EMPLOYEE APPOINTMENT: Police Chief – Pursuant to Government Code Section 54957.

The Meeting convened closed session at 3:31 p.m. and reconvened to open session at 4:57 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:57 p.m.

Minutes Prepared by:

_____

Sonja De La Fuente, Deputy City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/08/18
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Moyer on May 8, 2018, at 5:04 p.m. at the Banning Civic Center Council Chamber, 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 Rochelle Clayton, Interim City Manager
Kevin Ennis, City Attorney
Tim Chavez, Fire Battalion Chief
Heidi Meraz, Community Services Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director/City Engineer
Vincent Avila, Police Lieutenant
Suzanne Cook, Deputy Finance Director
Robert Meteau, Deputy HR Director
Ted Shove, Economic Development Manager
Sonja De La Fuente, Deputy City Clerk
Laurie Sampson, Executive Assistant
Leila Lopez, Office Specialist

The Invocation was given by Elder Ralph Bobik with the Church of Jesus Christ of Latter Day Saints. Council Member Franklin led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

The City Attorney indicated six items were discussed in Closed Session. 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: Zugaza, LLC v. City of Banning, Case No. RIC 1700904. Mr. Curtis Wright, the City's representative, provided a status report and received direction. There is no final and reportable action. 2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: Turner v. City of Banning, Case No. RIC 1607623. A status report was provided by the City's outside Council. There is no final or reportable action. 3) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: City of Banning v. Go Green Calming

Solutions, et al., Case No. RIC 1806731. A report was provided regarding the case and it continues. 4) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) pf 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 on the settlement of the case and that will come back to the next meeting. 5) PUBLIC EMPLOYEE APPOINTMENT: City Manager – Pursuant to Government Code Section 54957. 6) PUBLIC EMPLOYEE APPOINTMENT: Police Chief – Pursuant to Government Code Section 54957. A status report was provided regarding these two items.

PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

PUBLIC COMMENTS

Chris Wilson, resident on West Repplier, shared a concern regarding packages that have been stolen from his property. He has heard from neighbors they have noticed less police patrol in the area. He has purchased security equipment for his property, but hopes the Council shares this concern and follows-up with the police. He is also concerned with the City's website and feels it is woefully outdated in regard budget related information, as he would like to see how the City is spending the taxpayer's money.

Richard, resident of Banning, asked the City Council to consider setting a date requiring clean energy sources (i.e. wind, solar, or hydroelectric)

Jerry Westholder expressed his concern with the Downtown Revitalization Survey. He feels the City has lost money investing in such projects (i.e. San Gorgonio Inn, All City Dodge, The Haven, Banning Cultural Alliance, Art Gallery, Façade Grants, and the Courthouse). He is also concerned with the Grand Jury Report that recently came out questioning ethics and pointed out that Council is not to direct staff.

Inge Schuler indicated there was an earthquake today and that Dr. Lucy Jones shared at the recent Disaster Survival Expo regarding a seismologically resilient water piping system developed in Japan and feels it would be good if the City considers these for any future waterline projects. She believes there are eight companies in the United States that provide these. She would like to see the main lines leading into each District using this piping so there would be at least one point in each District the people could get safe water in case of an emergency.

Jacob Yousef, owner of the Mobil gas station on Highland Springs, expressed concern with the left turn pocket into his business being closed, as his business has been severely impacted. He would like to know when it will be open.

David Ellis stated that as of 5:21 p.m. on this day he is resigning his position of Planning Commissioner and a Letter of Resignation will be provided. He asked about Proposition 26 and if $3 million would be refunded to the ratepayers. He also asked about Proposition 218 process, as he has heard some people received two notices, some didn't receive

one, and Spanish notices were not mailed. He expressed concern regarding a 2015 Banning Utility Authority complaint filed with the United States Securities and Exchange Commission. He expressed his disappointment with the Grand Jury's investigation and reminded the City Council to give direction only to the City Manager, not directly to subordinates. He also pointed out Section 10.5 of the Manual of Procedural Guidelines under Resolution 2013-103.

Don Smith thanked the Committee and City's staff for the Disaster Survival Expo. He believes it meets a City goal of providing services to the public. In regard to the left turn pocket being closed on Highland Springs, he believes the traffic situation is worse with it closed.

Seeing no further comments, the Mayor closed Public Comment.

The Mayor asked Public Works Director Art Vela for clarification on the closed left turn pocket on Highland Springs. Director Vela explained that he contacted the City of Beaumont about the left turn pocket and they indicated they would be conducting a traffic study in that location and would close it for those purposes. However, the duration of the study was not made clear at the time. Since that time, they have indicated it would be a three month closure. He has submitted a request for an update, and will request regular updates.

CORRESPONDENCE

There was no correspondence received.

ANNOUNCEMENTS & REPORTS

Council Member Franklin reported on the following:

- Holiday Wish, Cops vs. Clergy, and the Backpack Giveaway are all volunteer programs. The Disaster Survival Expo is a City program and she thanked those that helped execute a successful event. Good feedback and comments have been received from the community.
- The Downtown Ad Hoc Committee held a meeting last week and had 16 people from the community attend to provide input. There is also an online survey for people to take until May 5th.
- A Healthy City event will be held on May 19th and will be the 1st Annual Health Fair and 5K Run. The run begins at 9:00 a.m. and the Health Fair will be from 10:00 a.m. until 2:00 p.m. People can come into the Community Center to register or go online and the first 125 participants will receive a free t-shirt for the 5K run. There will be approximately 30 vendors, with cooking demonstrations, a kid zone, and other activities for the whole family.
- She attended a workshop in San Bernardino conducted by the Teamsters. The workshop focused on businesses working with cities and communities being better business partners.

- She attended the Southern California Association of Governments (SCAG) Annual Conference as the City's representative. There were several speakers. Something that stood out was a showcase of student projects.
- The Western Riverside Council of Governments General (WRCOG) Assembly will be held on June 21, 2018, and the keynote speaker will be Steve Forbes. At their last meeting they discussed several Bills, including topics such as CalPERS and how they're shifting liability to the cities, accessory units and cities potentially not being able to charge fees associated with building them, and another one where cities must accommodate 200% of Regional Housing Needs Assessment (RHNA).
- It is anticipated that a request to obtain funding for the truck climbing lanes on the 60 will be approved at the next RCTC meeting.

Council Member Peterson reported on the following:

- He, along with Council Members Welch and Franklin, attended a Law Enforcement Appreciation Committee (LEAC) Annual Awards Banquet in Riverside on April 27, 2018. Two officers from the Banning Police Department were recognized; Derek Thesier and Christopher Sayeski for their life saving efforts.
- He expressed his disappointment in former City Councils that he feels did not properly spend redevelopment funds on revitalizing the downtown.

Council Member Franklin reminded the Council that the Downtown Ad Hoc Committee was appointed by this Council.

Council Member Andrade explained that the Downtown Ad Hoc Committee is focusing on what can be done to make the downtown more viable and ensure businesses don't' leave. She would like suggestions from the community on how to improve the downtown, instead of focusing on any mistakes made in the past.

Council Member Welch had nothing to report.

Mayor Moyer had nothing to report.

REPORT BY CITY ATTORNEY

City Attorney Ennis attended the League of California Cities City Attorney Conference last week and learned of some new cases, statutes, and emerging trends, along with some strategies on how to deal with them.

REPORT BY CITY MANAGER

Interim City Manager Clayton did not have anything to report.

CONSENT ITEMS

1. Minutes – Regular Meeting – 4/10/2018

Recommendation: Approve the Minutes from April 10, 2018 Regular Meeting of the Banning City Council.

2. Minutes – Special Meeting – 4/10/2018 (Closed Session)

Recommendation: Approve the Minutes from the April 10, 2018 Special Meeting of the Banning City Council (Closed Session).

3. Minutes – Special Meeting – 4/10/2018 (Workshop)

Recommendation: Approve the Minutes from the April 10, 2018 Special Meeting of the Banning City Council (Workshop).

4. Minutes – Special Meeting – 4/11/2018 (Town Hall)

Recommendation: Approve the Minutes from the April 11, 2018 Special Meeting of the Banning City Council (Town Hall).

5. Minutes – Special Meeting – 4/19/2018

Recommendation: Approve the Minutes from the April 19, 2018 Special Meeting of the Banning City Council.

6. Approval and Ratification of Accounts Payable and Payroll Warrants for March 2018

Recommendation: Approve and Ratify the Accounts Payable and Payroll Warrants for March 2018.

7. Contracts Approved Under City Manager Authority

Recommendation: Receive and file list of contracts approved under the City Manager's authority.

8. Resolution 2018-56, Approving the Tentative Agreement for a Successor Memorandum of Understanding (MOU) Between the City of Banning and the Banning Police Management Association (BPMA)

Recommendation: Adopt Resolution 2018-56, authorizing the City Manager or her designee to execute for and on behalf of the City approving the Tentative Agreement for a Successor Memorandum of Understanding (MOU) between the City of Banning and the Banning Police Management Association (BPMA).

9. Resolution 2018-50, Authorizing a Letter of Opposition to Assembly Bill (AB) 2065

Recommendation: Adopt Resolution 2018-50 authorizing the Mayor to sign a Letter of Opposition to AB 2065 addressed to California's Governor.

10. Resolution 2018-51, Approving the Third Amendment to the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for the Landscape Maintenance of City Facilities for Fiscal Year 2018/2019

Recommendation: Adopt Resolution 2018-51, approving Amendment No. 3 to the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for the landscape maintenance of City facilities for Fiscal Year 2018/2019.

11. Resolution 2018-55, Approving the Renewal of the Landscape Maintenance Contract with Artistic Maintenance, Inc. for Landscape Maintenance District No. 1 for Fiscal Year 2018/2019

Recommendation: Adopt Resolution 2018-55, approving the renewal of the Landscape Maintenance Contract with Artistic Maintenance, Inc. for Landscape Maintenance District No. 1 for Fiscal Year 2018/2019.

The Mayor opened Consent Items 1 through 11 for public comment. Seeing none, closed public comment.

Motion Peterson/Welch to approve Consent Items 1 through 11. Motion carried, 5-0.

REPORTS OF OFFICERS

1. Review of Draft Municipal and Zoning Code Amendments to Allow, Regulate, and Zone for Certain Commercial Cannabis Uses: Indoor Commercial Cultivation, Manufacturing Level 1, and Testing Laboratories; and Review of a Draft Ballot Measure to Impose a Municipal Tax on Such Activities

Community Development Director Patty Nevins and presented the Staff Report as contained in the Agenda packet and shared a slide presentation along with Maricela Marroquin of the City Attorney's office. (See Exhibit "A")

Council Member Peterson asked if all of the recommendations made by the Cannabis Ad Hoc Committee at the last meeting had been included. It was confirmed they had included recommended changes.

The Mayor opened the item for public comment.

David Ellis expressed concern with the odor that may come from cultivation, and asked if that had been addressed. He also suggested lowering electric rates. Mayor Moyer indicated that a proper air filtration system will be required. Council Member Peterson explained cultivation would only be allowed indoors.

Don Smith supports allowing everything instead of phasing it in. However, his concern is with enforcement, as there are illegal businesses already operating and they are not being shut down.

Jerry Westholder agrees with Mr. Smith and feels this needs to be looked at a little longer and harder. Mayor Moyer indicated Council has authorized positions in the Police Department to specifically in anticipation of the enforcement requirements.

John Hagan asked if there is a 600-foot distance requirement from residents. Director Nevins clarified the 600-foot requirement is only from schools or parks, not residents. Council Member Peterson explained that any cultivator would need to obtain a Conditional Use Permit and go through an approval process.

Seeing no further comments, the Mayor closed public comment.

The Council did not have any recommended changes to the proposed Ordinance and Tax Measure as presented.

2. Ordinance 1521, Amending the Banning Municipal Code, Section 8.20.070 (Fireworks Violation) and Resolution 2018-59, Establishing a Fine

Lieutenant Vincent Avila presented the Staff Report as contained in the Agenda packet along with a PowerPoint presentation. (See Exhibit "B")

Council Member Peterson clarified that this would remove the need for the City Attorney to prosecute a fireworks infraction and instead allowing an officer to write a citation and process through traffic court, saving money for the City.

The Mayor opened the item for public comment.

Don Smith thanked the Police Department for looking into this and seeing what could be done. He believes $100 is not a big enough fine. The City Attorney explained there are fines for 1st, 2nd, and 3rd violation.

Seeing no further comments, the Mayor closed public comment.

Council Member Franklin asked if statistics could be shared in the future.

The Mayor asked the Deputy City Clerk to read the title of Ordinance 1521.

The Deputy City Clerk read the title of Ordinance 1521.

Motion Franklin/Welch to waive further reading of Ordinance 1521. Motion carried, 5-0.

Motion Franklin/Andrade that Ordinance 1521 pass its first reading. Motion carried, 5-0.

Motion Andrade/Franklin to adopt Resolution 2018-59, establishing a fine. Motion carried, 5-0.

3. Pavement Rehabilitation of North Hargrave Street

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

Mayor Moyer asked if staff was working on a waterline down Ramsey Street. Director Vela confirmed they are, east of this location. The Mayor asked if this could be combined with that project. Director Vela indicated he is thinking of combining this project with the Ramsey/Hargrave project. The Mayor asked for a time frame and Director Vela indicated the design on the waterline should be done around September/October as long as the plans for the rest of the project are complete and the Right of Way Dedication on the northwest corner is done.

Council Member Peterson suggested reaching out to the constituent who has come to the Council Meeting in the past regarding Hargrave. Council Member Franklin indicated she spoke with her on Saturday and informed her it would be on this Agenda.

Council Member Franklin asked if staff could look into the water pipes Ms. Schuler discussed during Public Comment.

The Mayor opened the item for public comment.

David Ellis shared that a constituent in the area had expressed opposition to the speed bump on Hargrave north of Ramsey on the west side. He suggested addressing that now. Director Vela indicated it is part of the Hargrave/Ramsey intersection project and that would be fixed.

Seeing no further comments, the Mayor closed public comment.

Council Member Franklin indicated that after a constituent had brought up her concerns at a Council Meeting and Director Vela met with her and some residents in the area to address any concerns.

4. Resolution 2018-45, Declaring the Intention to Levy and Collect Assessments, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1

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

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

Motion Peterson/Welch to adopt Resolution 2018-45; declaring the Intent to Levy and Collect Assessments, approving the Engineer's Report, and setting the date for the Public Hearing for Landscape Maintenance District No. 1. Motion carried, 5-0.

5. Resolution 2018-44, Adopting the Water Supply Assessment (WSA) for Banning Distribution Center

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

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

Motion Peterson/Welch to adopt Resolution 2018-44, approving the WSA prepared by Albert A. Webb Associates for Banning Distribution Center. Motion carried, 5-0.

6. Status of the Public Information Officer (PIO) Recruitment

Interim City Manager Rochelle Clayton presented the Staff Report as provided in the Agenda packet.

Council Member Franklin asked if the PIO would work on the City's website. Interim City Manager confirmed

Council Member Welch expressed his support of this position, as it helps with the City's transparency.

Council Member Andrade expressed her support of the position, as the previous PIO was very helpful to the community.

Council Member Franklin expressed her support of the position, as she believes it would be helpful to have someone keeping constituents informed of things affecting the community.

Council Member Peterson expressed his opposition of the position, as he does not believe the City can afford it at this time and believes money would be better spent on a position in Public Works. He feels the three IT people on staff should be able to update the website.

Council Member Franklin suggested hiring a part-time consultant.

Council Member Andrade explained that having a PIO is a necessity.

Mayor Moyer agreed with a lot of what has been discussed. He would prefer getting someone to help get projects moving in Public Works, Community Development, and Community Services.

The Mayor opened the item for public comment.

Laura Leindecker suggested tailoring the position to what the City needs. She expressed the importance of getting information to the community

Chris Wilson agrees with Council Member Andrade in that the City's website is out of date and needs to be updated. He explained that it is very difficult to get information from the site. He believes the salary range is low for a good PIO. He recommended the City consider telecommuting, improving its web presence, verifying a good IT infrastructure is in place, and offering affordable utilities to improve the business climate.

Jerry Westholder opposes hiring a PIO, as he feels it is a luxury and the City needs to be frugal.

Don Smith explained that when the City had a PIO the citizens were receiving information and that stopped when the position became vacant. He suggested hiring a webmaster first, but remember that a priority of the Council's is better communication with the public. He believes the City needs to do a better job advertising the City.

Seeing no further comments, the Mayor closed public comment.

Interim City Manager Clayton will address this at the Budget Workshop.

ITEMS FOR FUTURE AGENDAS

Mayor Moyer suggested adding a Webmaster.

Council Member Peterson recommended contracting with someone to design the website and look into getting the electronic billboard message sign in front of City Hall.

Council Member Franklin would like a staff analysis of various Senate and Assembly Bills affecting local jurisdictions (i.e SB821, SB828, and others). She would also like a refresher provided to the Council regarding Council Members directing staff.

Council Member Peterson would like staff to verify Robertson's has scales to attain tonnage.

ADJOURNMENT

By common consent the meeting was adjourned at 7:11 P.M.

Minutes Prepared by:

_____

Sonja De La Fuente, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: https://banninglive.viebit.com/player.php?hash=Tvf0sl1uXqhR or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

Exhibit "A"

to the May 8, 2018, Regular Meeting Minutes

Cannabis Ordinances

City Council Workshop

City of Banning
99 E. Ramsey Street
Banning, CA 92220

May 8, 2018
5:00 P.M.

New Ordinances & Tax Measure

Municipal Code Amendments:

- Draft Cannabis Regulatory Permit Requirement – Add Chapter 5.35 to Business Licenses and Regulations
- Draft Cannabis Conditional Use Permit Requirement – Add Chapter 17.53 to Zoning

Draft Tax Measure (Ordinances will be dependent upon voter approval of tax measure)

Uses Conditionally Permitted via Cannabis Conditional Use Permit

- Cultivation
- Manufacturing Level 1
- Testing

Industrial Zoning Districts

Industrial land use districts

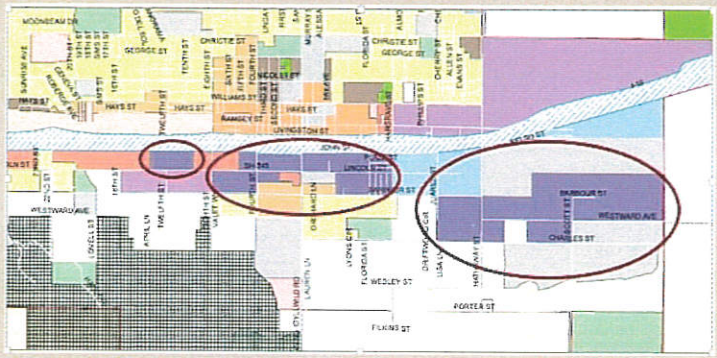


Exhibit "B"

to the May 8, 2018, Regular Meeting Minutes

Fireworks Enforcement

Presented by:
Lieutenant Avila

Currently Banning Municipal Code section 8.20.070 allows for the removal of any dangerous fireworks and / or Safe and Sane fireworks

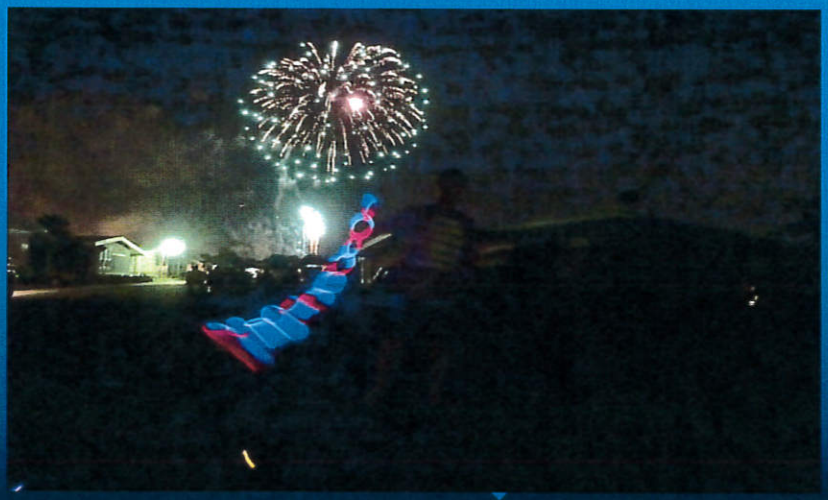
This section also allows for an officer to arrest the violator for a misdemeanor. It is recommended that this section be amended to allow the officer discretion in citing an infraction or administrative citation

A violation of California Health & Safety Code section 12677 is a misdemeanor and is prosecuted by the District Attorneys office for dangerous fireworks

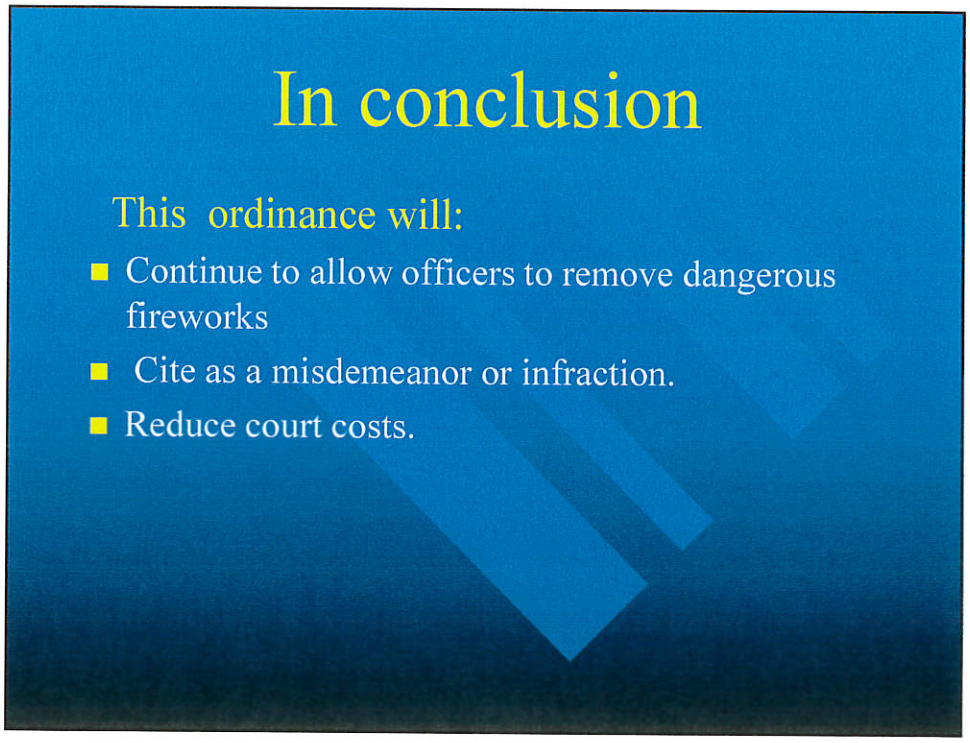
A violation of Banning Municipal Code section 8.20.070 is a misdemeanor and is prosecuted by the City Attorney – for both dangerous and Safe & Sane fireworks

Amending Banning Municipal Code section 8.20.070 to be cited as an infraction would allow a police officer to directly file the case in traffic court.

Amending Banning Municipal Code section 8.20.070 to be issued as an administrative citation pursuant to Chapter 8.20 will also allow Code Enforcement to issue a cite.



It is recommended that the Banning Municipal Code be amended to give officers the discretion to cite fireworks violations as a infraction


In conclusion
This ordinance will:
Continue to allow officers to remove dangerous fireworks
Cite as a misdemeanor or infraction.
Reduce court costs.

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director/Interim ASD

MEETING DATE: May 22, 2018

SUBJECT: Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of April 2018

RECOMMENDATION:

That City Council review and ratify the warrants for period ending **April 30, 2018**, per California Government Code Section 37208.

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	163965 -164354	$ 1,680,605.43	
Voided / Reissue Check	163972, 164094,163331	$ 3,522.05	
Check Total			$ 1,677,083.38
Wires Total	970 -972		$ 1,709,133.21
ACH payments:	9006211 - 9006225		
Payroll Direct Deposit 4/13/2018		$ 373,415.21	
Payroll Direct Deposit 4/27/2018		$ 348,684.80	
Other Payments		$ 600,453.18	
ACH Total			$ 1,322,553.19
Payroll Checks:	11382 - 11396		
Payroll - Regular 4/13/2018		$ 2,113.74	
Payroll - Regular 4/27/2018		$ 2,387.03	
Payroll Check Total			$ 4,500.77
Total Warrants Issued for April 2018			$ 4,713,270.55

ATTACHMENTS:

- Fund List
- Warrant List April 2018
- Warrant List Detail April 2018
- Voided Check Log – April 2018
- Payroll Log
- Payroll Registers

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

Approved by:

Rochelle Clayton
Interim City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

001 General Fund Departments

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

All Other Funds

002 – Developer Deposit Fund
003 – Riverside County MOU
005 – SA Admin Fund
100 – Gas Tax Street Fund
101 – Measure A Street Fund
103 – SB 300 Street Fund
104 – Article 3 Sidewalk Fund
110 – CDBG Fund
111 – Landscape Maintenance
132 – Air Quality Improvement Fund
140 – Asset Forfeiture/Police Fund
148 – Supplemental Law Enforcement
149 – Public Safety Sales Tax Fund
150 – State Park Bond Fund
190 – Housing Authority Fund
200 – Special Donation Fund
201 – Sr. Center Activities Fund
202 – Animal Control Reserve Fund
203 – Police Volunteer Fund
204 – D.A.R.E. Donation Fund
300 – City Administration COP Debt Service
360 – Sun Lakes CFD #86-1
365 – Wilson Street #91-1 Assessment Debt
370 – Area Police Computer Fund
375 – Fair Oaks #2004-01 Assessment Debt
376 – Cameo Homes
400 – Police Facilities Development
410 – Fire Facilities Development
420 – Traffic Control Facility Fund
421 – Ramsey/Highland Home Road Signal
430 – General Facilities Fund
441 – Sunset Grade Separation Fund
444 – Wilson Median Fund
451 – Park Development Fund
470 – Capital Improvement Fund
475 – Fair Oaks #2004-01 Assessment District
600 – Airport Fund
610 – Transit Fund
660 – Water Fund
661 – Water Capital Facilities
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA Water Debt Service Fund
670 – Electric Fund
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 – Electric Revenue Bond Project Fund
675 – Public Benefit Fund
678 – '07 Electric Revenue Bond Debt Service Fund
680 – Wastewater Fund
681 – Wastewater Capital Facility Fund
682 – Wastewater Tertiary
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund
690 – Refuse Fund
700 – Risk Management Fund
702 – Fleet Maintenance
703 – Information Systems Services
761 – Utility Billing Administration
805 – Redevelopment Obligation Retirement Fund
810 – Successor Housing Agency
830 – Debt Service Fund
850 – Successor Agency
855 – 2007 TABS Bond Proceeds
856 – 2003 TABS Bond Proceeds
857 – 2003 TABS Bond Proceeds Low/Mod

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
970	RIVERSIDE PUBLIC UTILITIES	1,079,876.32
971	U.S. BANK	108,080.53
972	U.S. BANK	521,176.36
163965	ADVANCE WORKPLACE STRATEGIES INC	151.00
163966	ALL AMERICAN ASPHALT	48,540.14
163967	ARROW STAFFING SERVICE	1,722.86
163968	ARROYO BACKGROUND INVESTIGATIONS	2,700.00
163969	ASPEN ENVIRONMENTAL GROUP	15,451.19
163970	AT&T GLOBAL CUSTOMER CARE CENTER	751.06
163971	AVILA, CHRISTINA	100.00
163972	B & H FOTO & ELECTRONICS CORP	0.00
163973	BABCOCK LABORATORIES, INC	239.00
163974	BAKKEN, KRISTI	108.06
163975	BANNING POLICE OFFICERS ASSOC	2,400.00
163976	BEAUMONT DO IT BEST HOME CENTER	604.99
163977	BENHAR, DIANA T	474.60
163978	BLUE SHIELD OF CALIFORNIA	75,032.41
163979	CALIFORNIA LAW ENFORCE ASSN	661.50
163980	CAMPA, ERIC	4,183.56
163981	CARD INTEGRATORS DBA	4,809.42
163982	CHARLES ABBOTT ASSOCIATES, INC	11,417.78
163983	CLINKSCALE, LAVONIA	106.80
163984	DAVIS, JONATHEN	16.00
163985	DAVIS, WILLI L & RENATE	130.75
163986	DEX MEDIA	40.51
163987	DIVISION OF THE STATE ARCHITECT	188.00
163988	DIVISION OF THE STATE ARCHITECT	7.20
163989	ENOS, LIBERTY	210.00
163990	FERRELLGAS	324.00
163991	FMB TRUCK OUTFITTERS	49.79
163992	FRONTIER COMMUNICATIONS	1,326.92
163993	FRONTIER COMMUNICATIONS	1,920.74
163994	GAS COMPANY, THE	854.80
163995	GONZALEZ, ARMIDA	98.99
163996	GOVERNMENTJOBS.COM, INC	1,250.00
163997	GUERRERO, CRISTOVAL	16.00
163998	HAWLEY, CAMERON	25.56
163999	HOMAN, LOUIS	32.00
164000	HUNTER, RAMON S & KIMBERLY A	21.88
164001	I.B.E.W. LOCAL 47	7,850.83
164002	I.B.E.W. LOCAL 47 (PAC)	52.00
164003	INFOSEND, INC	1,671.94
164004	INLAND WATER WORKS SUPPLY CO.	1,077.50
164005	INTER-CITY ENERGY SYSTEMS, INC	46.00
164006	KEANE &, AMANDA	95.55
164007	KESTER, ELIZABETH	16.00
164008	LOPEZ &, LAURA	40.75
164009	LOPEZ, LEILA	16.00
164010	M BREY ELECTRIC, INC	218.00
164011	MCCAFFERTY, ALEXANDRA I	64.00
164012	MEZA, ROSALVA	78.33
164013	MILLER, JONI	50.00
164014	MILLER, THOMAS	429.28

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164015	MORENO, JOSE	201.34
164016	MORGAN, DEIDRA J	311.50
164017	NET TRANSCRIPTS, INC	159.75
164018	OFFICE DEPOT	250.42
164019	ON TRAC	26.32
164020	PARKHOUSE TIRE, INC.	145.46
164021	PRE-PAID LEGAL SERVICES, INC	286.02
164022	PRUDENTIAL OVERALL SUPPLY	159.32
164023	RECORD GAZETTE, THE	39.95
164024	RELIABLE WORKPLACE SOLUTIONS	381.59
164025	ROBINSON, BRANDON A	269.25
164026	RON TURLEY ASSOCIATES INC	2,503.88
164027	RUEHLE, TARA SHAWN M	252.00
164028	SAMPSON, LAURIE	316.00
164029	SAN BERNARDINO PUBLIC EMPLOYEES	870.10
164030	SANDOVAL, ANA	92.37
164031	SCCI, INC DBA	250.00
164032	SHELDON, SHANE	350.00
164033	SHOVE, TED	300.00
164034	SHRED-IT USA, LLC	97.20
164035	SITEONE LANDSCAPE SUPPLY	2,618.85
164036	SMITH, JOHN	162.22
164037	SMITH, LOIS E	56.00
164038	STEFFENS, JIM	300.00
164039	SUEZ BANNING	56,533.00
164040	SUN LIFE FINANCIAL	19,354.88
164041	SZOYKA, CARL	405.95
164042	T-MOBILE	1,326.00
164043	TELEPACIFIC COMMUNICATIONS	2,845.57
164044	THOMPSON, JAMES	300.00
164045	TIME WARNER CABLE	148.32
164046	VISION SECURITY SYSTEMS	3,758.15
164047	WARE, KENNITH	32.00
164048	WELLS FARGO CARD SERVICES INC	2,152.35
164049	WILLIAM-HILL, ANDREA	380.00
164050	WINGLER, PEGGY	80.88
164051	WOODARD & CURRAN, INC	68,418.55
164052	YEDWALSKY, HARVEY	162.22
164053	YOUNGBLOOD & ASSOCIATES	225.00
164054	ZENNER PERFORMANCE METERS, INC	35.00
164055	A-Z BUS SALES, INC. (COLTON)	639.31
164056	ACE	233.81
164057	ADVANCE WORKPLACE STRATEGIES INC	342.00
164058	ALL STAR ELITE SPORTS	570.00
164059	ALL STAR GLASS, INC.	267.78
164060	ALTEC INDUSTRIES, INC.	1,245.50
164061	ARROYO BACKGROUND INVESTIGATIONS	1,350.00
164062	ARTISTIC MAINTENANCE, INC.	8,760.00
164063	ASPEN ENVIRONMENTAL GROUP	686.25
164064	AT&T MOBILITY	1,111.22
164065	B & H FOTO & ELECTRONICS CORP	1,274.89
164066	BBVA COMPASS	218,797.69
164067	BEAUMONT DO IT BEST HOME CENTER	1,201.07

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164068	BEAUMONT SAFE & LOCK	156.73
164069	BERRES, MARK	126.00
164070	BPS TACTICAL, INC	1,196.03
164071	BT SUPPLIES WEST	521.59
164072	CA. ST. DEPT. OF CONSERVATION	7.79
164073	CALDERON, SANDRA B	10.90
164074	CALIF BUILDING STANDARDS COMMISSION	155.70
164075	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
164076	CALIFORNIA-NEVADA J.A.T.C.	6,100.00
164077	CAPITAL REALTY ANALYSTS, INC	3,800.00
164078	CORE AND MAIN, LP	20,607.96
164079	COSTAR REALTY INFORMATION, INC	87.95
164080	COZAD & FOX, INC	1,100.28
164081	CREATIVE BUS SALES INC	640.69
164082	DELL MARKETING LP	2,840.47
164083	DIAMOND HILLS CHEVROLET BUICK GMC	2,017.89
164084	FOX OCCUPATIONAL MEDICAL CENTER	175.00
164085	FRONTIER COMMUNICATIONS	1,170.07
164086	GAS COMPANY, THE	51.75
164087	HEMET MANUFACTURING COMPANY, INC	179,901.50
164088	HEMET MANUFACTURING COMPANY, INC	149,174.27
164089	HOME DEPOT #8987	117.68
164090	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,121.09
164091	ICMA RETIREMENT TRUST 457	1,340.83
164092	INLAND FAIR HOUSING & MEDIATION	59.00
164093	IRON MOUNTAIN INFORMATION MGMT, LLC	405.88
164094	LAM, ANGIE	0.00
164095	LAW ENFORCEMENT APPRECIATION	600.00
164096	LEAF	303.35
164097	LOS ANGELES TRUCK CENTERS DBA	63.52
164098	MCWANE DUCTILE	26,871.83
164099	METEAU, ROBERT	1,444.56
164100	MITSUBISHI ELECTRIC & ELECTRONICS	297.84
164101	MOLEDOR, JEROME	132.00
164102	NAPA AUTO PARTS	122.76
164103	NATIONWIDE RETIREMENT SOLUTIONS	5,872.55
164104	OFFICE DEPOT	367.26
164105	PARKHOUSE TIRE, INC.	2,808.67
164106	PARS	426.90
164107	PARTS AUTHORITY METRO, LLC	563.02
164108	PAYPRO ADMINISTRATORS	190.00
164109	PRUDENTIAL OVERALL SUPPLY	562.35
164110	QUALITY CONSERVATION, INC	46.00
164111	RACEWAY FORD INC	192.45
164112	RECORD GAZETTE, THE	361.35
164113	RELIABLE WORKPLACE SOLUTIONS	807.86
164114	RIV. CO. SHERIFF'S DEPT.	110.00
164115	SAN GORGONIO PASS DESIGN AND PRINT	729.30
164116	SANDOVAL, ANA	16.00
164117	SENTRY ESCROW SERVICES, INC	20.00
164118	SITEONE LANDSCAPE SUPPLY	272.67
164119	SMART & FINAL	104.58
164120	SOUTHERN CALIFORNIA EDISON	140.93

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164121	SOUTHERN CALIFORNIA JOINT POLE	731.73
164122	SPS VAR, LLC	515.26
164123	STAYBRIDGE SUITES SAN DIEGO	704.40
164124	THORNTON, CHRIS	132.00
164125	TURBO DATA SYSTEMS INC	202.08
164126	U.S. BANK	423.50
164127	UNDERGROUND SERVICE ALERT	64.45
164128	VALLEY POWER SYSTEMS, INC	4,239.02
164129	VERIZON WIRELESS	540.46
164130	WALTER STANLEY COS, LLC	134.05
164131	WESTRUX INTERNATIONAL INC	204.94
164132	WHENEVER COMMUNICATIONS, LLC	278.82
164133	YANG, CHE	43.73
164134	YANG, KAO	55.00
164135	A.C.VROMAN, INC	944.33
164136	ACCESS ASSET MANAGEMENT, INC	81.73
164137	AIRGAS USA, LLC	138.90
164138	AL'S KUBOTA TRACTOR	1,575.49
164139	ALABBASI CONSTRUCTION	253.47
164140	ALL STAR ELITE SPORTS	1,360.27
164141	ALLIED BINGO SUPPLIES OF FLORIDA	79.46
164142	ALVARADO, KRISTINE NICOLE	33.18
164143	ARIAS, JOE	96.00
164144	AUER, WILLIAM	12.00
164145	BABCOCK LABORATORIES, INC	4,858.00
164146	BAEZA, HECTOR	16.00
164147	BATTERY SYSTEMS, INC	357.52
164148	BEAUMONT DO IT BEST HOME CENTER	460.19
164149	BEAUMONT SAFE & LOCK	3.23
164150	BERNARD, KEVIN	16.00
164151	BIO-TOX LABORATORIES	2,904.00
164152	CALDERON, SANDRA B	16.00
164153	CALIFORNIA RURAL WATER ASSOCIATION	1,240.00
164154	CALLAHAN, BRIAN	12.00
164155	CAMPA, ERIC	12.00
164156	CDW GOVERNMENT, INC	5,549.12
164157	CHRIS TAYLOR'S PLUMBING	928.15
164158	CHUNG, JO ANNE	79.41
164159	CLA-VAL	10,215.11
164160	CORELOGIC INFORMATION SOLUTIONS INC	66.68
164161	CORTEZ-JASSO, VICTOR	32.00
164162	CUSTOM TROPHIES & U-NEEK AWARDS	14.00
164163	DANIELS TIRE SERVICE	907.17
164164	DAVIS, JONATHEN	32.00
164165	DEUSENBERRY, DANIEL	12.00
164166	DIAMOND HILLS CHEVROLET BUICK GMC	483.24
164167	DUAL DIAGNOSIS TREATMENT CNTR	58.51
164168	ELIZONDO, MARIO	32.00
164169	ELLIS, CODY W	67.90
164170	ENVIRONMENTAL CONSTRUCTION, INC	168,774.27
164171	FAST LUBE & TUNE	888.38
164172	FASTENAL	55.05
164173	FEDEX	7.79

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164174	FELIX, ALBERTO	12.00
164175	FLUID COMPONENTS INTERNATIONAL LLC	2,235.16
164176	GAS COMPANY, THE	586.93
164177	GRAINGER	2,128.40
164178	GRAY, DUSTIN	16.00
164179	GREAR, BEVERLEY A	57.17
164180	HAHN, MICHAEL	16.00
164181	HAJHAMID, AKRAM	67.23
164182	HARPER, KRIS	112.00
164183	HATTON, CARRIE J	78.56
164184	HAWLEY, CAMERON	64.00
164185	HENRY, SARAH	136.01
164186	HERC RENTALS INC.	5,161.22
164187	HOME DEPOT #8987	127.19
164188	INNOVATIVE FEDERAL STRATEGIES	3,500.00
164189	JAN SCARLET MANAGMENT, LLC	44.11
164190	JAUREGUI, ROBERTO	12.00
164191	JENKINS & HOGIN, LLP	107.50
164192	JIMENEZ, LINDA	12.00
164193	L.J & L PARTY SUPPLY	100.00
164194	LITHOPASS PRINTING, FORMS,	215.50
164195	LOS ANGELES TRUCK CENTERS DBA	146.30
164196	M BREY ELECTRIC, INC	2,565.66
164197	MADRIGAL CHAVES, SERGIO	80.00
164198	MCCLUNE, DEVIN	32.00
164199	MERLIN JOHNSON CONSTRUCTION, INC	864.00
164200	MICHAEL BAKER INTERNATIONAL, INC	31,866.58
164201	NAPA AUTO PARTS	10.15
164202	NATIONAL RECREATION & PARK ASSOC	170.00
164203	NOLAN, MIKE	12.00
164204	NOTTINGHAM, MICHAEL	12.00
164205	O'REILLY AUTO PARTS	75.21
164206	OFFICE DEPOT	1,203.97
164207	PARKHOUSE TIRE, INC.	3,628.96
164208	PARTS AUTHORITY METRO, LLC	163.81
164209	PICABEA, JUAN	16.00
164210	PLANETBIDS, INC	27,433.92
164211	PREMIER WORLD CLASS PROPERTIES	195.13
164212	PRESS-ENTERPRISE, THE	268.80
164213	PRUDENTIAL OVERALL SUPPLY	219.57
164214	PULIDO, MARIO	79.76
164215	PYRO SPECTACULARS, INC	12,500.00
164216	RACEWAY FORD INC	44.63
164217	RIV. CO. CLERK RECORDER	22.00
164218	RIV. CO. CLERK RECORDER	132.00
164219	RON'S BEE SERVICE	100.00
164220	ROW TRAFFIC SAFETY, INC	116.37
164221	RYAN, JUSTIN T	192.94
164222	SAN GORGONIO PASS DESIGN AND PRINT	36.64
164223	SAYESKI, CHRISTOPHER	12.00
164224	SEPULVADA &, VICTOR	81.97
164225	SIN, KEVIN	300.00
164226	SMART & FINAL	222.73

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164227	SMITH, BRANDON	12.00
164228	SONCRANT &, FRED A	173.48
164229	SORIANO, RICHARD	32.00
164230	SOUTHERN CALIFORNIA GAS CO	4,752.36
164231	STUART, DAMON	96.00
164232	TETRA TECH INC.	4,153.50
164233	THESIER, DEREK	12.00
164234	UNITED TRANSMISSION EXCHANGE	1,599.69
164235	WALKER, BRIAN	12.00
164236	WELDOR'S SUPPLY AND STEEL	42.26
164237	WEST COAST SAND & GRAVEL, INC.	412.33
164238	WHITNEY, DIANA B	153.92
164239	YEDWALSKY, HARVEY	130.88
164240	4IMPRINT	670.08
164241	AALRR - BROOKS MYERS EVENTS	69.00
164242	ACEC CALIFORNIA	2.00
164243	ADVANCE WORKPLACE STRATEGIES INC	57.00
164244	AIR & HOSE SOURCE INC	379.26
164245	AIRGAS USA, LLC	164.35
164246	ALBERT A. WEBB ASSOCIATES	202.50
164247	AMERICAN FORENSIC NURSES	5,860.00
164248	ANIXTER, INC	484.88
164249	AT&T CALNET 2	1,267.07
164250	BABCOCK LABORATORIES, INC	529.00
164251	BANNING/BEAUMONT STUDENT OF THE	60.00
164252	BEAUMONT DO IT BEST HOME CENTER	229.00
164253	BEAUMONT SAFE & LOCK	101.29
164254	BENDER, BEVERLY	86.25
164255	BLOOMHUFF, NINA	347.64
164256	BT SUPPLIES WEST	182.58
164257	CA. ST. BOARD OF EQUAL. - FUEL	489.98
164258	CALIFORNIA, STATE OF	1,631.00
164259	CANON FINANCIAL SERVICES, INC	1,184.35
164260	CAROLLO ENGINEERS	5,363.30
164261	CDW GOVERNMENT, INC	2,255.81
164262	COLLINS, ELIZABETH	62.22
164263	CORELOGIC INFORMATION SOLUTIONS INC	150.00
164264	COST RECOVERY SYSTEMS, INC	4,500.00
164265	COUNSELING TEAM INTERNATIONAL, THE	275.00
164266	CUSTOM TROPHIES & U-NEEK AWARDS	40.95
164267	DANIELS TIRE SERVICE	518.55
164268	DIRECTV	23.25
164269	FEDEX	66.89
164270	FISHER, ROBERT	160.00
164271	FLEET SERVICES INC	1,175.00
164272	FLOYD SR, ERNEST	16.00
164273	FOX OCCUPATIONAL MEDICAL CENTER	80.00
164274	FRONTIER COMMUNICATIONS	3,043.18
164275	GAS COMPANY, THE	53.13
164276	GRAINGER	498.91
164277	HAWK, MARGARET	155.13
164278	HOME DEPOT #8987	107.76
164279	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,055.91

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164280	ICMA RETIREMENT TRUST 457	14,467.62
164281	INLAND WATER WORKS SUPPLY CO.	450.93
164282	INTERNATIONAL CONFERENCE OF POLICE	125.00
164283	KAISER FOUNDATION HEALTH	42,235.37
164284	KELLY, PATRICK	36.00
164285	KEMIRA WATER SOLUTIONS INC	2,406.90
164286	LANCE, SOLL & LUNGHARD, LLP	95.00
164287	LIEBERT CASSIDY WHITMORE	2,150.00
164288	LITHOPASS PRINTING, FORMS,	86.20
164289	LOPEZ, LEILA	130.00
164290	LSA ASSOCIATES, INC	350.00
164291	LYNN MERRILL AND ASSOCIATES, INC	7,250.78
164292	MACIAS, RUBEN	23.71
164293	MCDOWELL, CYNTHIA	106.66
164294	MCLAUGHLIN, CARNELLE	162.22
164295	METEAU, ROBERT	508.00
164296	MILLER, JONI	83.74
164297	MMJ SOLUTIONS, INC	3,214.88
164298	MORENO, ANGELA	63.48
164299	MUNDAY, SUSAN	2,500.00
164300	MYERS POWER PRODUCTS, INC	43,926.88
164301	NATIONWIDE RETIREMENT SOLUTIONS	4,976.82
164302	NEWMAN, ED & DIANA	219.87
164303	O'REILLY AUTO PARTS	121.50
164304	OFFICE DEPOT	826.19
164305	ON TRAC	33.84
164306	PACKHAM & TOOMEY, INC	125.00
164307	PARKER, ROBERTA	50.00
164308	PARKHOUSE TIRE, INC.	2,450.70
164309	PARS	359.25
164310	PARTS AUTHORITY METRO, LLC	431.32
164311	PEREZ, MIKE	134.94
164312	PEREZ, RAUL	151.38
164313	PRUDENTIAL OVERALL SUPPLY	801.27
164314	PUBLIC AGENCY RETIREMENT SERVICES	300.00
164315	REINECKER, PAXTON	1,500.00
164316	RICE, BETTY	50.00
164317	RICHARDS, LORENA	50.00
164318	RIDER, RICHARD & MARSA	50.00
164319	RIOS, BERTA	90.40
164320	RIV. CO. CLERK RECORDER	22.00
164321	RIV. CO. CLERK RECORDER	22.00
164322	RIV. CO. LAW ENFORCEMENT	200.00
164323	RIV. CO. SHERIFF'S DEPT.	98.00
164324	ROMO PLANNING GROUP, INC.	7,560.00
164325	RON'S BEE SERVICE	300.00
164326	SAFE RESTRAINTS, INC	2,710.24
164327	SAMPSON, LAURIE	16.00
164328	SAN BERNARDINO CO SHERIFF'S DEPT	5,850.00
164329	SCCI, INC DBA	1,350.00
164330	SENTRY ESCROW SERVICES, INC	36,030.00
164331	SIEMENS INDUSTRY, INC	1,676.60
164332	SMART & FINAL	23.98

City of Banning
Warrant List April 2018

Warrant Number	Vendor Name	Warrant Amount
164333	SMITH, JASON	278.50
164334	SOUTHERN CALIFORNIA EDISON	318.80
164335	SOUTHERN CALIFORNIA JOINT POLE	928.02
164336	STANTEC CONSULTING SERVICES, INC	42,655.61
164337	STATE BOARD OF EQUALIZATION	8,644.27
164338	STATE WATER RESOURCES CONTROL	1,400.00
164339	STATE WATER RESOURCES CONTROL	60.00
164340	STATEWIDE TOWING & RECOVERY, INC	300.00
164341	STERLING TALENT SOLUTIONS	234.15
164342	SUPERION	244.01
164343	SZOYKA, CARL	570.51
164344	THE SOCO GROUP, INC.	24,841.32
164345	THESIER, DEREK	56.40
164346	TIME WARNER CABLE	826.14
164347	TMG UTILITY ADVISORY SERVICES, INC	17,463.49
164348	TRAPANI, SHARON	108.66
164349	ULINE	165.50
164350	US GEOLOGICAL SURVEY,	23,125.00
164351	VERIZON WIRELESS	31.99
164352	VERIZON WIRELESS	4,109.12
164353	WELDOR'S SUPPLY AND STEEL	1,190.25
164354	WHITE, BEVERLY	50.00
9006211	CA. ST. EMPLOYMENT DEV. DEPT.	15,548.92
9006212	INTERNAL REVENUE SERVICE	112,880.45
9006213	WELLS FARGO BANK	600.00
9006214	CALPERS 457 PLAN - 450260	12,436.92
9006215	CALPERS 457 PLAN - 450260	80,438.84
9006216	WELLS FARGO BANK	373,415.21
9006217	CA. ST. EMPLOYMENT DEV. DEPT.	25,885.25
9006218	INTERNAL REVENUE SERVICE	157,563.39
9006219	TASC	5,146.06
9006220	CALPERS 457 PLAN - 450260	34,591.64
9006221	CA. ST. BOARD OF EQUALIZATION	987.00
9006222	WELLS FARGO BANK	348,684.80
9006223	CA. ST. EMPLOYMENT DEV. DEPT.	18,294.12
9006224	INTERNAL REVENUE SERVICE	131,459.43
9006225	TASC	4,621.16
Grand Total		**4,711,004.94**
	Less Voided / Reissued Checks from Prior Period	**(2,235.16)**
	Less Voided Checks Prior Period	
	Add Payroll Checks	**4,500.77**
	Total Remittance for Month	**4,713,270.55**

City of Banning
Warrant List Detail April 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
970	4/6/2018	RIVERSIDE PUBLIC UTILITIES	202		670-7000-331.20-01	INTEREST REVENUE	-1,113.84
					670-7000-356.38-10	ENERGY REVENUE	-3,273.88
					670-7000-356.38-17	CRR REVENUE	-61,056.13
					670-7000-356.38-20	TRANS REVENUE	-97,405.86
					670-7010-473.27-09	S & D EXP	51,024.00
					670-7010-473.27-50	CAPACITY EXP	547,235.69
					670-7010-473.27-60	ENERGY EXP	323,616.28
					670-7010-473.27-70	TRANS EXP	315,242.60
					670-7010-473.33-02	LEGAL EXP	5,607.46
971	4/10/2018	U.S. BANK	968243		689-0000-102.12-00	LESS CASH ON HAND ACCOUNT 792143000	-22.61
					689-8000-454.62-02	INTEREST DUE ACCOUNT 792143000	108,103.14
972	4/10/2018	U.S. BANK	968237		669-0000-102.12-15	LESS CASH ON HAND ACCOUNT # 258228000	-254.90
					669-6300-471.62-18	INTERESE DUE ACCOUNT # 258228000	521,431.26
163965	4/5/2018	ADVANCE WORKPLACE STRATEGIES INC	373905	028620	001-1300-412.33-32	RANDOM DRUG TESTING	151.00
163966	4/5/2018	ALL AMERICAN ASPHALT	178217	028264	101-0000-232.00-00	PROJECT 2016-03 STREET IMPROVEMENT	43,013.81
					660-0000-232.00-00	PROJECT 2016-03 STREET IMPROVEMENT	4,026.33
					670-0000-232.00-00	PROJECT 2016-03 STREET IMPROVEMENT	1,500.00
163967	4/5/2018	ARROW STAFFING SERVICE	103086		761-3100-480.33-11	WEBSTER, A W/E 3/10/2018	896.06
			103148		761-3100-480.33-11	WEBSTER, A W/E 3/17/2018	826.80
163968	4/5/2018	ARROYO BACKGROUND INVESTIGATIONS	1567	028559	001-1300-412.33-11	PO BACKGROUND INV FEES	1,800.00
			1570	028559	001-1300-412.33-11	PO BACKGROUND INV FEES	900.00
163969	4/5/2018	ASPEN ENVIRONMENTAL GROUP	3394.002-05	028753	663-6300-471.95-10	ENVIRONMENTAL SERVICE PRO	15,451.19
163970	4/5/2018	AT&T GLOBAL CUSTOMER CARE CENTER	0602261577		370-2200-421.26-05	ACCT # 8000-896-0272 FEB 19,2018 - MAR 18,2018	374.55
			0602271585		370-2200-421.26-05	ACCT # 8000-896-0272 MAR 19,2018 - APR 18,2018	376.51
163971	4/5/2018	AVILA, CHRISTINA	BBALL 2018		001-4000-461.23-15	REFEREE - 10 GAMES	100.00
163972	4/5/2018	B & H FOTO & ELECTRONICS CORP	140559377	028532	001-2060-446.89-56	CH 10 STUDIO EQUIPMENT VOIDED	0.00
163973	4/5/2018	BABCOCK LABORATORIES, INC	BC81770-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BC81771-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BC81772-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
163974	4/5/2018	BAKKEN, KRISTI	000063045		001-0000-218.22-22	UB CR REFUND-FINALS 000014642	108.06
163975	4/5/2018	BANNING POLICE OFFICERS ASSOC	MARCH 2018		001-0000-204.50-00	POLICE OFFICERS ASSOC DUE MARCH 2018	2,400.00
163976	4/5/2018	BEAUMONT DO IT BEST HOME CENTER	453715	028527	001-2740-442.36-00	TOOLS/MISC SUPPLIES	256.67
					001-2740-442.45-16	TOOLS/MISC SUPPLIES	263.92
			453716	028527	001-2200-421.36-62	BRACKET	8.61
			453945	028527	111-4900-432.30-01	G30 CHAIN	22.56
			453973	028527	001-3200-412.30-02	SHOPSIDING, 2"X4"FIR, 8"	53.23
163977	4/5/2018	BENHAR, DIANA T	MARCH 2018		001-4000-461.23-15	INSTRUCTOR - ZUMBA CLASS MARCH 2018	474.60
163978	4/5/2018	BLUE SHIELD OF CALIFORNIA	APRIL 2018		001-0000-204.31-00	HEALTH INSURANCE PREMIUMS APRIL 2018	75,032.41
163979	4/5/2018	CALIFORNIA LAW ENFORCE ASSN	APRIL 2018		001-0000-204.80-13	POLICE LTD PREMIUMS FOR APRIL 2018	661.50
163980	4/5/2018	CAMPA, ERIC	WEAPON LOAN'18		001-0000-116.21-01	EMPLOYEE GUN LOAN	4,183.56
163981	4/5/2018	CARD INTEGRATORS DBA	0096924-IN	028916	148-2200-421.90-48	ID CARD PRINTER	4,809.42
163982	4/5/2018	CHARLES ABBOTT ASSOCIATES, INC	57903	028718	001-2700-442.33-11	JAN 2018 BLDG&SAFTY SRVCS	11,417.78
163983	4/5/2018	CLINKSCALE, LAVONIA	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	106.80
163984	4/5/2018	DAVIS, JONATHEN	MEAL 3/21/18		001-2060-446.25-06	PARKS & RECREATION MTG	16.00
163985	4/5/2018	DAVIS, WILLI L & RENATE	000027765		001-0000-218.22-22	UB CR REFUND 000020760	130.75
163986	4/5/2018	DEX MEDIA	610036606723	028551	001-2200-421.23-01	WEB ADVERTISING	40.51
163987	4/5/2018	DIVISION OF THE STATE ARCHITECT	2018 - QTR 1		001-0000-223.26-00	AB 1379 FEES - 1ST QTR JAN 1,2018 - MAR 31,2018	188.00
163988	4/5/2018	DIVISION OF THE STATE ARCHITECT	2018 - QTR 1		001-0000-223.26-00	SB1186 FEES -1ST QTR JAN 1,2018 - MAR 31,2018	7.20
163989	4/5/2018	ENOS, LIBERTY	BBALL 2018		001-4000-461.23-15	REFEREE - 21 GAMES	210.00
163990	4/5/2018	FERRELLGAS	1100755624	028717	660-6300-471.36-08	PROPANE	324.00
163991	4/5/2018	FMB TRUCK OUTFITTERS	93529	028859	660-6300-471.30-06	LATCH FOR SIDE BOX	49.79
163992	4/5/2018	FRONTIER COMMUNICATIONS	2091884027MAR18		001-4500-412.26-05	209-188-4027 MAR 16,2018 - APR 15,2018	75.77
			2131817186MAR18		703-3700-480.30-17	213-181-7186 MAR 19,2018 - APR 18,2018	299.88
			9518498256MAR18		001-2200-421.26-05	951-849-8256 MAR 16,2018 - APR 15,2018	951.27
163993	4/5/2018	FRONTIER COMMUNICATIONS	2091885918FEB18		001-2200-421.26-05	209-188-5918 JAN 28,2018 - FEB 27,2018	45.70
					001-2400-422.26-05	209-188-5918 JAN 28,2018 - FEB 27,2018	56.43
					001-4500-412.26-05	209-188-5918 JAN 28,2018 - FEB 27,2018	1,052.65

City of Banning
Warrant List Detail April 2018

163993	43195	FRONTIER COMMUNICATIONS	2091885918FEB18		660-6300-471.26-05	209-188-5918 JAN 28,2018 - FEB 27,2018	488.49
					670-7000-473.26-05	209-188-5918 JAN 28,2018 - FEB 27,2018	220.89
					702-3800-480.26-05	209-188-5918 JAN 28,2018 - FEB 27,2018	56.58
163994	4/5/2018	GAS COMPANY, THE	05602682006MR18		001-2400-422.26-06	172 N MURRAY ST FEB 14,2018 - MAR 16,2018	351.62
			07702683751MR18		001-2200-421.26-06	125 E RAMSEY ST FEB 14,2018 - MAR 16,2018	150.88
			09142474007MR18		001-4050-461.26-06	84 W WILSON ST FEB 14,2018 - MAR 15,2018	352.30
163995	4/5/2018	GONZALEZ, ARMIDA	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	98.99
163996	4/5/2018	GOVERNMENTJOBS.COM, INC	INV23554	028933	001-1300-412.23-01	ANNUAL JOB ADS SUBSCRIPTI	1,250.00
163997	4/5/2018	GUERRERO, CRISTOVAL	MEAL 3/21/18		702-3800-480.25-06	CNG COMPRESSOR FAULTED 3 TIMES IN 2 HOURS	16.00
163998	4/5/2018	HAWLEY, CAMERON	TRAVEL 3/2018		670-7000-473.25-05	MILEAGE FROM AIRPORT WUC CONF ROSEVILLE CA	25.56
163999	4/5/2018	HOMAN, LOUIS	MEAL 3/13/18		703-3700-480.25-06	CITY COUNCIL MEETING	16.00
			MEAL 3/15/18		703-3700-480.25-06	SCHOOL BOARD MEETING	16.00
164000	4/5/2018	HUNTER, RAMON S & KIMBERLY A	000090607		001-0000-218.22-22	UB CR REFUND-FINALS 000003878	21.88
164001	4/5/2018	I.B.E.W. LOCAL 47	MARCH 2018		001-0000-204.53-00	GEN / UTILITY UNION DUES MARCH 2018	7,850.83
164002	4/5/2018	I.B.E.W. LOCAL 47 (PAC)	MARCH 2018		001-0000-204.80-01	PAC DUES FOR MARCH 2018	52.00
164003	4/5/2018	INFOSEND, INC	134314	028650	761-3100-480.23-02	UB BILL SRVCE 3/19-3/23	150.99
					761-3100-480.23-04	UB BILL SRVCE 3/19-3/23	1,253.63
					761-3100-480.33-11	UB BILL SRVCE 3/19-3/23	267.32
164004	4/5/2018	INLAND WATER WORKS SUPPLY CO.	S1009062.001		660-0000-131.00-00	MARKING POSTS-CAUTION PO NUM 028785	1,077.50
164005	4/5/2018	INTER-CITY ENERGY SYSTEMS, INC	REFUND 17-1179		001-0000-223.25-00	UNABLE TO CONTACT CUST REFUND PERMIT 17-1179	1.00
					001-2700-311.16-06	UNABLE TO CONTACT CUST REFUND PERMIT 17-1179	44.00
					001-2700-351.35-17	UNABLE TO CONTACT CUST REFUND PERMIT 17-1179	1.00
164006	4/5/2018	KEANE &, AMANDA	000068971		001-0000-218.22-22	UB CR REFUND-FINALS 000019820	95.55
164007	4/5/2018	KESTER, ELIZABETH	MEAL 3/13/18		001-2200-421.25-06	PHONE ISSUES	16.00
164008	4/5/2018	LOPEZ &, LAURA	000093021		001-0000-218.22-22	UB CR REFUND-FINALS 000005754	40.75
164009	4/5/2018	LOPEZ, LEILA	MEAL 3/13/18		761-3100-480.25-06	CITY COUNCIL MEETING	16.00
164010	4/5/2018	M BREY ELECTRIC, INC	3796	028692	001-2200-421.30-02	LABOR -MOVE LIGHT FIXTURE	218.00
164011	4/5/2018	MCCAFFERTY, ALEXANDRA I	000091479		001-0000-218.22-22	UB CR REFUND-FINALS 000053082	64.00
164012	4/5/2018	MEZA, ROSALVA	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	78.33
164013	4/5/2018	MILLER, JONI	EYEWEAR 2/2018		001-1300-412.25-10	2018 VISION REIMBURSEMENT GENERAL $300/EVERY 2 YEAR	50.00
164014	4/5/2018	MILLER, THOMAS	TRAVEL 3/2018		670-7000-473.23-05	CMUA ANNUAL MTG AIRFARE SAN FRANCISCO 3/25-27/18	429.28
164015	4/5/2018	MORENO, JOSE	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017 -OCT 2017	201.34
164016	4/5/2018	MORGAN, DEIDRA J	MARCH 2018		001-4000-461.23-15	INSTRUCTOR - TOT TIME MARCH 2018	311.50
164017	4/5/2018	NET TRANSCRIPTS, INC	0017459-IN		001-2200-421.33-11	TRANSCRIPTION CASE 18-481	159.75
164018	4/5/2018	OFFICE DEPOT	116241436001	028526	001-1200-412.36-00	CERTIFICATES,SEALS,TISSUE	9.26
					001-1400-412.36-00	CERTIFICATES,SEALS,TISSUE	45.09
			117745780001	028526	001-1200-412.36-00	COFFEE,PENS	15.30
					001-1400-412.36-00	COFFEE,PENS	15.29
					001-4500-412.36-00	COFFEE,PENS	165.48
164019	4/5/2018	ON TRAC	8748420	028539	001-1900-412.23-04	FINANCE & ENGINEERING S&H	3.76
					001-3000-442.23-04	FINANCE & ENGINEERING S&H	22.56
164020	4/5/2018	PARKHOUSE TIRE, INC.	2030164019	028549	702-3800-480.23-49	RECYCLING FEE	145.46
164021	4/5/2018	PRE-PAID LEGAL SERVICES, INC	MARCH 2018		001-0000-204.80-07	PREPAID LEGAL PREMIUMS MARCH 2018	286.02
164022	4/5/2018	PRUDENTIAL OVERALL SUPPLY	22582172	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
			22585610	028553	660-6300-471.25-02	UNIFORMS-WATER	50.00
			22585611	028553	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22585629	028553	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22585630	028553	100-4900-431.25-02	STREET UNIFORMS	15.20
			22585631	028553	001-3600-461.25-02	PARKS UNIFORMS	18.95
			22585633	028553	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	5.68
164023	4/5/2018	RECORD GAZETTE, THE	401059-2019	028525	001-1200-412.23-03	SUBSCRIPTION RENEWAL	39.95
164024	4/5/2018	RELIABLE WORKPLACE SOLUTIONS	AR64082		001-2200-421.30-06	B/W & COLOR COPIES W793P102594 & W795P402369	58.20
			AR64083		001-2200-421.30-06	B/W & COLOR COPIES E183MA10503	300.15
			AR64085		001-2200-421.30-06	B/W & COLOR COPIES W794P900072	23.24
164025	4/5/2018	ROBINSON, BRANDON A	TRAVEL 3/2018		670-7000-473.23-05	WUC CONFERENCE 3/13-16 AIRPORT PARKING/RENTAL	269.25

City of Banning
Warrant List Detail April 2018

164026	4/5/2018	RON TURLEY ASSOCIATES INC	51699	028927	702-3800-480.30-17	ANNUAL MAIN. AGREE. & UPD	2,503.88
164027	4/5/2018	RUEHLE, TARA SHAWN M	MARCH 2018		001-4000-461.23-15	INSTRUCTOR - BALLET CLASS MARCH 2018	252.00
164028	4/5/2018	SAMPSON, LAURIE	EYEWEAR 2/2018		001-1200-412.25-10	2018 VISION REIMBURSEMENT PER MOU DEAL POINTS 10/3	300.00
			MEAL 3/13/18		001-1200-412.25-06	CITY COUNCIL MEETING	16.00
164029	4/5/2018	SAN BERNARDINO PUBLIC EMPLOYEES	MARCH 2018		001-0000-204.51-00	SBPEA DUES FOR MARCH 2018	870.10
164030	4/5/2018	SANDOVAL, ANA	TRAVEL 3/2018		001-4000-461.23-05	CPRS CONF-LONG BEACH REIMBURSEMENTS	92.37
164031	4/5/2018	SCCI, INC DBA	154135	028656	660-6300-471.33-11	SAFETY MTG 3/8/18	250.00
164032	4/5/2018	SHELDON, SHANE	BBALL 2018		001-4000-461.23-15	REFEREE - 35 GAMES	350.00
164033	4/5/2018	SHOVE, TED	EYEWEAR 2/2018		001-1210-412.25-65	2018 VISION REIMBURSEMENT PER MOU 10/05/17	300.00
164034	4/5/2018	SHRED-IT USA, LLC	8124336761	028681	001-2200-421.23-07	SHRED IT MARCH 2018	97.20
164035	4/5/2018	SITEONE LANDSCAPE SUPPLY	84514180	028881	001-3600-461.30-01	50/50 TOP SOIL	1,186.79
			84559468	028881	001-3600-461.30-01	50/50 TOP SOIL	832.54
			84572813	028881	001-3600-461.30-01	50/50 TOP SOIL	599.52
164036	4/5/2018	SMITH, JOHN	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	162.22
164037	4/5/2018	SMITH, LOIS E	MARCH 2018		001-4000-461.23-15	INSTRUCTOR - GUITAR CLASS MARCH 2018	56.00
164038	4/5/2018	STEFFENS, JIM	108194638		670-7000-473.23-06	SCPPA ANNUAL CONFERENCE ANAHEIM, CA MAY 17, 2018	300.00
164039	4/5/2018	SUEZ BANNING	201833523	028670	680-8000-454.23-38	MONTHLY O&M FEE-MARCH	56,533.00
164040	4/5/2018	SUN LIFE FINANCIAL	APRIL 2018		001-0000-204.14-00	LTD - STD PREMIUMS APRIL 2018	5,992.45
					001-0000-204.30-00	LIFE INSURANCE APRIL 2018	4,202.14
					001-0000-204.32-00	DENTAL INSURANCE APRIL 2018	9,160.29
164041	4/5/2018	SZOYKA, CARL	009677		001-1300-412.41-15	RETIREMENT GIFT CARD STEVE ARMITAGE	405.95
164042	4/5/2018	T-MOBILE	9309587265		001-2200-421.33-11	SERVICES FOR GPS LOCATE	1,326.00
164043	4/5/2018	TELEPACIFIC COMMUNICATIONS	101417620-0		001-2200-421.26-05	PD PHONE SERVICE MAR 16,2018 - APR 15,2018	648.60
					001-4500-412.26-05	CENTRAL PHONE SERVICES MAR 16,2018 - APR 15,2018	2,196.97
164044	4/5/2018	THOMPSON, JAMES	EYEWEAR 3/2018		001-3000-442.25-10	2018 VISION REIMBURSEMENT GENERAL 300/EVERY 2 YEARS	300.00
164045	4/5/2018	TIME WARNER CABLE	COMMCTR 4/2018		001-2060-446.26-09	789 N SAN GORGONIO AVE APR 1,2018 - APR 30,2018	11.87
			FS89 4/2018		001-2400-422.26-09	172 N MURRAY ST 4/01-4/30 ACCT # 8448410810015614	37.45
			PD 04/2018		001-2200-421.26-09	125 E RAMSEY ST APR 1,2018 - APR 30,2018	87.13
			SRCTR 4/2018		001-2060-446.26-09	769 N SAN GORGONIO AVE APR 1,2018 - APR 30,2018	11.87
164046	4/5/2018	VISION SECURITY SYSTEMS	15161	028891	001-1200-412.89-48	CITY HALL SECURITY CAMERA	3,758.15
164047	4/5/2018	WARE, KENNITH	MEAL 3/14/18		610-5800-434.25-06	MOVE CNG BUSES	16.00
			MEAL 3/19/18		610-5800-434.25-06	SHOWING DIONA REVERSE 5 & 6 ROUTES	16.00
164048	4/5/2018	WELLS FARGO CARD SERVICES INC	JM 6093 MAR18		001-1910-412.23-06	SURVEYGIZMO.COM ANNUAL SURVEY SUBSCRIPTN	300.00
					200-9100-446.89-46	WALMART.COM TV WALL MOUNT KIT	43.08
					610-5800-434.89-46	SHOPLET.COM MAILROOM ORGANIZER	759.27
					680-8000-454.23-05	CWEA - ANNUAL CONFERNCE MOLEDOR, J & THORNTON,C	1,050.00
164049	4/5/2018	WILLIAM-HILL, ANDREA	BBALL 2018		001-4000-461.23-15	REFEREE - 38 GAMES	380.00
164050	4/5/2018	WINGLER, PEGGY	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	80.88
164051	4/5/2018	WOODARD & CURRAN, INC	25706	028485	660-6300-471.33-11	IRWM PROGRAM DEVELOPMENT	68,418.55
164052	4/5/2018	YEDWALSKY, HARVEY	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	162.22
164053	4/5/2018	YOUNGBLOOD & ASSOCIATES	3078A	028644	001-1300-412.33-32	PO POLYGRAPH FEES	225.00
164054	4/5/2018	ZENNER PERFORMANCE METERS, INC	0040261-IN	028787	660-6300-471.45-11	METER CERTIF TEST/REPAIR	35.00
164055	4/12/2018	A-Z BUS SALES, INC. (COLTON)	01P655675	028542	702-3800-480.30-05	#223 HARNESS, MAIN W/HYDR	639.31
164056	4/12/2018	ACE	105808	028772	702-3800-480.38-52	#221 THERMO KING ALTERNAT	233.81
164057	4/12/2018	ADVANCE WORKPLACE STRATEGIES INC	375138	028620	001-1300-412.33-32	RANDOM TESTING CHARGES	285.00
			375802	028620	001-1300-412.33-32	RANDOM DRUG TESTING	57.00
164058	4/12/2018	ALL STAR ELITE SPORTS	1454	028907	610-5800-434.25-02	UNIFORM JACKETS	570.00
164059	4/12/2018	ALL STAR GLASS, INC.	ICT022048	028857	702-3800-480.30-05	#224 WINDSHIELD	267.78
164060	4/12/2018	ALTEC INDUSTRIES, INC.	50225224	028541	702-3800-480.30-05	#340 DIELECTRIC TEST & IN	1,245.50
164061	4/12/2018	ARROYO BACKGROUND INVESTIGATIONS	1579	028559	001-1300-412.33-11	PO BACKGROUND FEES	1,350.00
164062	4/12/2018	ARTISTIC MAINTENANCE, INC.	0161190-IN	028752	111-4900-432.23-29	LMD LANDSCAPE MAINTENANCE	5,120.00
			0161191-IN	028706	001-2200-421.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	590.00
					001-3200-412.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	700.00
					001-4000-461.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	213.90

City of Banning
Warrant List Detail April 2018

164062	43202	ARTISTIC MAINTENANCE, INC.	0161191-IN	028706	001-4010-461.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	208.32
					001-4050-461.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	213.94
					100-4900-431.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	1,500.00
					610-5800-434.23-29	CITY PROPERTY MAINTENANCE APRIL 2018	213.84
164063	4/12/2018	ASPEN ENVIRONMENTAL GROUP	3394.001-05	028839	002-2800-441.33-05	PEER REVIEW BANN DIST	686.25
164064	4/12/2018	AT&T MOBILITY	992351038XMAR18		001-2200-421.26-05	A# 992351038 FAN#02391479 FEB 12,2018 - MAR 11,2018	1,111.22
164065	4/12/2018	B & H FOTO & ELECTRONICS CORP	140559377		001-0000-201.10-00	SALES TAX	-98.80
				028532	001-2060-446.89-56	CH 10 STUDIO EQUIPMENT	1,373.69
164066	4/12/2018	BBVA COMPASS	000000018-MAY18		300-6800-467.61-17	PRINCIPAL PAYMENT - LOAN 99 E RAMSEY	195,036.50
					300-6800-467.62-17	INTEREST PAYMENT - LOAN 99 E RAMSEY	23,761.19
164067	4/12/2018	BEAUMONT DO IT BEST HOME CENTER	453366	028527	702-3800-480.38-52	BR BL VAL	10.55
			453970	028527	001-4000-461.36-03	JANITORIAL SUPPLIES	62.56
			454154	028527	001-3200-412.30-02	CHAIN, EYE BOLT & SAFETY	51.96
			454219	028527	100-4900-431.36-00	6LB CLAY PICK	73.25
			454236	028527	001-3600-461.30-06	TOOLS	574.80
			454255	028527	001-3200-412.30-02	SEALANT, GREASE & LUBRICA	73.29
			454278	028527	001-3200-412.30-02	GFCI OUTLET- CITY HALL	34.46
			454332	028527	100-4900-431.36-00	MOP & PIP WRENCH	111.27
			454343	028527	001-4000-461.36-03	ROLLER COVERS	15.07
			454431	028527	001-4000-461.36-03	PAINT	100.93
			454498	028527	001-3600-461.30-06	TURF BLDR & KEYS	86.07
					001-4000-461.36-00	TURF BLDR & KEYS	6.86
164068	4/12/2018	BEAUMONT SAFE & LOCK	70049	028570	702-3800-480.38-52	2 CYLINDERS RECODED	50.00
			70054	028570	001-4000-461.36-00	KEYS FOR CCTR	19.40
			70065	028570	001-4010-461.36-09	POOL KEYS	7.54
			70134	028570	001-4000-461.36-00	KEYS FOR CCTR	10.94
			70307	028570	610-5800-434.36-00	OFFICE SUPPLIES	68.85
164069	4/12/2018	BERRES, MARK	MARCH 2018		001-4000-461.23-15	YOGA CLASS INSTRUCTOR MARCH 2018	126.00
164070	4/12/2018	BPS TACTICAL, INC	18010508	028861	001-2200-421.36-04	VEST, PLATE, SLING	1,196.03
164071	4/12/2018	BT SUPPLIES WEST	B11252	028800	001-3200-412.36-03	JANITORIAL SUPPLIES	521.59
164072	4/12/2018	CA. ST. DEPT. OF CONSERVATION	2018 QTR 1		001-2700-442.41-28	SMIP FEES / 1ST QTR 2018 JANUARY - MARCH 2018	7.79
164073	4/12/2018	CALDERON, SANDRA B	MILEAGE 4/4/18		001-2800-441.25-05	REGULAR PC MEETING 4/4/18 DELIVER AGENDA PACKETS	10.90
164074	4/12/2018	CALIF BUILDING STANDARDS COMMISSION	2018 QTR 1		001-0000-223.25-00	CA BUILDING STANDARD FEES 1ST QUARTER 2018	155.70
164075	4/12/2018	CALIFORNIA LAW ENFORCEMENT ASSOC	LAM, A 04/18/18		001-2200-421.23-06	RELEASING RECORDS & REDACTION & BACKGROUND CK	20.00
164076	4/12/2018	CALIFORNIA-NEVADA J.A.T.C.	2083		670-7000-473.23-06	JANUARY - MARCH 2018 APPRENTICE TUITION	6,100.00
164077	4/12/2018	CAPITAL REALTY ANALYSTS, INC	18-2076	028563	001-1210-412.33-11	33 S. SAN GORONIO AVE	3,800.00
164078	4/12/2018	CORE AND MAIN, LP	I476489		660-0000-131.00-00	PIPE,FLANGE,CLAMP,CAPS PO NUM 028788	20,607.96
164079	4/12/2018	COSTAR REALTY INFORMATION, INC	106388258-1	028730	001-1210-412.33-11	4/1/18-4/30/18	87.95
164080	4/12/2018	COZAD & FOX, INC	16844	028580	451-3600-461.90-69	PROJECT 2017-03	1,100.28
164081	4/12/2018	CREATIVE BUS SALES INC	1329784	028771	702-3800-480.38-52	#224 WINDSHIELD ROAD SIDE	539.88
			5135058	028771	702-3800-480.38-52	#224 WIPER BLADE	100.81
164082	4/12/2018	DELL MARKETING LP	10221769956	028533	148-2200-421.90-48	LAPTOPS - PD	2,840.47
164083	4/12/2018	DIAMOND HILLS CHEVROLET BUICK GMC	28493	028774	702-3800-480.30-05	#208 BALL JOINT REPLACEME	2,017.89
164084	4/12/2018	FOX OCCUPATIONAL MEDICAL CENTER	22683-92593		001-1300-412.33-32	MARCH 2018 PRE-EMPLYMNT SCREENINGS	55.00
					700-5020-480.41-14	HEP B INJECTIONS -POLICE OFFICERS MARCH 2018	120.00
164085	4/12/2018	FRONTIER COMMUNICATIONS	2090560495APR18		001-4500-412.26-05	209-056-0495 MAR 28,2018 - APR 27,2018	923.26
			9518493260APR18		001-4500-412.26-05	951-849-3260 MAR 28,2018 - APR 27,2018	246.81
164086	4/12/2018	GAS COMPANY, THE	13392459007MR18		600-5100-435.26-06	408 S HATHAWAY ST FEB 21,2018 - MAR 22,2018	51.75
164087	4/12/2018	HEMET MANUFACTURING COMPANY, INC	18-597-102-3	028830	663-6300-471.95-10	2016-02W BANNING WATER	189,370.00
					663-0000-232.00-00	2016-02W BANNING WATER RETAINAGE	-9,468.50
164088	4/12/2018	HEMET MANUFACTURING COMPANY, INC	18-597-102-4	028830	663-6300-471.95-10	PROJECT 2016-02W	157,025.55
					663-0000-232.00-00	PROJECT 2016-02W RETAINAGE	-7,851.28
164089	4/12/2018	HOME DEPOT #8987	1971870	028552	001-3200-412.30-02	GLOVES, SCREWS, & LUMBER	110.96
			3030818	028552	670-7000-473.45-16	COUPLINGS	6.72
164090	4/12/2018	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20180413		001-0000-204.80-10	PAYROLL SUMMARY	2,121.09
164091	4/12/2018	ICMA RETIREMENT TRUST 457	20180413		001-0000-204.16-00	PAYROLL SUMMARY	1,340.83
164092	4/12/2018	INLAND FAIR HOUSING & MEDIATION	TSHOVE 4/11/18		001-1210-412.23-05	FAIR HOUSING CONF 2018 ONTARIO, CA	59.00
164093	4/12/2018	IRON MOUNTAIN INFORMATION MGMT, LLC	201567433	028694	703-3700-480.33-11	OFFSITE MEDIA STORAGE	405.88
164094	4/12/2018	LAM, ANGIE	MEAL 4/24/2018		001-2200-421.23-06	CARPOS TRAINING @ BANNING COURTHOUSE VOIDED	0.00

City of Banning
Warrant List Detail April 2018

164095	4/12/2018	LAW ENFORCEMENT APPRECIATION	04262018		001-2200-421.23-05	2018 LEAC CEREMONY TABLE SPONSORSHIP 04/26/2018	600.00
164096	4/12/2018	LEAF	8255864	028739	001-4050-461.32-06	LANIER COPIER	303.35
164097	4/12/2018	LOS ANGELES TRUCK CENTERS DBA	XA240072637:01	028635	702-3800-480.38-52	SHAFT, WASHER, HEX NUT &	63.52
164098	4/12/2018	MCWANE DUCTILE	4069423	028815	663-6300-471.95-10	24"&16"PIPE,LUBE,CAP,GASK	24,371.14
			4069445	028815	663-6300-471.95-10	6"&12"PIPE,LUBE,CAP,GASKT	2,500.69
164099	4/12/2018	METEAU, ROBERT	200010761		001-1300-412.23-05	PIHRA SEMINAR @ RIVERSIDE JANUARY 9, 2018	249.00
			INV36255-Y1D6S1		001-1300-412.23-03	IPMA-HR ANNUAL MEMBERSHIP STANDARD INDIVIDUAL	149.00
			TRAVEL 12/2017		001-1300-412.23-05	2017 MUN FINANCE HOTEL MARRIOTT NEWPORT BEACH	664.61
						2017 MUN FINANCE HOTEL MEAL @ STARBUCKS	6.95
						2017 MUNICIPAL FINANCE INSTITUTE SEMINAR	375.00
164100	4/12/2018	MITSUBISHI ELECTRIC & ELECTRONICS	325671	028200	001-3200-412.30-02	PD ELEVATOR MAIN. & REP.	297.84
164101	4/12/2018	MOLEDOR, JEROME	MEALS 4/17-4/20		680-8000-454.23-05	CWEA 2018 CONFERENCE SACRAMENTO, CA	132.00
164102	4/12/2018	NAPA AUTO PARTS	045744	028883	702-3800-480.38-52	FAUCET	25.84
			046360	028883	702-3800-480.38-52	#241 CAMSHAFT & LAMP	89.39
			046450	028883	702-3800-480.38-52	#241 CAP- RADIATOR	7.53
164103	4/12/2018	NATIONWIDE RETIREMENT SOLUTIONS	20180413		001-0000-204.16-00	PAYROLL SUMMARY	5,872.55
164104	4/12/2018	OFFICE DEPOT	116101123001	028526	001-1200-412.36-00	CHAIR MAT/PAPER	244.06
			117485572001	028526	001-3000-442.36-00	POST ITS, CORRECTION TAPE	29.65
			117486414001	028526	001-3000-442.36-00	COMPUTER MOUSE	34.78
			117486415001	028526	001-3000-442.36-00	STAPLER	15.68
			120228395001	028526	703-3700-480.36-00	SHIPPING TAPE	43.09
164105	4/12/2018	PARKHOUSE TIRE, INC.	2010558699	028549	702-3800-480.23-49	STOCK TIRES	7.00
					702-3800-480.38-52	STOCK TIRES	563.92
			2010558701	028549	702-3800-480.23-49	#903 TIRES	7.00
					702-3800-480.38-52	#903 TIRES	1,844.68
			2010559974	028549	702-3800-480.23-49	#029 TIRES	7.00
					702-3800-480.38-52	#029 TIRES	379.07
164106	4/12/2018	PARS	20180413		001-0000-204.25-00	PAYROLL SUMMARY	426.90
164107	4/12/2018	PARTS AUTHORITY METRO, LLC	062-210458	028583	702-3800-480.38-52	FINAL CHG 1 GA1	310.32
			091-016491	028583	702-3800-480.38-52	#012 12 VOLT PASS	-23.71
			091-016492	028583	702-3800-480.38-52	PLENUM GSKET-CREDIT	-37.09
			091-016632	028583	702-3800-480.38-52	CREDIT 12VOLT PASS	-23.71
			091-093233	028583	702-3800-480.38-52	STARTING FL 25% - SHOP SU	6.50
			091-093809	028583	702-3800-480.38-52	#011 12 VOLT PASS	87.80
			091-094637	028583	702-3800-480.38-52	#005 MAXLIFE D C ATF	41.31
			091-094640	028583	702-3800-480.38-52	#005 CABIN FILTER	7.18
			091-094726	028583	702-3800-480.38-52	#701 AIR FILTER	5.94
			091-094971	028583	702-3800-480.38-52	#601 CABIN FILTER	13.26
			091-095097	028583	702-3800-480.38-52	#839 OIL FILTER	24.70
			091-095870	028583	702-3800-480.38-52	FINAL CHG 1 GAL	136.20
			091-096186	028583	702-3800-480.38-52	#502 OIL FILTER	5.59
			091-096308	028583	702-3800-480.38-52	#635 AIR FILTER	8.73
164108	4/12/2018	PAYPRO ADMINISTRATORS	46244		001-1300-412.33-11	MARCH 2018 COBRA ADMIN	190.00
164109	4/12/2018	PRUDENTIAL OVERALL SUPPLY	21027573	028553	660-6300-471.25-02	WATER DEPT CREDIT	-19.45
			22585612	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	222.32
					610-5850-434.25-02	UNIFORM SERVICE	4.93
			22585635	028553	761-3110-480.25-02	FSR UNIFORMS	26.23
			22589263	028553	660-6300-471.25-02	UNIFORMS-WATER	40.00
			22589265	028553	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22589268	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	164.38
					610-5850-434.25-02	UNIFORM SERVICE	2.40
			22589310	028553	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22589311	028553	100-4900-431.25-02	STREET UNIFORMS	15.20
			22589317	028553	001-3600-461.25-02	PARKS UNIFORMS	15.90
			22589319	028553	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	5.68
164110	4/12/2018	QUALITY CONSERVATION, INC	430 W KING ST		001-0000-223.25-00	PERMIT 17-1295 REFUND UNABLE TO INSTALL	1.00
					001-2700-311.16-06	PERMIT 17-1295 REFUND UNABLE TO INSTALL	44.00

City of Banning
Warrant List Detail April 2018

164110	43202	QUALITY CONSERVATION, INC	430 W KING ST		001-2700-351.35-17	PERMIT 17-1295 REFUND UNABLE TO INSTALL	1.00
164111	4/12/2018	RACEWAY FORD INC	3682875	028773	702-3800-480.38-52	#507 INDICATOR ASY	22.50
			3683341	028773	702-3800-480.38-52	#830 LOCK CYLINDER	112.43
			3683342	028773	702-3800-480.38-52	#839 TPMS SENSOR	57.52
164112	4/12/2018	RECORD GAZETTE, THE	00153527	028525	001-2800-441.23-01	PHN CUP 17-8003	149.65
			00153533	028525	001-2800-441.23-01	PHN DR 18-7002	211.70
164113	4/12/2018	RELIABLE WORKPLACE SOLUTIONS	756044-0	028568	001-4500-412.36-00	COPY PAPER FOR MAILROOM	807.86
164114	4/12/2018	RIV. CO. SHERIFF'S DEPT.	BCTC0008006		001-2200-421.23-06	INTERNAL AFFAIRS INVSTGTN MAY 8-MAY 10	110.00
164115	4/12/2018	SAN GORGONIO PASS DESIGN AND PRINT	10262	028536	001-5400-446.41-60	30X3 DOUBLE SIDED BANNER	729.30
164116	4/12/2018	SANDOVAL, ANA	MEAL 3/22/18		001-4000-461.25-06	CENTRAL ELEMENTARY OPEN HOUSE/PRESENTATION	16.00
164117	4/12/2018	SENTRY ESCROW SERVICES, INC	162 N SAN G		001-0000-170.10-00	OPEN ESCROW ACQUISITION 162 N SAN GORGONIO AVE	20.00
164118	4/12/2018	SITEONE LANDSCAPE SUPPLY	84875509	028870	100-4900-431.36-00	PLIERS,TAPE, RAKES & HOES	272.67
164119	4/12/2018	SMART & FINAL	025061	028528	201-4060-446.36-65	SR CTR SNACK BAR	68.97
			028426	028528	001-4050-461.36-03	JANITORIAL SUPPLIES SR CT	35.61
164120	4/12/2018	SOUTHERN CALIFORNIA EDISON	2011958816FEB18		670-7000-473.26-04	HIGHLAND HOME RD / S / O FEB 1,2018 - MAR 1,2018	59.22
			2015215049MAR18		660-6300-471.26-04	WELL 11 7072 PLANT E-5 FEB 12,2018 - MAR 14,2018	81.71
164121	4/12/2018	SOUTHERN CALIFORNIA JOINT POLE	19778		670-7000-473.27-11	FEBRUARY 2018 MONTHLY DUE	731.73
164122	4/12/2018	SPS VAR, LLC	13871	028879	670-7000-473.89-48	CARD SWIPER	515.26
164123	4/12/2018	STAYBRIDGE SUITES SAN DIEGO	61861523		001-2200-421.23-06	ROBERT FISHER 5/06 - 5/11 POST MANAGEMENT COURSE	704.40
164124	4/12/2018	THORNTON, CHRIS	MEALS 4/17-4/20		680-8000-454.23-05	CWEA 2018 CONFERENCE SACRAMENTO, CA	132.00
164125	4/12/2018	TURBO DATA SYSTEMS INC	27612	028581	001-2200-421.23-45	FEB CITE PROCESSING	202.08
164126	4/12/2018	U.S. BANK	4946834		001-1900-412.33-11	CUSTODY ACCT ADMIN FEES 03/01/2018 - 02/28/2019	302.50
						INVESTMENTS TRADES 03/01/2018 - 02/28/2019	121.00
164127	4/12/2018	UNDERGROUND SERVICE ALERT	320180039		100-4900-431.30-13	33 NEW TICKETS	21.48
					660-6300-471.45-08	33 NEW TICKETS	21.48
					670-7000-473.45-02	33 NEW TICKETS	21.49
164128	4/12/2018	VALLEY POWER SYSTEMS, INC	R56997	028654	702-3800-480.30-05	#808 DPF CLEANING & SERVI	2,579.33
			R56998	028654	702-3800-480.30-05	#612 DPF CLEANING & SER.	1,659.69
164129	4/12/2018	VERIZON WIRELESS	9804180334		670-7000-473.26-05	TELEMETRY SERVICE FEB 24,2018 - MAR 23,2018	14.04
			9804281179		670-7000-473.26-05	TELEMETRY SERVICE FEB 27,2018 - MAR 26,2018	16.43
			9804289369		670-7000-473.26-05	TELEMETRY SERVICE FEB 27,2018 - MAR 26,2018	16.46
			9804305470		001-2740-442.26-05	CODE ENFORCEMENTS IPADS ACCT#570653806 2/27-3/26	76.02
			9804322273		670-7000-473.26-05	TELEMETRY SERVICE FEB 27,2018 - MAR 26,2018	375.74
			9804330442		670-7000-473.26-05	TELEMETRY SERVICE FEB 27,2018 - MAR 26,2018	41.77
164130	4/12/2018	WALTER STANLEY COS, LLC	092466	028640	001-3200-412.30-02	HVAC FILTERS	134.05
164131	4/12/2018	WESTRUX INTERNATIONAL INC	KI61582	028719	702-3800-480.38-52	#809 FUEL GAUG	97.41
			KI64472	028719	702-3800-480.38-52	#809 FUEL GAUG	107.53
164132	4/12/2018	WHENEVER COMMUNICATIONS, LLC	9408-111298	028831	703-3700-480.30-19	SATELLITE PHONES	278.82
164133	4/12/2018	YANG, CHE	INT SNACKS 3/30		001-1300-412.41-16	RITE AID-INTERVIEW SNACKS	3.72
			LUNC REIMB 3/26		001-1300-412.41-16	THE HAVEN-ORAL BOARD WORK RELEASE CREW LEADER	40.01
164134	4/12/2018	YANG, KAO	REFUND 387500		001-4000-331.25-02	AMPHITHEATER STAGE & PICNIC SHELTER-NO ELECTRC	55.00
164135	4/19/2018	A.C.VROMAN, INC	067252	028932	001-2400-422.42-67	"THE BIG ONE" DR JONES	944.33
164136	4/19/2018	ACCESS ASSET MANAGEMENT, INC	000095723		001-0000-218.22-22	UB CR REFUND-FINALS 000006064	81.73
164137	4/19/2018	AIRGAS USA, LLC	9952588665	028743	680-8000-454.36-08	CYLINDER RENTALS	138.90
164138	4/19/2018	AL'S KUBOTA TRACTOR	115939	028540	001-3600-461.30-06	PARK TOOLS	1,575.49
164139	4/19/2018	ALABBASI CONSTRUCTION	000094859		001-0000-218.22-22	UB CR REFUND-FINALS 000055568	253.47
164140	4/19/2018	ALL STAR ELITE SPORTS	1456	028934	001-4000-461.36-09	SOCCER SHIRTS	1,360.27
164141	4/19/2018	ALLIED BINGO SUPPLIES OF FLORIDA	1804-120712		001-0000-201.10-00	SALES TAX	-4.46
				028936	201-4060-446.36-65	SR CTR BINGO CARDS	83.92
164142	4/19/2018	ALVARADO, KRISTINE NICOLE	000094339		001-0000-218.22-22	UB CR REFUND-FINALS 000055280	33.18
164143	4/19/2018	ARIAS, JOE	MEAL 4/02/2018		670-7000-473.25-06	OUTAGE MOUNTAIN & EVERGRN 4:30 PM TO 10:30 PM	32.00
			MEAL 4/03/2018		670-7000-473.25-06	MOUNTAIN AVE & EVERGREEN 12:15 AM TO 11:00 AM	32.00
			MEAL 4/04/2018		670-7000-473.25-06	4496 HILLSIDE DR BAD CABL 4:30 PM TO 10:30 PM	32.00
164144	4/19/2018	AUER, WILLIAM	MEAL 4/26/18		001-2200-421.23-06	PSP TRAINING MEAL 4/26/18	12.00
164145	4/19/2018	BABCOCK LABORATORIES, INC	BC82270-0030	028636	660-6300-471.23-32	DIQUAT,ASBESTOS,DIOXIN	1,750.00
			BC82453-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			BC82455-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
			BC82457-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BC82511-0030	028636	660-6300-471.23-32	HERBICIDE,DIQUAT,ASBESTOS	2,782.00

City of Banning
Warrant List Detail April 2018

164145	43209	BABCOCK LABORATORIES, INC	BD80207-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG2	105.00
164146	4/19/2018	BAEZA, HECTOR	MEAL 4/01/2018		660-6300-471.25-06	5099 RIVIERA-REPLACE SRVC 1600 TO 2300	16.00
164147	4/19/2018	BATTERY SYSTEMS, INC	4377714	028781	702-3800-480.38-52	#222 BATTERIES	357.52
164148	4/19/2018	BEAUMONT DO IT BEST HOME CENTER	454284	028527	702-3800-480.38-52	PAINT & SHOP VAC FILTERS	83.18
			454427	028527	001-3200-412.30-01	ABRAS CUT & SCREWS	23.87
			454628	028527	100-4900-431.36-00	3 GAL BEVERAGE COOLER	47.40
			454668	028527	001-3600-461.36-00	PARK SUPPLIES	75.82
			454669	028527	001-3200-412.30-01	400W METAL HALIDE BULB	206.82
			454682	028527	610-5800-434.36-00	CCTR PADLOCK	14.54
			454808	028527	201-4060-446.36-65	SOIL FOR SR CTR	8.56
164149	4/19/2018	BEAUMONT SAFE & LOCK	70121	028570	610-5800-434.36-00	2 KEYS	3.23
164150	4/19/2018	BERNARD, KEVIN	MEAL 4/02/2018		670-7000-473.25-06	OUTAGE MOUNTAIN & HILLSDE 4:30 PM TO 9:30 PM	16.00
164151	4/19/2018	BIO-TOX LABORATORIES	35310	028937	001-2200-421.33-31	BLOOD ANALYSIS JAN	1,232.50
			35311	028937	001-2200-421.33-31	BLOOD ANALYSIS JAN	87.00
			35407	028937	001-2200-421.33-31	BLOOD ANALYSIS JAN	174.00
			35447	028937	001-2200-421.33-31	BLOOD ANALYSIS	516.50
			35448	028937	001-2200-421.33-31	BLOOD ANALYSIS FEB	519.50
			35540	028937	001-2200-421.33-31	BLOOD ANALYSIS	374.50
164152	4/19/2018	CALDERON, SANDRA B	MEAL 4/04/2018		001-2800-441.25-06	PLANNING COMMISSION MTG 5:30 PM TO 9:00 PM	16.00
164153	4/19/2018	CALIFORNIA RURAL WATER ASSOCIATION	P GERDES 2018		660-6300-471.23-03	PERRY GERDES MEMEBERSHIP APRIL 2018 - APRIL 2019	1,240.00
164154	4/19/2018	CALLAHAN, BRIAN	MEAL 4/26/18		001-2200-421.23-06	PSP TRAINING MEAL 4/26/18	12.00
164155	4/19/2018	CAMPA, ERIC	MEAL 4/23/18		001-2200-421.23-06	PSP TRAINING MEAL 4/23/18	12.00
164156	4/19/2018	CDW GOVERNMENT, INC	LXM7223	028524	670-7000-473.89-48	LAPTOP, DOCK, FEE	1,241.21
			MDR6517	028524	001-2800-441.89-48	MS SURFACE PRO, COVER	1,620.18
			MFG7800	028524	001-1200-412.89-48	PRINTERS	925.21
			MGD1988	028524	001-2200-421.36-00	DIGITAL CAMERAS	1,762.52
164157	4/19/2018	CHRIS TAYLOR'S PLUMBING	11266	028801	001-3600-461.30-06	PLUMBING DYSART PARK	673.15
			11438	028801	001-3200-412.30-02	TOILET VESSEL AT COM. CEN	255.00
164158	4/19/2018	CHUNG, JO ANNE	000080339		001-0000-218.22-22	UB CR REFUND-FINALS 000015976	79.41
164159	4/19/2018	CLA-VAL	741875	028914	661-6300-471.95-09	WATER VALVES	5,927.48
			741880	028914	661-6300-471.95-09	WATER VALVES	1,768.43
			742044	028914	661-6300-471.95-09	WATER VALVE FOR REPPLIER	2,519.20
164160	4/19/2018	CORELOGIC INFORMATION SOLUTIONS INC	81881146	028597	001-3000-442.30-17	ENGINEERING METROSCAN ACC	66.68
164161	4/19/2018	CORTEZ-JASSO, VICTOR	MEAL 4/04/2018		670-7000-473.25-06	4455 HILLSIDE DR 4:30 PM TO 10:30 PM	32.00
164162	4/19/2018	CUSTOM TROPHIES & U-NEEK AWARDS	018127	028877	670-7000-473.36-00	NAMEPLATE	14.00
164163	4/19/2018	DANIELS TIRE SERVICE	230110009	028548	702-3800-480.38-52	STOCK TIRES	881.09
			230110133	028548	702-3800-480.38-52	TRANSIT- LOOSE TIRE REPAI	26.08
164164	4/19/2018	DAVIS, JONATHEN	MEAL 3/27/18		001-2060-446.25-06	CITY COUNCIL MEETING	16.00
			MEAL 4/04/2018		001-2060-446.25-06	PLANNING COMMISSION MTG 6:00 PM TO 10:00 PM	16.00
164165	4/19/2018	DEUSENBERRY, DANIEL	MEAL 4/23/18		001-2200-421.23-06	PSP TRAINING MEAL 4/23/18	12.00
164166	4/19/2018	DIAMOND HILLS CHEVROLET BUICK GMC	633589	028774	702-3800-480.38-52	#502 BAR	483.24
164167	4/19/2018	DUAL DIAGNOSIS TREATMENT CNTR	000092373		001-0000-218.22-22	UB CR REFUND-FINALS 000008230	34.18
						UB CR REFUND-FINALS 000008232	24.33
164168	4/19/2018	ELIZONDO, MARIO	MEAL 4/04/2018		670-7000-473.25-06	4955 HILLSIDE DR- REPLACE BAD SECONDARIES	32.00
164169	4/19/2018	ELLIS, CODY W	000093995		001-0000-218.22-22	UB CR REFUND-FINALS 000004352	67.90
164170	4/19/2018	ENVIRONMENTAL CONSTRUCTION, INC	2016-04-08	028623	855-9500-490.90-30	ROOSEVELT WILLIAMS PARK	177,657.12
					855-0000-232.00-00	ROOSEVELT WILLIAMS PARK RETAINAGE	-8,882.85
164171	4/19/2018	FAST LUBE & TUNE	43384	028957	702-3800-480.30-05	VEHICLE #803 REPAIRS	888.38
164172	4/19/2018	FASTENAL	CABAN8039	028747	100-4900-431.36-00	2XL/ 3XL LIME ZIP VEST	55.05
164173	4/19/2018	FEDEX	6-128-53507	028538	670-7000-473.23-04	POSTAGE	7.79
164174	4/19/2018	FELIX, ALBERTO	MEAL 4/23/18		001-2200-421.23-06	PSP TRAINING MEAL 4/23/18	12.00
164175	4/19/2018	FLUID COMPONENTS INTERNATIONAL LLC	1116002	028769	680-8000-454.30-04	REPAIR MASS FLOW METER	2,235.16
164176	4/19/2018	GAS COMPANY, THE	19499362408MR18		001-3600-461.26-06	176 E LINCOLN ST FEB 22,2018 - MAR 23,2018	73.37
					100-4900-431.26-06	176 E LINCOLN ST FEB 22,2018 - MAR 23,2018	73.37
					660-6300-471.26-06	176 E LINCOLN ST FEB 22,2018 - MAR 23,2018	146.73
					670-7000-473.26-06	176 E LINCOLN ST FEB 22,2018 - MAR 23,2018	146.73
					702-3800-480.26-06	176 E LINCOLN ST FEB 22,2018 - MAR 23,2018	146.73
164177	4/19/2018	GRAINGER	9726337844	028641	670-7000-473.45-16	CONSTRUCTION CALCULATOR	74.35
			9740114583	028641	001-3200-412.30-02	3 PLUG-IN RELAYS	254.91
			9742143457	028641	670-7000-473.45-16	DRIVERS, PLIERS, TOOL	533.64

City of Banning
Warrant List Detail April 2018

164177	43209	GRAINGER	9742143465	028641	670-7000-473.45-16	PLIERS, SOCKET SET, DRIVE	1,104.47
			9742315113	028641	670-7000-473.45-16	HAND RATCHET	161.03
164178	4/19/2018	GRAY, DUSTIN	MEAL 4/02/2018		670-7000-473.25-06	OUTAGE MOUNTAIN & HILLSDE 4:30 PM TO 9:30 PM	16.00
164179	4/19/2018	GREAR, BEVERLEY A	000094405		001-0000-218.22-22	UB CR REFUND-FINALS 000020114	57.17
164180	4/19/2018	HAHN, MICHAEL	MEAL 4/01/2018		660-6300-471.25-06	5099 RIVIERA-REPLACE SRVC 4:00 PM TO 11:00 PM	16.00
164181	4/19/2018	HAJHAMID, AKRAM	000062097		001-0000-218.22-22	UB CR REFUND-FINALS 000051350	67.23
164182	4/19/2018	HARPER, KRIS	MEAL 4/02/2018		670-7000-473.25-06	HILLSIDE & MOCKINGBIRD OUTAGE 4:30 PM -10:30 PM	32.00
			MEAL 4/03/2018		670-7000-473.25-06	PUMP STATION OUTAGE 12:30 AM TO 4:30 PM	48.00
			MEAL 4/04/2018		670-7000-473.25-06	4955 HILLSIDE DR- REPLACE BAD SECONDARY CONDUCTORS	32.00
164183	4/19/2018	HATTON, CARRIE J	000023093		001-0000-218.22-22	UB CR REFUND-FINALS 000015376	78.56
164184	4/19/2018	HAWLEY, CAMERON	MEAL 4/02/2018		670-7000-473.25-06	MOUNTAIN AVE 4:30 PM TO 10:30 PM	32.00
			MEAL 4/04/2018		670-7000-473.25-06	4955 HILLSIDE DR- OUTAGE 4:30 PM TO 10:30 PM	32.00
164185	4/19/2018	HENRY, SARAH	000087385		001-0000-218.22-22	UB CR REFUND-FINALS 000039672	136.01
164186	4/19/2018	HERC RENTALS INC.	29866439-002	028734	660-6300-471.32-05	DUMP TRUCK RENTAL	5,161.22
164187	4/19/2018	HOME DEPOT #8987	3012589	028552	660-6300-471.45-16	SCREWS, SHOVELS, BAIT	88.13
					670-7000-473.45-16	SCREWS, SHOVELS, BAIT	39.06
164188	4/19/2018	INNOVATIVE FEDERAL STRATEGIES	032018	028729	001-1000-411.33-11	FED. LOBBYING SERVICES	3,500.00
164189	4/19/2018	JAN SCARLET MANAGMENT, LLC	000072003		001-0000-218.22-22	UB CR REFUND-FINALS 000016828	44.11
164190	4/19/2018	JAUREGUI, ROBERTO	MEAL 5/01/18		001-2200-421.23-06	PSP TRAINING MEAL 5/01/18	12.00
164191	4/19/2018	JENKINS & HOGIN, LLP	25147		700-5300-480.33-04	MARCH 2018 LEGAL SERVICES	53.75
			25148		700-5300-480.33-04	MARCH 2018 LEGAL SERVICES	53.75
164192	4/19/2018	JIMENEZ, LINDA	MEAL 5/01/18		001-2200-421.23-06	PSP TRAINING MEAL 5/01/18	12.00
164193	4/19/2018	L.J & L PARTY SUPPLY	3-28-18	028942	001-4000-461.32-05	JUMPERS	100.00
164194	4/19/2018	LITHOPASS PRINTING, FORMS,	47585		670-7000-473.23-02	BUSINESS CARDS PO 28535	43.10
			47822	028535	001-4000-461.23-01	WE RUN FLYERS & POSTER	172.40
164195	4/19/2018	LOS ANGELES TRUCK CENTERS DBA	RA240009896:01	028635	702-3800-480.38-52	#601 CHECK ENGINE LIGHT	146.30
164196	4/19/2018	M BREY ELECTRIC, INC	3897	028692	001-2200-421.30-02	REPLACE WIRING	2,565.66
164197	4/19/2018	MADRIGAL CHAVES, SERGIO	MEAL 4/01/2018		660-6300-471.25-06	5099 RIVIERA-REPLACE SRVC 3:30 PM TO 11:00 PM	16.00
			MEAL 4/02/2018		660-6300-471.25-06	LIGHT TRAILER BOOSTER STN ASSIST ELECTRIC DEPT	32.00
			MEAL 4/03/2018		660-6300-471.25-06	4038 MOCKINGBIRD-PRESSURE 4:45 PM TO 6:45 PM	16.00
			MEAL 4/04/2018		660-6300-471.25-06	ELECTRIC DEPT USED AIR COMPRESSOR FROM WA DEPT	16.00
164198	4/19/2018	MCCLUNE, DEVIN	MEAL 4/02/2018		670-7000-473.25-06	MOUNTAIN AVE OUTAGE 4:30 PM TO 10:30 PM	32.00
164199	4/19/2018	MERLIN JOHNSON CONSTRUCTION, INC	060857	028910	660-6300-471.45-06	WELDING SERVICES	864.00
164200	4/19/2018	MICHAEL BAKER INTERNATIONAL, INC	1010032	028880	663-6300-471.95-10	CONTRACT ADMIN. SERVICES	31,866.58
164201	4/19/2018	NAPA AUTO PARTS	048298	028883	702-3800-480.38-52	#632 AIR FILTER	10.15
164202	4/19/2018	NATIONAL RECREATION & PARK ASSOC	125991-2018	028941	001-4000-461.23-03	MEMBERSHIP DUES	170.00
164203	4/19/2018	NOLAN, MIKE	MEAL 4/26/18		001-2200-421.23-06	PSP TRAINING MEAL 4/26/18	12.00
164204	4/19/2018	NOTTINGHAM, MICHAEL	MEAL 4/26/18		001-2200-421.23-06	PSP TRAINING MEAL 4/26/18	12.00
164205	4/19/2018	O'REILLY AUTO PARTS	2678-111219		702-3800-480.38-52	WHL SEAL CREDIT ORGNL INV 2678-111195	-50.66
			2678-111324	028887	702-3800-480.38-52	AIR BRK FTG	22.07
			2678-112268	028887	702-3800-480.38-52	MARKER LIGHT	12.90
			2678-113652	028887	702-3800-480.38-52	#502 & #504 OIL FILTER	11.40
			2678-113838	028887	702-3800-480.38-52	#340 AIR BRK FTG	29.95
			2678-113839	028887	702-3800-480.38-52	#635 TRAILER JACK	49.55
164206	4/19/2018	OFFICE DEPOT	116101330001	028526	001-1200-412.36-00	CHAIR MAT	86.19
			120076317001	028526	001-1200-412.36-00	OFFICE SUPPLIES	16.36
					001-2800-441.36-00	COMPUTERS,DP & WORD PROC.	18.31
						OFFICE SUPPLIES	26.90
					001-3000-442.36-00	COMPUTERS,DP & WORD PROC.	44.92
			120228266001	028526	001-1200-412.36-00	TONER/TAPE	287.76
			120263583001	028526	001-1910-412.36-00	OFFICE SUPPLIES FOR PURCH	114.34
			120264322001	028526	001-1900-412.36-00	OFFICE SUPPLIES ASD	66.90
			120264323001	028526	001-1910-412.36-00	OFFICE SUPPLIES ASD	37.77
			120513646001	028526	001-1900-412.36-00	OFFICE SUPPLIES FOR ASD	4.14
			121123097001	028526	001-1900-412.36-00	OFFICE SUPPLY CREDIT	-4.14
			121217555001	028526	201-4060-461.36-00	OFFICE SUPPLIES	130.66
			121217556001	028526	201-4060-461.36-00	DESK ORGANIZER	10.67
			121217557001	028526	201-4060-461.36-00	SHREDDER	90.13
			122899570001	028526	001-4000-461.89-46	OFFICE FURNITURE	136.53

City of Banning
Warrant List Detail April 2018

164206	43209	OFFICE DEPOT	122899570001	028526	610-5800-434.89-46	OFFICE FURNITURE	136.53
164207	4/19/2018	PARKHOUSE TIRE, INC.	2010561050	028549	702-3800-480.23-49	#809 & INV TIRES	10.50
					702-3800-480.38-52	#809 & INV TIRES	2,321.13
			2010561104	028549	702-3800-480.23-49	INV- TIRES	7.00
					702-3800-480.38-52	INV- TIRES	394.49
			2030164596	028549	702-3800-480.23-49	#908 & INV TIRES & RUBBER	10.50
					702-3800-480.38-52	#908 & INV TIRES & RUBBER	885.34
164208	4/19/2018	PARTS AUTHORITY METRO, LLC	062-239473	028583	702-3800-480.38-52	CRC- INVENTORY	14.48
			062-240669	028583	702-3800-480.38-52	AIR FILTER - INVENTORY	31.20
			064-742479	028583	702-3800-480.38-52	OIL FILTER - INVENTORY	11.18
			091-096791	028583	702-3800-480.38-52	#605 FLAT WHITE	11.87
			091-097089	028583	702-3800-480.38-52	#632 FUEL FILTERS	5.19
			091-097142	028583	702-3800-480.38-52	#809 CRC	7.24
			091-097206	028583	702-3800-480.38-52	#801 OIL DRAIN PLUG	3.02
			091-097222	028583	702-3800-480.38-52	#807 FILTERS & WEAR PAD	79.63
164209	4/19/2018	PICABEA, JUAN	MEAL 4/02/2018		670-7000-473.25-06	POWER OUTAGE 4:30 PM TO 9:30 PM	16.00
164210	4/19/2018	PLANETBIDS, INC	0401788	028920	001-1910-412.23-33	PLANETBIDS LICENSES	27,433.92
164211	4/19/2018	PREMIER WORLD CLASS PROPERTIES	000096613		001-0000-218.22-22	UB CR REFUND-FINALS 000003128	195.13
164212	4/19/2018	PRESS-ENTERPRISE, THE	0011095881	028572	660-6300-471.23-01	IRWM ADVERTISING	268.80
164213	4/19/2018	PRUDENTIAL OVERALL SUPPLY	21027637	028553	610-5800-434.25-02	TRANSIT CREDIT	-121.00
			22578615	028553	670-7000-473.25-02	EL UNIFORMS	139.29
			22582181	028553	670-7000-473.25-02	EL UNIFORMS	139.29
			22592800	028553	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22592801	028553	100-4900-431.25-02	STREET UNIFORMS	12.15
			22592802	028553	001-3600-461.25-02	PARKS UNIFORMS	15.90
			22592803	028553	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	5.68
164214	4/19/2018	PULIDO, MARIO	000075639		001-0000-218.22-22	UB CR REFUND-FINALS 000006362	79.76
164215	4/19/2018	PYRO SPECTACULARS, INC	55321	028929	001-5400-446.41-58	4TH OF JULY EVENT	12,500.00
164216	4/19/2018	RACEWAY FORD INC	3683965	028773	702-3800-480.38-52	#908 KIT- JET	14.90
			3683970	028773	702-3800-480.38-52	#439 HANDLE	29.73
164217	4/19/2018	RIV. CO. CLERK RECORDER	APN 532-120-004		001-2740-442.23-07	REAL ESTATE FRAUD TRUST VACANT LOT	10.00
						RELEASE PEND/LIEN BY GOV VACANT LOT	12.00
164218	4/19/2018	RIV. CO. CLERK RECORDER	APN 538-040-002		001-2740-442.23-07	REAL ESTATE FRAUD TRUST 765 N SUNRISE AVE	60.00
						RELEASE PEND/LIEN BY GOV 765 N SUNRISE AVE	72.00
164219	4/19/2018	RON'S BEE SERVICE	960	028594	100-4900-431.23-24	BEE REMOVAL RAMSEY ST.	100.00
164220	4/19/2018	ROW TRAFFIC SAFETY, INC	15879	028545	100-4900-431.89-54	R9-9 SIDEWALK CLOSED	116.37
164221	4/19/2018	RYAN, JUSTIN T	000042651		001-0000-218.22-22	UB CR REFUND-FINALS 000006890	192.94
164222	4/19/2018	SAN GORGONIO PASS DESIGN AND PRINT	10371	028536	001-2200-421.23-02	BUSINESS CARDS KELLY	36.64
164223	4/19/2018	SAYESKI, CHRISTOPHER	MEAL 5/01/18		001-2200-421.23-06	PSP TRAINING MEAL 5/01/18	12.00
164224	4/19/2018	SEPULVADA &, VICTOR	000076803		001-0000-218.22-22	UB CR REFUND-FINALS 000006428	81.97
164225	4/19/2018	SIN, KEVIN	EYEWEAR 3/2018		001-3000-442.25-10	2018 VISION REIMBURSEMENT PER TEAMSTERS MOU	72.00
					100-4900-431.25-10	2018 VISION REIMBURSEMENT PER TEAMSTERS MOU	60.00
					660-6300-471.25-10	2018 VISION REIMBURSEMENT PER TEAMSTERS MOU	69.00
					680-8000-454.25-10	2018 VISION REIMBURSEMENT PER TEAMSTERS MOU	69.00
					690-9600-453.25-10	2018 VISION REIMBURSEMENT PER TEAMSTERS MOU	30.00
164226	4/19/2018	SMART & FINAL	015386	028528	001-4500-412.36-00	COFFEE SUPPLIES	222.73
164227	4/19/2018	SMITH, BRANDON	MEAL 5/01/18		001-2200-421.23-06	PSP TRAINING MEAL 5/01/18	12.00
164228	4/19/2018	SONCRANT &, FRED A	000091821		001-0000-218.22-22	UB CR REFUND-FINALS 000018962	173.48
164229	4/19/2018	SORIANO, RICHARD	MEAL 4/02/2018		670-7000-473.25-06	MOUNTAIN AVE OUTAGE 4:30 PM TO 10:30 PM	32.00
164230	4/19/2018	SOUTHERN CALIFORNIA GAS CO	09242310481AP18		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL 03/01/2018 - 04/01/2018	4,752.36
164231	4/19/2018	STUART, DAMON	MEAL 4/03/2018		670-7000-473.25-06	HILLSIDE & MOCKING BIRD OUTAGE 12:00AM-4:30 PM	64.00
			MEAL 4/04/2018		670-7000-473.25-06	4455 HILLSIDE DR OUTAGE 4:30 PM TO 10:30 PM	32.00
164232	4/19/2018	TETRA TECH INC.	51298738	028737	660-6300-471.45-06	GROUNDWATER AUDIT	1,047.50
			51298971	028737	660-6300-471.45-06	GROUNDWATER AUDIT	3,106.00
164233	4/19/2018	THESIER, DEREK	MEAL 4/26/18		001-2200-421.23-06	PSP TRAINING MEAL 4/26/18	12.00
164234	4/19/2018	UNITED TRANSMISSION EXCHANGE	0124945		001-0000-201.10-00	SALES TAX	-2.66
				028945	702-3800-480.30-05	REPAIRS BUS 224	1,602.35
164235	4/19/2018	WALKER, BRIAN	MEAL 4/26/18		001-2200-421.23-06	PSP TRAINING MEAL 4/26/18	12.00
164236	4/19/2018	WELDOR'S SUPPLY AND STEEL	56823	028868	660-6300-471.36-08	HARD HAT ADAPTER	42.26

City of Banning
Warrant List Detail April 2018

164237	4/19/2018	WEST COAST SAND & GRAVEL, INC.	3528	028882	660-6300-471.45-17	RECYCLED CLASS 2 BASE	412.33
164238	4/19/2018	WHITNEY, DIANA B	000071643		001-0000-218.22-22	UB CR REFUND-FINALS 000001876	153.92
164239	4/19/2018	YEDWALSKY, HARVEY	OCT 17 - MAR 18		670-7000-356.38-01	MEDICAL LIFELINE REBATE OCT 2017 - MAR 2018	126.75
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE OCT 2017 -MAR 2018	4.13
164240	4/19/2018	4IMPRINT	6183331	028918	675-7020-473.41-46	HIGHWAY COMPANION	670.08
164241	4/26/2018	AALRR - BROOKS MYERS EVENTS	2018LABORCONF		001-1300-412.23-05	2018 LABOR RELATIONS CONF ROBERT METEAU	69.00
164242	4/26/2018	ACEC CALIFORNIA	200001605		001-2800-441.23-03	2018 SUBDIVISION MAP ACT SHIPPING & HANDLING FEE	2.00
164243	4/26/2018	ADVANCE WORKPLACE STRATEGIES INC	376076	028620	001-1300-412.33-32	RANDOM TESTING FEES	57.00
164244	4/26/2018	AIR & HOSE SOURCE INC	313756		001-0000-201.10-00	SALES TAX	-2.48
				028744	702-3800-480.38-52	#653 HOSES	381.74
164245	4/26/2018	AIRGAS USA, LLC	9952588664	028743	670-7000-473.45-05	NITROGEN	164.35
164246	4/26/2018	ALBERT A. WEBB ASSOCIATES	181250	028390	001-3000-442.33-53	TRAFFIC SURVEY	202.50
164247	4/26/2018	AMERICAN FORENSIC NURSES	70139		001-2200-421.33-31	NURSE STAND BY FEES JANUARY 2018	800.00
			70251		001-2200-421.33-31	NURSE STAND BY FEES FEBRUARY 2018	800.00
			70370		001-2200-421.33-31	NURSE STAND BY FEES MARCH 2018	800.00
			70371		001-2200-421.33-31	BANNING PD-BLOOD ANALYSIS	360.00
			70414		001-2200-421.33-31	CHP - BLOOD DRAWS	120.00
			70423		001-2200-421.33-31	BANNING PD-BLOOD ANALYSIS	240.00
			70465		001-2200-421.33-31	CHP - BLOOD DRAWS	180.00
			70481		001-2200-421.33-31	NURSE STAND BY FEES APRIL 2018	800.00
			70482		001-2200-421.33-31	BANNING PD-BLOOD ANALYSIS	360.00
			70527		001-2200-421.33-31	CHP - BLOOD DRAWS	60.00
			70535		001-2200-421.33-31	BANNING PD-BLOOD ANALYSIS	180.00
			70573		001-2200-421.33-31	CHP - BLOOD DRAWS	60.00
			70590		001-2200-421.33-31	NURSE STAND BY FEE MAY 2018	800.00
			70637		001-2200-421.33-31	CHP BLOOD DRAWS	60.00
			70646		001-2200-421.33-31	BANNING PD BLOOD ANALYSIS	120.00
			70686		001-2200-421.33-31	CHP BLOOD DRAWS	120.00
164248	4/26/2018	ANIXTER, INC	3828294-00		670-0000-131.00-00	PIPE CLAMP CREDIT PO NUM 028757	-149.77
			3834969-00		670-0000-131.00-00	WIRE PO NUM 028757	634.65
164249	4/26/2018	AT&T CALNET 2	000011135756		001-2200-421.26-05	BAN # 9391060200 MAR 1,2018 - MAR 31,2018	393.93
			000011136605		001-2200-421.26-05	BAN # 9391063769 MAR 1,2018 - MAR 31,2018	665.87
			000011136863		370-2200-421.26-05	BAN # 9391064350 MAR 1,2018 - MAR 31,2018	207.27
164250	4/26/2018	BABCOCK LABORATORIES, INC	BD80390-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	105.00
			BD80399-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			BD80462-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BD80502-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BD80691-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BD80697-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
164251	4/26/2018	BANNING/BEAUMONT STUDENT OF THE	ANDRADE 422018		001-1000-411.23-05	DANIELA ANDRADE - DINNER 2017-2018 STUDENT OF YEAR	30.00
			FRANKLIN 422018		001-1000-411.23-05	DEBBIE FRANKLIN - DINNER 2017-2018 STUDENT OF YEAR	30.00
164252	4/26/2018	BEAUMONT DO IT BEST HOME CENTER	454592	028527	702-3800-480.30-02	BATTERIES, GRABBER, TAPE	51.24
			454645	028527	702-3800-480.38-52	THREAD COMP & STRT ELBOW	6.23
			454750	028527	001-3200-412.30-02	SCREWS - MIDWAY SUBSTATIO	8.99
			454787	028527	001-3200-412.30-02	24" FLUOR TUBE -PD DEP	100.10
			454947	028527	001-3600-461.36-00	PKS BATHROOM	21.10
			455132	028527	001-3600-461.36-00	PK SUPPLIES	23.19
			455188	028527	001-3600-461.36-00	PARK SUPPLIES	10.76
			455286	028527	001-3600-461.36-00	PARKS SUPPLIES	7.39
164253	4/26/2018	BEAUMONT SAFE & LOCK	70075	028570	001-3200-412.30-02	6 DUPLICATE KEYS	9.70
			70112	028570	761-3110-480.36-00	TRANSPONDER #502	91.59
164254	4/26/2018	BENDER, BEVERLY	OCT 17 - MAR 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017 -MAR 2018	86.25
164255	4/26/2018	BLOOMHUFF, NINA	MAR 17 - AUG 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAR 2017- AUG 2017	190.79
			SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017- FEB 2018	156.85
164256	4/26/2018	BT SUPPLIES WEST	B11978	028800	001-3200-412.36-03	JANITORIAL SUPPLIES	182.58
164257	4/26/2018	CA. ST. BOARD OF EQUAL. - FUEL	2018 - QTR 1		702-3800-480.41-04	UNDERGROUND STORAGE TANK FEE JAN - MAR 2018	489.98

City of Banning
Warrant List Detail April 2018

164258	4/26/2018	CALIFORNIA, STATE OF	294970		001-2200-421.33-94	MARCH 2018 LIVE SCANS CUSTOMER # 142831	1,526.00
			298211	028550	001-2200-421.33-31	BLOOD ANALYSIS	35.00
			298262	028550	001-2200-421.33-31	BLOOD ANALYSIS	70.00
164259	4/26/2018	CANON FINANCIAL SERVICES, INC	18507340	028697	001-4000-461.32-06	COPIER LEASE	83.60
					001-4500-412.32-06	COPIER LEASE	478.96
					148-2215-421.32-06	COPIER LEASE	102.75
					610-5800-434.32-06	COPIER LEASE	83.61
					660-6300-471.32-06	COPIER LEASE	150.95
					670-7000-473.32-06	COPIER LEASE	179.98
					761-3100-480.32-06	COPIER LEASE	104.50
164260	4/26/2018	CAROLLO ENGINEERS	0166153	028259	661-6300-471.90-78	INTEGRATED MASTER PLAN	1,993.54
					662-6300-471.90-10	INTEGRATED MASTER PLAN	1,599.87
					681-8000-454.90-78	INTEGRATED MASTER PLAN	1,769.89
164261	4/26/2018	CDW GOVERNMENT, INC	MKJ3115	028524	670-7000-473.89-49	MERAKI WIRELESS CLOUD	2,255.81
164262	4/26/2018	COLLINS, ELIZABETH	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017 -FEB 2018	62.22
164263	4/26/2018	CORELOGIC INFORMATION SOLUTIONS INC	81881797	028597	001-2700-442.23-33	MARCH 2018 METROSCAN	100.00
					001-2740-442.23-33	MARCH 2018 METROSCAN	50.00
164264	4/26/2018	COST RECOVERY SYSTEMS, INC	1-2018	028836	001-1900-412.33-11	FY 2016-17 CLAIMS	4,500.00
164265	4/26/2018	COUNSELING TEAM INTERNATIONAL, THE	43538		001-1300-412.33-32	PD APPLICANT PSYCHOLOGCAL ASSESSMENT	275.00
164266	4/26/2018	CUSTOM TROPHIES & U-NEEK AWARDS	018225	028877	670-7000-473.36-00	NAMEPLATES, SIGNS	40.95
164267	4/26/2018	DANIELS TIRE SERVICE	230110371	028548	702-3800-480.23-49	BUS TIRES	12.00
					702-3800-480.38-52	BUS TIRES	506.55
164268	4/26/2018	DIRECTV	33951552603		001-2200-421.26-09	PD MOBILE COMMAND SATLLTE APR 9,2018 - MAY 8,2018	23.25
164269	4/26/2018	FEDEX	6-150-34276	028538	670-7000-473.23-04	POSTAGE	66.89
164270	4/26/2018	FISHER, ROBERT	MEALS 5/06-5/11		001-2200-421.23-06	POST MANAGEMENT COURSE 5 BRKFST 5 DINNERS	160.00
164271	4/26/2018	FLEET SERVICES INC	05P7984	028871	702-3800-480.38-52	#812 DIAPHRAGM	12.19
			05P8964	028871	702-3800-480.38-52	#222 AIR COMPRESSOR	1,209.09
			5272770042	028871	702-3800-480.38-52	CHECK VALVE KIT CREDIT	-46.28
164272	4/26/2018	FLOYD SR, ERNEST	MEAL 4/05/18		660-6300-471.25-06	SCADA ALARM RESPONSE	16.00
164273	4/26/2018	FOX OCCUPATIONAL MEDICAL CENTER	55361-92594		610-5800-434.33-32	DOT EXAMS - TRANSIT C GRIGGS & C ESPINOZA	80.00
164274	4/26/2018	FRONTIER COMMUNICATIONS	2091885918APR18		001-2200-421.26-05	209-188-5918 MAR 28,2018 - APR 27,2018	45.95
					001-2400-422.26-05	209-188-5918 MAR 28,2018 - APR 27,2018	85.81
					001-4500-412.26-05	209-188-5918 MAR 28,2018 - APR 27,2018	1,044.56
					660-6300-471.26-05	209-188-5918 MAR 28,2018 - APR 27,2018	492.01
					670-7000-473.26-05	209-188-5918 MAR 28,2018 - APR 27,2018	221.69
					702-3800-480.26-05	209-188-5918 MAR 28,2018 - APR 27,2018	56.58
			2130197968ARP18		001-2200-421.26-05	213-019-7968 APR 7,2018 - MAY 6,2018	319.00
			9517695052APR18		001-4500-412.26-05	951-769-5052 APR 4, 2018 - MAY 3, 2018	61.19
			9518491575APR18		001-2200-421.26-05	951-849-1575 APR 13,2018 - MAY 12,2018	117.66
			9518494533APR18		001-2200-421.26-05	951-849-4533 APR 4,2018 - MAY 3,2018	56.41
			9518496777APR18		001-2200-421.26-05	951-849-6777 APR 1,2018 - APR 30,2018	102.74
			9518497124APR18		001-4500-412.26-05	951-849-7124 APR 10,2018 - MAY 9,2018	111.24
			9518497296APR18		001-4500-412.26-05	951-849-7296 APR 16,2018 - MAY 15,2018	108.55
			9518499205APR18		001-4500-412.26-05	951-849-9205 APR 13,2018 - MAY 12,2018	108.55
			9519220262APR18		001-4500-412.26-05	951-922-0262 APR 4,2018 - MAY 3,2018	111.24
164275	4/26/2018	GAS COMPANY, THE	12662493001AP18		001-2400-422.26-06	3900 W WILSON ST MAR 9,2018 - APR 9,2018	53.13
164276	4/26/2018	GRAINGER	9720131565	028641	660-6300-471.30-02	SWEATBAND, CANS, WIPES	227.58
					670-7000-473.45-16	SWEATBAND, CANS, WIPES	66.01
			9720384495	028641	670-7000-473.45-16	HALIDE LAMPS, PLUGS	114.81
					680-8000-454.30-02	HALIDE LAMPS, PLUGS	90.51
164277	4/26/2018	HAWK, MARGARET	JUL 17 - DEC 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2017 -DEC 2017	155.13
164278	4/26/2018	HOME DEPOT #8987	4164250	028552	670-7000-473.36-00	RYOBI STICK CREDIT	-214.41
			WD11783759	028552	670-7000-473.45-16	VACUUM	322.17
164279	4/26/2018	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20180427		001-0000-204.80-10	PAYROLL SUMMARY	2,055.91
164280	4/26/2018	ICMA RETIREMENT TRUST 457	20180427		001-0000-204.16-00	PAYROLL SUMMARY	14,467.62
164281	4/26/2018	INLAND WATER WORKS SUPPLY CO.	S1009793.001		660-0000-131.00-00	BOLT&NUT, RING GASKET PO NUM 028785	450.93
164282	4/26/2018	INTERNATIONAL CONFERENCE OF POLICE	51447		001-2200-421.23-03	CHAPLAIN MERLE E MALLARD 2018 ANNUAL MEMBERSHIP	125.00
164283	4/26/2018	KAISER FOUNDATION HEALTH	MAY 2018		001-0000-204.31-00	KAISER PREMIUMS -MAY 2018 GROUP 101565-0002	33,337.36

City of Banning
Warrant List Detail April 2018

164283	43216	KAISER FOUNDATION HEALTH	MAY 2018		001-0000-204.31-00	KAISER PREMIUMS -MAY 2018 GROUP 101565-0006	8,898.01
164284	4/26/2018	KELLY, PATRICK	MEALS 5/08-5/10		001-2200-421.23-06	INTERNAL AFFAIRS INV TRNG MAY 8-10,2018 BEN CLARK	36.00
164285	4/26/2018	KEMIRA WATER SOLUTIONS INC	9017585958		001-0000-201.10-00	SALES TAX	-186.53
				028763	680-8000-454.36-08	FERRIC SULFATE SOLUTION	2,593.43
164286	4/26/2018	LANCE, SOLL & LUNGHARD, LLP	05142018		001-1900-412.23-06	2018 LSL GOV ACCT & AUDIT UPDATE - C DATUIN	95.00
164287	4/26/2018	LIEBERT CASSIDY WHITMORE	1457991		700-5040-480.33-11	MARCH 2018 PROFESSIONAL HARASSMENT TRAINING	2,150.00
164288	4/26/2018	LITHOPASS PRINTING, FORMS,	46355	028535	761-3100-480.23-02	CUST SERVC BUSINESS CARDS	43.10
			47929	028535	001-1900-412.23-02	V MARTIN BUSINESS CARDS	43.10
164289	4/26/2018	LOPEZ, LEILA	EYEWEAR 4/2018		761-3100-480.25-10	2018 VISION REIMBURSEMENT	130.00
164290	4/26/2018	LSA ASSOCIATES, INC	159122	028750	001-3000-442.33-11	PROJECT 0COB1701.0000	350.00
164291	4/26/2018	LYNN MERRILL AND ASSOCIATES, INC	18-8	028598	660-6300-471.33-11	PRE-TREAT/TECH SUPPORT	1,793.01
					680-8000-454.33-11	PRE-TREAT/TECH SUPPORT	3,485.26
			18-9	027709	680-8000-454.33-11	PRE-TREAT/TECH SUPPORT	1,972.51
164292	4/26/2018	MACIAS, RUBEN	BULKY ITEM 4/18		690-9600-453.41-46	REIMBURSEMENT - DONUTS BULKY ITEM 4/14/2018	23.71
164293	4/26/2018	MCDOWELL, CYNTHIA	OCT 17 - MAR 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017 -MAR 2018	106.66
164294	4/26/2018	MCLAUGHLIN, CARNELLE	SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017- FEB 2018	162.22
164295	4/26/2018	METEAU, ROBERT	REIMB 1/23/18		001-1300-412.23-06	IMPROVING EMPLOYEE PERF WORKSHOP REIMBURSMNT 1/23	155.00
			REIMB 3/29/18		001-1300-412.23-06	2018 EMPLOYMENT LAW CONF 3/29/18 REIMBURSMENT	199.00
			REIMB 4/12/18		001-1300-412.23-06	CONDUCTING EFF INVSTGTN WORKSHOP REIMBURSEMNT	79.00
			REIMB 4/18/18		001-1300-412.23-06	PIHRA WORKSHOP REIMBURSMT 04/18/18 COACHELLA VALLEY	25.00
			SCPMAHR		001-1300-412.23-03	SCPMAHR ANNUAL MEMBERSHIP REIMBURSEMENT	50.00
164296	4/26/2018	MILLER, JONI	200014442		001-1300-412.23-06	PROFESSIONALS IN HR COACHELLA VALLEY MTG 4/18	40.00
			MILEAGE 4/2018		001-1300-412.25-05	MILEAGE REIMBURMSENT PIHRA COACHELLA VALLEY	43.74
164297	4/26/2018	MMJ SOLUTIONS, INC	18-10	028925	001-1300-412.33-11	PROF SVCS	3,214.88
164298	4/26/2018	MORENO, ANGELA	MAY 17 - OCT 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017- OCT 2017	63.48
164299	4/26/2018	MUNDAY, SUSAN	46439-50658'18		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,500.00
164300	4/26/2018	MYERS POWER PRODUCTS, INC	W-85760	028185	674-7000-473.96-33	SWITCHGEAR	43,926.88
164301	4/26/2018	NATIONWIDE RETIREMENT SOLUTIONS	20180427		001-0000-204.16-00	PAYROLL SUMMARY	4,976.82
164302	4/26/2018	NEWMAN, ED & DIANA	50533-50088'18		670-7010-473.27-60	PV(SOLAR) EXCESS ELECTRIC OUTPUT 2490kWH-FINAL BILL	219.87
164303	4/26/2018	O'REILLY AUTO PARTS	2678-114956	028887	702-3800-480.38-52	#632 HOUR METER	50.63
			2678-115225	028887	702-3800-480.38-52	#605 WIN REG ASSY	70.87
164304	4/26/2018	OFFICE DEPOT	115874430001	028526	670-7000-473.36-00	CORK BOARD	91.04
			115874512001	028526	670-7000-473.36-00	FRAMES	43.08
			118568617001	028526	001-2200-421.36-00	MISC OFFICE SUPPLIES	408.84
			120182411001	028526	700-5040-480.36-00	OFFICE SUPPLIES	103.77
			122751978001	028526	670-7000-473.36-00	INK	174.53
			123556660001	028526	670-7000-473.36-00	FILTERS	4.93
164305	4/26/2018	ON TRAC	8760145	028539	001-1210-412.23-04	MISC SHIPPING & DELIVERY	3.76
					001-3000-442.23-04	MISC SHIPPING & DELIVERY	26.32
					660-6300-471.23-04	MISC SHIPPING & DELIVERY	3.76
164306	4/26/2018	PACKHAM & TOOMEY, INC	041718	028915	600-5100-435.30-06	MONTHLY VST INSPECTION	125.00
164307	4/26/2018	PARKER, ROBERTA	A/C TUNE-UP '18		675-7020-473.42-35	REBATE FOR A/C TUNE-UP	50.00
164308	4/26/2018	PARKHOUSE TIRE, INC.	2010561961	028549	702-3800-480.23-49	#635 TIRES	3.50
					702-3800-480.38-52	#635 TIRES	117.38
			2010563076	028549	702-3800-480.23-49	INVENTORY TIRES	5.25
					702-3800-480.38-52	INVENTORY TIRES	422.94
			2030164372	028549	702-3800-480.23-49	#601 TIRES	1.75
					702-3800-480.38-52	#601 TIRES	869.09
			2030164685	028549	702-3800-480.23-49	#801 TIRES	7.00
					702-3800-480.38-52	#801 TIRES	601.50
			2030164793	028549	702-3800-480.23-49	TIRES	7.00
					702-3800-480.38-52	TIRES	415.29
164309	4/26/2018	PARS	20180427		001-0000-204.25-00	PAYROLL SUMMARY	359.25
164310	4/26/2018	PARTS AUTHORITY METRO, LLC	062-254291	028583	702-3800-480.38-52	YELLOW	14.40

164310	43216	PARTS AUTHORITY METRO, LLC	062-259189	028583	702-3800-480.38-52	#46 OIL FILTER	13.86
			062-260248	028583	702-3800-480.38-52	INV OIL FILTER	4.23
			091-017252	028583	702-3800-480.38-52	FUEL FILTER CREDIT	-2.58
			091-017400	028583	702-3800-480.38-52	CREDIT- YELLOW	-7.20
			091-017403	028583	702-3800-480.38-52	OIL FILTER CREDIT	-6.93
			091-097104	028583	702-3800-480.38-52	#632 FUEL FILTER	2.23
			091-097948	028583	702-3800-480.38-52	#012 12 VOLT PASS	86.80
			091-098126	028583	702-3800-480.38-52	#635 PR-EA/BX-4	2.25
			091-098133	028583	702-3800-480.38-52	#835 & INVENTORY OIL FILT	16.46
			091-098135	028583	702-3800-480.38-52	#835 OIL DRAIN PLUG	3.02
			091-098166	028583	702-3800-480.38-52	INV OIL FILTER	11.41
			091-098190	028583	702-3800-480.38-52	#46 OIL FILTER	4.23
			091-098204	028583	702-3800-480.38-52	#201 PR & IGNITION WIRES	42.13
			091-098217	028583	702-3800-480.38-52	30LB 134A	129.25
			091-098289	028583	702-3800-480.38-52	#201 THREAD CHASER	8.94
			091-098345	028583	702-3800-480.38-52	#831 COMBINED SWITCH	83.42
			091-098812	028583	702-3800-480.38-52	#201 PR-EACH/BX-4	6.64
			091-098922	028583	702-3800-480.38-52	#32 CLEAR ADVANTAGE	6.86
			091-098964	028583	702-3800-480.38-52	#53 & INV OIL FILTER	11.90
164311	4/26/2018	PEREZ, MIKE	OCT 17 - MAR 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017- MAR 2018	134.94
164312	4/26/2018	PEREZ, RAUL	AUG 17 - JAN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 2017 -JAN 2018	88.83
			FEB 17 - JUL 17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2017 -JUL 2017	62.55
164313	4/26/2018	PRUDENTIAL OVERALL SUPPLY	22589325	028553	670-7000-473.25-02	ELECTRIC UNIFORMS	290.29
			22592781	028553	660-6300-471.25-02	UNIFORMS-WATER	147.25
			22592782	028553	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22592783		610-5850-434.25-02	ADJUSTMENT TO DAR CHRGS	-63.00
				028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	43.39
					610-5850-434.25-02	UNIFORM SERVICE	93.39
			22592805	028553	670-7000-473.25-02	EL UNIFORMS	139.29
			22595658	028553	610-5800-434.23-16	UNIFORM SERVICE	20.75
					610-5800-434.25-02	UNIFORM SERVICE	44.32
			22595692	028553	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22595696	028553	001-3600-461.25-02	PARKS UNIFORMS	15.90
			22595698	028553	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	5.68
164314	4/26/2018	PUBLIC AGENCY RETIREMENT SERVICES	39922		001-1900-412.33-11	PARS PLAN ID # ARS05A SVC PERIOD 20180228	300.00
164315	4/26/2018	REINECKER, PAXTON	87653-15130'18		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
164316	4/26/2018	RICE, BETTY	A/C TUNE-UP '18		675-7020-473.42-35	REBATE FOR A/C TUNE UP	50.00
164317	4/26/2018	RICHARDS, LORENA	A/C TUNE-UP '18		675-7020-473.42-35	REBATE FOR A/C TUNE-UP	50.00
164318	4/26/2018	RIDER, RICHARD & MARSA	A/C TUNE-UP '18		675-7020-473.42-35	REBATE FOR A/C TUNE-UP	50.00
164319	4/26/2018	RIOS, BERTA	AUG 17 - JAN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 2017 -JAN 2018	90.40
164320	4/26/2018	RIV. CO. CLERK RECORDER	APN 540-202-001		001-2740-442.23-07	REAL ESTATE FRAUD TRUST 270 W RAMSEY ST	10.00
						RELEASE PEND/LIEN BY GOV 270 W RAMSEY ST	12.00
164321	4/26/2018	RIV. CO. CLERK RECORDER	APN 540-170-040		001-2740-442.23-07	REAL ESTATE FRAUD TRUST 515 W RAMSEY ST	10.00
						RELEASE PEND/LIEN BY GOV 515 W RAMSEY ST	12.00
164322	4/26/2018	RIV. CO. LAW ENFORCEMENT	2018 MEMBRSHIP		001-2200-421.23-03	2018 MEMBERSHIP RENEWAL FISHER, HOLDER, AVILA	200.00
164323	4/26/2018	RIV. CO. SHERIFF'S DEPT.	BCTC0007852		001-2200-421.23-06	CHRISTOPHER SAYESKI DRUG ABUSE RECOGNITION	98.00
164324	4/26/2018	ROMO PLANNING GROUP, INC.	2018-02	028041	001-2800-441.33-11	2-4-17 THRU 3-3-18	7,560.00
164325	4/26/2018	RON'S BEE SERVICE	966	028594	100-4900-431.23-24	BEE REMOVAL 2 SWARMS	200.00
			976	028594	100-4900-431.23-24	BEE REMOVAL AT COMM. CENT	100.00
164326	4/26/2018	SAFE RESTRAINTS, INC	81966	028834	148-2216-421.89-56	COMPLETE WRAP RESTRAINT	2,710.24
164327	4/26/2018	SAMPSON, LAURIE	MEAL 3/27/2018		001-1200-412.25-06	CITY COUNCIL MEETING	16.00
164328	4/26/2018	SAN BERNARDINO CO SHERIFF'S DEPT	RNG-17-007		001-2200-421.23-06	1ST TRIMESTR USE OF FORCE JUL 2017 - OCT 2017	3,150.00
						2ND TRIMESTR USE OF FORCE NOV 2017 - FEB 2018	2,700.00
164329	4/26/2018	SCCI, INC DBA	154535	028656	001-3200-412.23-06	FORKLIFT CERTIFICATION	50.00

164329		43216	SCCI, INC DBA	154535	028656	001-4000-461.23-06	FORKLIFT CERTIFICATION	150.00
						100-4900-431.23-06	FORKLIFT CERTIFICATION	250.00
						660-6300-471.23-06	FORKLIFT CERTIFICATION	50.00
						670-7000-473.23-06	FORKLIFT CERTIFICATION	750.00
						702-3800-480.23-06	FORKLIFT CERTIFICATION	100.00
164330		4/26/2018	SENTRY ESCROW SERVICES, INC	APN 541-141-005		001-0000-170.10-00	REAL PROPERTY ACQUISITION 162 N SAN GORGONIO AVE	36,030.00
164331		4/26/2018	SIEMENS INDUSTRY, INC	5610112040	028207	100-4900-431.30-09	TRAFFIC SIGNAL MAINTENANC	630.00
				5620020110	028207	100-4900-431.30-09	TRAFFIC SIGNAL MAINTENANC	1,046.60
164332		4/26/2018	SMART & FINAL	021679	028528	201-4060-446.36-65	SR CTR SNACK BAR	23.98
164333		4/26/2018	SMITH, JASON	TRAVEL 4/2018		670-7000-473.23-05	MEALS APPA RODEO & CONF RALEIGH, NC 4/27-5/02	278.50
164334		4/26/2018	SOUTHERN CALIFORNIA EDISON	2011958816APR18		670-7000-473.26-04	HIGHLAND HOME RD / S / O MAR 1, 2018 - APR 1, 2018	58.74
				2015215049APR18		660-6300-471.26-04	WELL 11 - 7072 PLANT E-5 MAR 14,2018 - APR 13,2018	139.32
				2015215072APR18		660-6300-471.26-04	WELL 9 - 7070 PLANT D-5 MAR 14,2018 - APR 13,2018	42.18
				2196273304APR18		660-6300-471.26-04	DEL RITA BOOSTER STATION MAR 14,2018 - APR 13,2018	78.56
164335		4/26/2018	SOUTHERN CALIFORNIA JOINT POLE	19813		670-7000-473.27-11	MARCH 2018 MONTHLY DUE	928.02
164336		4/26/2018	STANTEC CONSULTING SERVICES, INC	1321688	028270	856-9500-490.93-15	PROJECT 2016-11 DESIGN	4,957.50
				1335221	028270	856-9500-490.93-15	PROJECT 2016-11 DESIGN	13,910.61
				1336731	028270	856-9500-490.93-15	PROJECT 2016-11 DESIGN	23,787.50
164337		4/26/2018	STATE BOARD OF EQUALIZATION	2018 QTR 1		670-7010-473.27-08	QUARTERLY ENERGY TAXES JAN 2018 - MAR 2018	8,644.27
164338		4/26/2018	STATE WATER RESOURCES CONTROL	SW-0149882		600-5100-435.41-04	BANNING MUNICIPAL AIRPORT 04/01/2018 - 03/31/2019	1,400.00
164339		4/26/2018	STATE WATER RESOURCES CONTROL	OP # 45789-2018		660-6300-471.41-04	SERGIO MADRIGAL -GRADE D2 DRINKING WATER CERT RENWL	60.00
164340		4/26/2018	STATEWIDE TOWING & RECOVERY, INC	135174	028782	702-3800-480.30-05	UNIT 222 TOWING	300.00
164341		4/26/2018	STERLING TALENT SOLUTIONS	7422771	028630	001-1300-412.33-11	MARCH BKGRND SCRNG FEES	234.15
164342		4/26/2018	SUPERION	206734	028652	761-3100-480.23-52	TRANS MANAGER MARCH 2018	244.01
164343		4/26/2018	SZOYKA, CARL	BULKY ITEM 2018		690-9600-453.41-46	LUNCH FOR STAFF @ BULKY ITEM EVENT 4/14/2018	128.95
				REIMB 4/2018		100-4900-431.36-00	BULKY ITEM 10X10 CANOPY BOTTLED WATER - COSTCO	441.56
164344		4/26/2018	THE SOCO GROUP, INC.	0511300-IN		702-3800-480.36-11	FUEL SALE TAXES DELIVERED 3/27/2018	887.29
							ULS DIESEL FUEL DELIVERED 3/27/2018	2,530.17
							UNLEADED FUEL DELIVERED 3/27/2018	21,423.86
164345		4/26/2018	THESIER, DEREK	005419974		001-0000-204.16-00	RETURN REFUND PERS 457	56.40
164346		4/26/2018	TIME WARNER CABLE	CORPYARD 5/2018		670-7000-473.26-07	176 E LINCOLN 4/25-5/24 ACCT # 8448410810332241	826.14
164347		4/26/2018	TMG UTILITY ADVISORY SERVICES, INC	201803016	028808	001-1200-412.33-11	CONSULTING SRVCE CIS/ERP	3,490.94
						660-6300-471.33-11	CONSULTING SRVCE CIS/ERP	1,838.91
						670-7000-473.33-11	CONSULTING SRVCE CIS/ERP	10,294.73
						690-9600-453.33-11	CONSULTING SRVCE CIS/ERP	1,838.91
164348		4/26/2018	TRAPANI, SHARON	OCT 17 - MAR 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017- MAR 2018	108.66
164349		4/26/2018	ULINE	96492896	028946	001-3600-461.25-02	RAIN GEAR FOR PARKS	165.50
164350		4/26/2018	US GEOLOGICAL SURVEY,	90626235		663-6300-471.96-35	QTRLY BILL CO-OP WATER FEB 1,2018 - APR 30,2018	23,125.00
164351		4/26/2018	VERIZON WIRELESS	9804305469		001-1300-412.26-05	HUMAN RESOURCES CELL FEB 27,2018 - MAR 26,2018	-6.25
						001-1900-412.26-05	FINANCE CELL - CLAYTON FEB 27,2018 - MAR 26,2018	0.22
						001-2200-421.26-05	PD CELL PHONES 570653806 FEB 27,2018 - MAR 26,2018	38.02
164352		4/26/2018	VERIZON WIRELESS	9804592287		001-1000-411.26-05	CITY COUNCIL CELL PHONE MAR 2,2018 - APR 1,2018	-33.09
						001-1200-412.26-05	CITY MANAGER CELL MAR 2,2018 - APR 1,2018	149.55
						001-1300-412.26-05	HUMAN RESOURCES CELL MAR 2,2018 - APR 1,2018	66.22
						001-1900-412.26-05	FINANCE DEPT CELL PHONE MAR 2,2018 - APR 1,2018	30.05
						001-2200-421.26-05	POLICE DEPT CELL PHONES MAR 2,2018 - APR 1,2018	644.37
						001-2210-421.26-05	DISPATCH CELLS MAR 2,2018 - APR 1,2018	11.28
						001-2400-422.26-05	FIRE ADMIN DEPT CELL MAR 2,2018 - APR 1,2018	38.01
						001-2740-442.26-05	CODE ENFORCEMENT CELL MAR 2,2018 - APR 1,2018	32.40
						001-2800-441.26-05	PLANNING DEPT CELL PHONE MAR 2,2018 - APR 1,2018	45.66
						001-3000-442.26-05	ENGINEERING DEPT CELL MAR 2,2018 - APR 1,2018	70.37
						001-3200-412.26-05	BUILDING MAINTENANCE MAR 2,2018 - APR 1,2018	31.99
						001-4000-461.26-05	COMMUNITY SERVICES CELL MAR 2,2018 - APR 1,2018	674.83
						100-4900-431.26-05	STREETS DEPT CELL PHONES MAR 2,2018 - APR 1,2018	126.91
						203-2200-446.36-00	POLICE VOLUNTEER CELL MAR 2,2018 - APR 1,2018	11.28
						610-5800-434.26-05	TRANSIT DEPT CELL PHONES MAR 2,2018 - APR 1,2018	757.24
						610-5850-434.26-05	DIAL A RIDE CELLS MAR 2,2018 - APR 1,2018	56.66

City of Banning
Warrant List Detail April 2018

164352	43216	VERIZON WIRELESS	9804592287		660-6300-471.26-05	WATER DEPT CELL PHONES MAR 2,2018 - APR 1,2018	229.13
					670-7000-473.26-05	ELECTRIC DEPT CELL PHONES MAR 2,2018 - APR 1,2018	811.26
					680-8000-454.26-05	WASTEWATER DEPT CELL MAR 2,2018 - APR 1,2018	53.10
					702-3800-480.26-05	FLEET DEPT CELL PHONES MAR 2,2018 - APR 1,2018	34.73
					703-3700-480.26-05	INFORMATION SERVICES CELL MAR 2,2018 - APR 1,2018	125.29
					761-3110-480.26-05	METER SERVICES CELL PHONE MAR 2,2018 - APR 1,2018	141.88
164353	4/26/2018	WELDOR'S SUPPLY AND STEEL	6891	028868	670-7000-473.45-05	STEEL CYLD NITROGEN	1,190.25
164354	4/26/2018	WHITE, BEVERLY	A/C TUNE-UP '18		675-7020-473.42-35	REBATE FOR A/C TUNE UP	50.00
9006211	4/2/2018	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 3/25/18		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 3/25/2018	15,548.92
9006212	4/2/2018	INTERNAL REVENUE SERVICE	PPE 3/25/18		001-0000-204.11-00	FEDERAL INCOME TAX PPE 3/25/2018	41,836.09
					001-0000-204.13-00	FICA MEDICARE/ FICA REGLR PPE 3/25/2018	71,044.36
9006213	4/3/2018	WELLS FARGO BANK	PPE 3/25/18		001-0000-204.80-14	VEBA CONTRIBUTION PPE 3/25/2018	600.00
9006214	4/6/2018	CALPERS 457 PLAN - 450260	PPE 3/25/18		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 3/25/2018	6,914.81
						CALPERS 457 CONTRIBUTIONS PPE 3/25/2018	5,522.11
9006215	4/6/2018	CALPERS 457 PLAN - 450260	PPE 3/25/18		001-0000-204.20-00	RETIREMENT BENEFITS FOR PPE 3/25/2018	80,438.84
9006216	4/13/2018	WELLS FARGO BANK	PPE 4/08/18		001-0000-204.10-00	WELLS FARGO PPE 4/08/2018	373,415.21
9006217	4/16/2018	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 4/08/18		001-0000-204.12-00	PAYROLL TAX DEPOSIT FOR PPE 4/08/2018	25,885.25
9006218	4/16/2018	INTERNAL REVENUE SERVICE	PPE 4/08/18		001-0000-204.11-00	FEDERAL INCOME TAX PPE 4/08/2018	65,908.73
					001-0000-204.13-00	FICA MEDICARE/FICA REGULR PPE 4/08/2018	91,654.66
9006219	4/16/2018	TASC	PPE 4/08/18		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 4/08/2018	4,477.00
					001-0000-204.80-05	DEPENDENT CARE CONTRBTN PPE 4/08/2018	544.18
					001-2200-421.15-50	TERMINATED EMPLOYEE JENNIFER SEGURA 3/31/18	124.88
9006220	4/19/2018	CALPERS 457 PLAN - 450260	PPE 4/08/18		001-0000-204.16-00	CALPERS 457 CONTRIBUTIONS PPE 4/08/2018	34,591.64
9006221	4/23/2018	CA. ST. BOARD OF EQUALIZATION	2018 - QTR 3		001-0000-201.10-00	SALES & USE TAX RETURN 2018 QTR 3	986.00
					001-0001-361.41-61	SALES & USE TAX RETURN 2018 QTR 3	1.00
9006222	4/27/2018	WELLS FARGO BANK	PPE 4/22/2018		001-0000-204.10-00	PAYROLL PPE 4/22/2018	348,684.80
9006223	4/27/2018	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 4/22/2018		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 4/22/2018	18,294.12
9006224	4/27/2018	INTERNAL REVENUE SERVICE	PPE 4/22/2018		001-0000-204.11-00	FEDERAL INCOME TAX PPE 4/22/2018	46,482.35
					001-0000-204.13-00	FICA MEDICARE/FICA REGULR PPE 4/22/2018	84,977.08
9006225	4/30/2018	TASC	PPE 4/22/2018		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 4/22/2018	4,076.98
					001-0000-204.80-05	DEPENDENT CARE CONT PPE 4/22/2018	544.18
Grand Total							4,711,004.94

Less Voided / Reissued Checks from Prior Period	**(2,235.16)**
Less Voided Checks Prior Period	
Add Payroll Checks	**4,500.77**
Total Remittance for Month	**4,713,270.55**

Voided Checks

April 2018

Date	Check	Vendor #	Reason		Amount	Check	Vendor #		Amount
4/12/2018	163972	6638	Missing Sales Taxes	$	1,274.89	164065	6638	$	1,373.69
4/19/2018	164094	6778	Vendor not able to attend	$	12.00				
4/19/2018	163331	4927	Vendor did not receive	$	2,235.16	164175	4927	$	2,230.00
TOTALS				**$**	**3,522.05**			**$**	**3,603.69**

Payroll

April 2018

Start	End	Date	Description		Check Total
11370	11382	4/13/2018	WARRANT REGISTER	$	2,113.74
11383	11396	4/27/2018	WARRANT REGISTER	$	2,387.03
TOTALS				**$**	**4,500.77**
35 CHECKS USED					

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M	6585	11370	.00
	OFFICE OF THE ATTORNEY GENERAL		11371	241.38
	UNITED STATES TREASURY		11372	125.50
	CALIF. STATE DISBURSEMENT UNIT		11373	180.46
	TRACY YOUNGBLOOD		11374	223.39
	FRANCHISE TAX BOARD		11375	91.58
4000-461	LAPHAM, SIERRA G	4397	11376	106.40
	CALIF. STATE DISBURSEMENT UNIT		11377	69.23
	UNITED STATES TREASURY		11378	260.00
	MARY NELL WARE		11379	300.00
	FRANCHISE TAX BOARD		11380	75.00
	US DEPT OF EDUCATION		11381	246.96
	CALIF. STATE DISBURSEMENT UNIT		11382	193.84
	Total Checks -		13	2,113.74

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M	6585	11383	.00
	OFFICE OF THE ATTORNEY GENERAL		11384	241.38
	UNITED STATES TREASURY		11385	125.50
	CALIF. STATE DISBURSEMENT UNIT		11386	180.46
	TRACY YOUNGBLOOD		11387	223.39
	FRANCHISE TAX BOARD		11388	131.98
4000-461	LAPHAM, SIERRA G	4397	11389	21.40
4010-461	ALDERMAN, LUKE D	220	11390	193.82
	CALIF. STATE DISBURSEMENT UNIT		11391	46.15
	UNITED STATES TREASURY		11392	260.00
	MARY NELL WARE		11393	300.00
	FRANCHISE TAX BOARD		11394	75.00
	US DEPT OF EDUCATION		11395	394.11
	CALIF. STATE DISBURSEMENT UNIT		11396	193.84
	Total Checks -		14	2,387.03

PAYROLL

DIRECT DEPOSIT TOTALS

PAY PERIOD ENDING	DIRECT DEPOSIT DATES	DIRECT DEPOSIT AMOUNTS
04/08/2018	04/13/2018	$373,415.21
04/22/2018	04/27/2018	$348,684.80

MANUAL CHECKS ISSUED

CHECK DATE	CHECK #	CHECK AMOUNT

TOTAL CHECKS/DIRECT DEPOSIT ISSUED

04/08/2018	04/13/2018	188
04/22/2018	04/27/2018	185
		373

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **May 22, 2018**

SUBJECT: **Public Works Capital Improvement Project Status List**

RECOMMENDED ACTION:

This is informational only; receive and file report.

GOAL STATMENT:

The purpose of presenting the attached Public Works Capital Improvement Project (CIP) Status List is to keep City Council and the public informed of the status of the various capital improvement projects that are currently managed by the Public Works Department.

BACKGROUND:

There are several planning, environmental, design and construction contracts that have been approved by City Council and/or the Interim City Manager's office that are being managed by the Public Works Department. In an effort to keep the City Council and the public informed of the progress made and current status of each project, staff has prepared and will continue to update the attached Public Works CIP Tracking Sheet. The list will be presented to City Council on a monthly basis.

FISCAL IMPACT:

None

ATTACHMENTS:

1. CIP Status List

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

(Public Works Department CIP Tracking Sheet)

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project	Phase	Council Award Date	Project Kickoff	% Completed	Tasks Completed	Current Tasks	1 Month Look Ahead Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2014-03	Hargrave/Ramsey Street Intersection	Design	5/26/2015	8/10/2015	95%	PS& E are 100% complete.	Waiting for SCE to complete their design and easement documents for the relocation of power poles. Acquiring Caltrans permit. Banning Electric preparing improvement plans	Execute easement and right of way dedication documents	Finalize PS&E once SCE completes their design. Council to accept easement and right of way dedications. Bid project.	6/1/18	$ 79,920
Streets	2016-11	Hathaway/Ramsey Street Intersection	Design	12/12/2016	1/18/2017	90%	Staff completed reviewing 2nd submittal of PS&E. Preliminary R/W appraisal. "Intent to Appraise" letters sent to property owners.	Banning Electric preparing improvement plans. Review of right-of-way documents, preparation of Temporary Construction Easements and appraisals. Review final PS&E.	Present appraisal to council and property owners. Complete PS & E package.	Complete right-of-way acquisition. Bid project.	7/1/18	$ 254,512
Streets	ATPL-5214(012)	ATP Bicycle/Pedestrians Safe Routes to School	Environmental, Design, Construction	-	-	5%	Environmental completed and approved. Design Funding Allocation approved by CTC in March 2017 and approved by Caltrans in April 2017. RFP complete an sent out. Proposals have been evaluated and ranked; final cost negotiated with No. 1 ranked firm.	Submitted evaluation document per grant guidelines to Caltrans for review/approval.	Obtain Caltrans approval to award professional services agreement to complete design and preparation of PS&E.	City Council to award agreement. Kick off Design.	7/1/19	$ 1,082,000
Streets	HSIP-5214 (010)	Traffic Signal System Improvements on Ramsey Street	Constuction	6/27/2017	11/6/2017	100%	Construction completed.	Caltrans post construction review/approval and NOC.	File NOC with County & release of retention.		-	$ 384,000
Streets	STPL 5214 (011)	Ramsey Street, from Hargrave St. to west of Hathaway St.	Environmental, PS&E	-	-	75%	PS&E are 75% complete. Cultural resources study approved by Caltrans. Draft PS and E documents sent to Caltrans for review and comment.	Finalizing of PS&E	Advertise Notice Inviting to Bid, consider combining this project with Hargrave St and Hathaway St improvements for better bid costs and results	Open bids and recommend award to City Council	-	$ 295,000
Streets		Joshua Palmer Way Realignment	Design	-	-	95%		Finalizing street improvement plans, traffic signal plans, Caltrans submittal, TCE legals/plats and appraisals	Negotiate right-of-way acquisition price with property owners. Complete all improvements plans. Obtain Caltrans permit.	Notice inviting to bid		
Parks	2017-03	Lions Park Multi Purpose Fields CEQA	Environmental	11/7/2016	-	95%	Received FAA and ALUC approval for project. AB52 Consultation was started. Completed burrowing owl study	AB52 Consultation	Complete CEQA Document		6/1/18	$ 66,300
Parks	2017-03	Lions Park Multi Purpose Fields	Design	7/11/2017	9/5/2017	90%	Staff is reviewing the SWPPP. WQMP and preliminary plans, specifications and engineering estimates.	Staff is reviewing the final PS&E.	Mylars submittal and final approval of PS&E.		4/1/18	$ 77,798
Parks	2016-04	Roosevelt Williams Park Improvements	Construction	6/27/2017	8/2/2017	95%	Demolition and earthwork completed. Completed installation of drywells, drainage pipe system, and domestic water pipe system. Poured concrete pad for new basketball court. Poured playground pad, gazebos and drain sumps. plumbing for building; construct foundation and wall for extension of building structure and restroom area; layout for electrical conduit system. Formed and poured concrete for walkways; installed basketball poles; constructed ramps and parking spaces for handicap vehicles; planted most of the trees; and paving of parking lot.	Working on remaining concrete walkways; electrical works on building and gazebo; energize all lights; complete the installation of roofs; planting the remain trees and shrubs; complete the irrigation system, soil prep for the installation of sod and installation of fence. Installation of sod.	Parking lot striping; installation of gates and fences; installation of bathroom fixtures and completion of other remaining scope items.	Final inspection/walk through with contractor, inspector and architect. Commencement of 90 day maintenance period.	5/10/18	$ 2,450,000
Parks	2017-10	Reppiier Park Parking Lot Landscaping	Design	-	4/5/2017	100%	Development of PS&E	Coordination with Purchasing Department to advertise project.	Bid project, open and evaluate bids.	Award construction contract.	2/1/18	$ 10,960
Parks	2017-10	Reppiier Park Parking Lot Landscaping	Construction	3/13/2018	-	5%	Project bid out and bids opened, contract awarded, purchased order issued, Notice to Proceed issued.	Clearing and grubbing, demolition, installation of mainline.	Installation of irrigation system, soil prep.	Planting, paving, final punchlist.	8/1/18	$ 88,467
Parks	2017-14	Lions Park Fencing	Construction	12/12/2017	-	100%	Project bid out a contract has been issued. Removal of existing fence panels and posts; installation of new fence panels and posts. Approval of NOC.					$ 58,460
Building Maint	2017-01	Community/Senior Center Improvements	Construction	3/27/2018	-	-	Rebid project and received two bids. Presented results to Budget and Finance Committee. Awarded construction project.	Working on contract documents.	Issuance of a Notice to Proceed; preconstruction meeting		-	$ 432,910
Water	2016-02W	Water Canyon Pipeline Replacement	Construction	11/14/2017	11/30/2017	45%	Installation of 4,100 feet of 24-inch Ductile Iron Pipe; flushing and pressure testing of 4,100 feet of 24-inch Ductile Iron Pipe	Trenching and Pipeline Installation; Monitoring for Cultural, Archeological and Paleontological Resources; Disinfection and BacT Testing	Trenching and Pipeline Installation; Monitoring for Cultural, Archeological and Paleontological Resources; Pipeline Flushing and Disinfection; Pressure Testing and BacT Testing	Final Testing and Acceptance.	6/27/18	$ 2,100,000
Water	2015-01W	Water Line Replacement (3 Locations)	Design	3/24/2015	4/15/2016	95%	100% Design for Location 3; 90% Design for Location 2	90% review for Location 2; pre-mylar review for Location 3	Complete plans and specs for Location 3	Complete plans and specs for Location 2	5/30/18	$ 107,980
Water	2017-11W	Integrated Regional Water Management Plan	Plan Development, Project Nominations	3/14/2017	4/11/2017	99%	Draft Plan; Water Supply Reliability Study, Recycled Water Study, and Groundwater Modeling Update Report; SAC outreach; website improvements; Project Nomination Submittals and Evaluation; Boundary coordination with Coachella Region and acceptance by DWR. Final IRWM Plan	Submittal of IRWM Plan to DWR for comment/approval.	City Council review and approval. Final approval by DWR.	IRWM Plan implemenation	11/30/18	$ 1,079,904
Water	2017-GWA	Groundwater Audit	Planning	-	10/4/2017	85%	Kickoff Meeting, Data Gathering; Data Review and Analysis; Draft Summary Report	Review of Draft Summary Report	Meeting to discuss Pumping Recommendations	Finalize Groundwater Audit Report; Implementation	5/30/18	$ 19,886
Water/ Wastewater/ Recycled	2017-07W	Integrated Water, Wastewater, and Recycled Water Master Plan	Planning	12/12/2016	12/19/2016	99%	Final Draft of Integrated Master Plan	Training on Dynamic CIP Tool;	Staff Report to Council for Formal Adoption of Integrated Master Plan	Project Closeout	5/31/18	$ 431,344
LMD	2017-12	Landscape Maintenance District No.1 Redesign	Design	-	7/10/2017	70%	Reviewed conceptual plans, Field work, staff provided RW Park Specs and current costs to the consultant.	Complete Design drawings and cost estimates.	Submit Draft landscape design drawings including irrigation, cost estimates and Specs. for review and approval.	Design and Specs final approval by the City.	8/31/18	$ 24,560

ORDINANCE 1520

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING EXISTING SECTIONS OF CHAPTER 12.52 OF THE BANNING MUNICIPAL CODE THAT ESTABLISHED A LOCAL DEVELOPMENT MITIGATION FEE FOR THE FUNDING AND PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN TO BRING THOSE SECTIONS INTO CONFORMANCE WITH THE UPDATED STANDARDS AND PROVISIONS

WHEREAS, the City of Banning ("City") previously adopted the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"), and is a party to the related Implementing Agreement to preserve the ability of affected property owners to make reasonable use of their land consistent with the requirements of the National Environmental Policy Act ("NEPA"), the California Environmental Quality Act ("CEQA"), the Federal Endangered Species Act ("FESA"), the California Endangered Species Act ("CESA"), the California Natural Community Conservation Planning Act ("NCCP Act") and other applicable laws; and

WHEREAS, in accordance with the Implementing Agreement, the City previously adopted an ordinance imposing the Local Development Mitigation Fee as analyzed in the Nexus Fee Report, which has been codified in Chapter 12.52, Western Riverside County Multiple Species Habitat Conservation Plan, of Title 13, Public Services, of the Banning Municipal Code; and

WHEREAS, the Implementing Agreement requires that the City's ordinance be substantially in the same form or at a minimum, containing the same requirements as the model ordinance incorporated into the Implementing Agreement; and

WHEREAS, pursuant to the 2017 Annual Audit conducted by the Western Riverside County Regional Conservation Authority, it has been recommended that the City update certain language in Chapter 12.52 to maintain continued consistency with the model ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 12.52.020 (Definitions) of Article I, of Chapter 12.52 (Western Riverside County Multiple Species Habitat Conservation Plan) of Title 12 (Public Services) of the Banning Municipal Code, is hereby amended to add the following definitions:

"City" means the City of Banning, California.

"City Council" means the City Council of the City of Banning, California.

"Ordinance" means Chapter 12.52 of Title 13, of the Banning Municipal Code."

SECTION 2. Subdivision (B) of Section 12.52.120 (Accounting and Disbursement of Collected Local Development Mitigation Fees) of Article II (MSHCP Mitigation Fee) of Chapter 12.52 (Western Riverside County Multiple Species Habitat Conservation Plan) of Title 12 (Public Services) of the Banning Municipal Code, is hereby amended to read as follows:

> "B. Subject to the provisions of this section, all fees collected pursuant to this article shall be remitted to the Western Riverside County Regional Conservation Authority at least ~~quarterly~~ monthly, and will be expended solely for the purpose of acquiring and preserving vegetation communities and natural areas within the city and the region which support species covered in the MSHCP in accordance with the provisions of the MSHCP."

SECTION 3. Except as otherwise expressly amended by this Ordinance, the provisions of Chapter 12.52 shall remain unchanged and continue in full force and effect.

SECTION 4. SEVERABILITY

If any section, subsection, clause or phase or portion of this code is for any reason declared to be 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 5. 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). This 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 the addition of certain definitions and amendment to the timing of fee payments to the Western Riverside County Regional Conservation Authority will result in a permanent alteration of property or the construction of any new or expanded structures, or have any other direct or indirect physical changes in the environment, and therefore will not have any potential to significantly affect the environment.

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 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 8th day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon, APC

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance 1520 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 10th day of April, 2018, and was duly adopted at a regular meeting of said City Council on the 8th day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ORDINANCE 1521

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTION 8.20.070 OF THE BANNING MUNICIPAL CODE TO ESTABLISH ADDITIONAL PENALTIES FOR VIOLATING THE CITYWIDE PROHIBITION ON FIREWORKS

WHEREAS, the City of Banning ("City") previously adopted an ordinance, codified as Chapter 8.20 (Fireworks) of Title 8 (Health and Safety) of the Banning Municipal Code, prohibiting the possession and use of fireworks within city limits; and

WHEREAS, the ordinance contained Section 8.20.070 that established a misdemeanor penalty for violation of its provisions with increasing fines for subsequent convictions; and

WHEREAS, the misdemeanor penalty has failed to deter the use and possession of fireworks because it has proven burdensome for law enforcement to effectuate; and

WHEREAS, granting law enforcement officers the authority to issue administrative citations or infractions as an alternative to misdemeanor violations would strengthen their ability to enforce the prohibition of fireworks and improve deterrence in the future.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. 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). This 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 granting law enforcement the authority to issue administrative citations and infractions in addition to misdemeanor charges for the illegal possession or use of fireworks within city limits will result in a permanent alteration of property or the construction of any new or expanded structures, or have any other direct or indirect physical changes in the environment, and therefore will not have any potential to significantly affect the environment.

SECTION 2. Section 8.20.070 (Violations - Penalty) of Chapter 8.20 (Fireworks) of Title 8 (Health and Safety) of the Banning Municipal Code, is hereby amended to read as follows, with the changes shown through the use of legislative format:

A. In the discretion of the enforcement officer, any person violating the provisions of this chapter may be issued an administrative citation pursuant to

Banning Municipal Code Chapter 1.20, an infraction pursuant to Banning Municipal Code 1.28.030, or charged with a misdemeanor.

B. If a person is charged with a misdemeanor, upon conviction that person shall be punished by a fine not less than five hundred dollars and not more than one thousand dollars, or by imprisonment in the county jail for not exceeding one year, or by both such fine and imprisonment.

C. Upon any second or subsequent conviction of the offense, the person shall be punished by the penalties of a fine of one thousand dollars and by imprisonment in the county jail for one year.

D. A person is guilty of a separate offense for each and every day or portion thereof during which he commits, continues or permits a violation of this chapter.

E. Nothing in this chapter shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery and/or transportation of dangerous fireworks.

SECTION 3. Except as otherwise expressly amended by this Ordinance, the provisions of Chapter 8.20 shall remain unchanged and continue in full force and effect.

SECTION 4. SEVERABILITY. If any section, subsection, clause or phase or portion of this code is for any reason declared to be 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 5. PUBLICATION, EFFECTIVE DATE. The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records 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 8th day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon, APC

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance 1521 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 8th day of May, 2018, and was duly adopted at a regular meeting of said City Council on the 8th day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-60, Accepting the Grant of Right of Way for Alignment and Widening of the Intersection of Hathaway Street and Wilson Street from the Bureau of Indian Affairs on behalf of the Morongo Band of Mission Indians**

RECOMMENDED ACTION:

Adopt Resolution 2018-60, accepting the Grant of Right of Way ("Easement") for the alignment and widening of the intersection of Hathaway Street and Wilson Street from the Bureau of Indian Affairs on behalf of the Morongo Band of Mission Indians and directing the City Clerk to execute the Certificate of Acceptance and to have said Easement recorded.

BACKGROUND:

This Easement is one element of a long-planned swap of land between Mr. Lloyd Fields, the Morongo Band of Mission Indians and the City of Banning. The approval of this item will resolve three out of four elements of a complex transaction that has been contemplated for several years.

On February 10, 2011, Mr. Lloyd Fields filed a complaint in the Superior Court of the State of California for the County of Riverside against the City of Banning ("City") in the action captioned Lloyd Fields v. City of Banning, et. al., Court Case No. RIC 1102234 ("Lawsuit"). The complaint alleged the western half of Malki Road is a City public right-of-way, and the only public right-of-way leading to and from Fields' property, and that access to the property has been blocked by obstructions placed by the Morongo Tribe. Fields sought damages from the City and an order directing the City to remove the obstructions.

The Superior Court sustained the City's demurrer and dismissed the entire Lawsuit

without leave to amend, on the ground the Morongo Tribe was an indispensable party that was not, and could not, be added as a party. In October 2012, Fields appealed to the Court of Appeal of the State of California, Fourth Appellate District, Division 2, Court of Appeal Case No. E057277 (the "Appeal").

Congress subsequently passed a bill regarding land exchange legislation (H.R. 387). It was signed by the President, enacting Section 3607 of the Water Infrastructure Improvements for the Nation Act (the "Act"), 114 Pub.L. No. 322. The Act authorized the United States to transfer certain land currently held in trust for the Morongo Band of Mission Indians (the "Tribe") to Mr. Fields in exchange for Mr. Fields' transferring to the Tribe certain land that is at issue in the Appeal. In that regard, once completed, the land transfer sufficiently resolves the dispute as to obviate the need for the Appeal.

As part of the land exchange the Tribe has agreed to issue a Grant of Right of Way (an easement) over tribal lands to the City for public road purposes in exchange for the City vacating any interest in the Right of Way along the western half of Malki Road that was the subject of the original complaint.

The Easement will permit the City to have sufficient public right of way area for a standard four-way intersection at Hathaway Street and Wilson Street. Currently the area on the northeast corner of that intersection is tribal land and an easement from the Tribe to the City is needed to allow future access along Wilson Street easterly to Mr. Field's property.

In connection with granting the Easement, the Tribe will be relocating the point at which Morongo Road intersects with Hathaway Street. Both the Tribe and Mr. Fields have agreed to a plan for temporary relocation and permanent relocation of that street segment so that eventually Hathaway and Wilson Streets will have a four-way rather than a five-way intersection and Morongo Road will intersect Hathaway Street at a point northerly of that intersection.

If Resolution 2018-60 is approved and the Easement recorded, the land swap will be deemed complete and the pending lawsuit will be dismissed. One final step would remain in the overall "swap" which includes the City vacating City's interest of the existing Malki Road right of way as explained above.

JUSTIFICATION:

County Determination: California Government Code Section 65402 requires that when a city seeks to acquire land or right of way, that the city must have that acquisition reviewed by the planning commission having jurisdiction over the land for conformity with that jurisdiction's planning commission. The strips of land that are within the boundaries of the proposed Easement are, based on a review by staff, located immediately adjacent to but outside the boundary of the City of Banning. Thus, the applicable planning agency for the City's acquisition of the Easement is the County of Riverside's Planning Commission. The County has an ordinance that exempts from review by its Planning Commission acquisitions of right of way for street widening and street alignment projects.

In this case, the County concurred with the City that the acquisition of the Easement from the Tribe is exempt from County planning commission review, see attached letter dated April 25, 2018 from Mr. Juan Perez, County of Riverside, Director of Transportation and Land Management.

Environmental Determination: The City has analyzed the acceptance of the Grant of Right of Way and has determined that it is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. In addition, the acquisition is exempt as a minor alteration of an existing street under Section 15301 (b) because it will allow for the realignment and widening of the intersection of Hathaway and Wilson Streets.

FISCAL IMPACT:

With the acceptance of the Easement from the Tribe, Mr. Fields has agreed to dismiss his pending lawsuit against the City and will relieve the City of future legal fees related to the continuation of the lawsuit.

ATTACHMENTS:

1. Resolution 2018-60
2. County Determination
3. Grant of Right of Way
4. Certificate of Acceptance

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-60

RESOLUTION 2018-60

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING THE GRANT OF RIGHT OF WAY FOR THE ALIGNMENT AND WIDENING OF THE INTERSECTION OF HATHAWAY STREET AND WILSON STREET FROM THE BUREAU OF INDIAN AFFAIRS ON BEHALF OF THE MORONGO BAND OF MISSION INDIANS

WHEREAS, on February 10, 2011, Mr. Lloyd Fields filed a complaint in the Superior Court of the State of California for the County of Riverside against the City of Banning ("City") in the action captioned Lloyd Fields v. City of Banning, et. al., Court Case No. RIC 1102234 ("Lawsuit"); and

WHEREAS, the Superior Court sustained the City's demurrer and dismissed the entire Lawsuit without leave to amend, on the ground the Morongo Band of Mission Indians (the "Tribe) was an indispensable party that was not, and could not, be added as a party. In October 2012, Fields appealed to the Court of Appeal of the State of California, Fourth Appellate District, Division 2, Court of Appeal Case No. E057277 (the "Appeal"); and

WHEREAS, Congress subsequently passed a bill regarding land exchange legislation (H.R. 387). It was signed by the President, enacting Section 3607 of the Water Infrastructure Improvements for the Nation Act (the "Act"), 114 Pub.L. No. 322. The Act authorized the United States to transfer certain land currently held in trust for the Tribe to Mr. Fields in exchange for Mr. Fields' transferring to the Tribe certain land that is at issue in the Appeal; and

WHEREAS, completing the land transfer sufficiently resolves the dispute as to obviate the need for the Appeal; and

WHEREAS, as part of the land exchange the Tribe has agreed to issue a Grant of Right of Way (an easement) over tribal lands to the City for public road purposes in exchange for the City vacating any interest in the Right of Way along the western half of Malki Road that was the subject of the original complaint.

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

SECTION 1. Compliance with Government Code Section 65402

A. California Government Code Section 65402 requires that when a city seeks to acquire land or right of way, that the city must have that acquisition reviewed by the planning commission having jurisdiction over the land for conformity with that jurisdiction's planning commission.

B. The land within the boundaries of the proposed Easement are located immediately adjacent to but outside the boundary of the City of Banning. Thus, the applicable planning agency for the City's acquisition of the Easement is the County of Riverside's Planning Commission.

C. The County has confirmed that the City's acquisition of the Grant of Right of Way qualifies as an acquisition for street widening or alignment purposes and is therefore exempt from the County's review for conformity with its General Plan under Government Code Section 65402 and County Ordinance No. 348 Section 2.12.E and 2.12.F.

SECTION 2. Environmental Determination

The acquisition of the Easement area is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. In addition, the acquisition of the Easement area is exempt from CEQA as a minor alteration of an existing street under Section 15301 (b) because it will allow for the realignment and widening of the intersection of Hathaway and Wilson Streets.

SECTION 3. City Council Action

The Banning City Council hereby adopts this Resolution 2018-60 to accept the Easement for the intersection of Hathaway Street and Wilson Street from the Bureau of Indian Affairs on behalf of the Morongo Band of Mission Indians and directs the City Clerk to execute the Certificate of Acceptance, attached hereto as Exhibit A, and to have said Easement recorded.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-60, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

County Determination Letter Dated April 25, 2018

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY
Juan C. Perez
Assistant CEO/TLMA Director

Planning Department | Transportation Department | Building & Safety Department | Code Enforcement Department

April 25, 2018

Kevin G. Ennis
Richards Watson Gershon
355 South Grand Ave., Suite 4000
Los Angeles, CA 90071

Sent via U.S. Mail and email to KEnnis@rwglaw.com

Re: City of Banning Request for Determination on Exemption of Grant of Right-of-Way from County Planning Review under Government Code section 65402

Dear Mr. Ennis:

On April 10, 2018, the County of Riverside ("County") received a letter from the City of Banning ("City") relating to a proposed Grant of Right-of-Way located at the northeast corner of Hathaway and Wilson Streets within unincorporated Riverside County, adjacent to the corporate boundary of the City. The City's letter, and subsequent follow-up emails, requested from the Riverside County Transportation and Land Management Agency ("TLMA") a determination that the City's acceptance of the Grant of Right-of-Way from the federal government is exempt from review for conformity with the County General Plan pursuant to County Ordinance No. 348 sections 2.12.E and 2.12.F. (codified as County Code Section 17.08.120) and Government Code section 65402 ("Section 65402").

Section 65402 provides, in pertinent part, that no city shall acquire real property for streets or certain other purposes in unincorporated territory if the county in which that unincorporated territory is situated has adopted a general plan, until the location, purpose and extent of such acquisition has been submitted to and reported upon by that county's planning agency as to conformity with the adopted general plan. However, Section 65402 further provides that such submission to and report by the planning agency is not required for an acquisition of real property for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution. County Ordinance No. 348 Sections 2.12.E. and 2.12.F. have been adopted by the County Board of Supervisors, which provide that the provisions of Section 65402(a) and (b) do not apply to the acquisition for street widening or alignment projects of a minor nature. In light of the provisions in these two subsections, the City requested a letter from the County indicating whether the County was willing to agree that the Grant of the Right-of-Way qualified as exempt under the aforementioned authority.

The County has reviewed the City's letter of April 4, 2018; email of April 10, 2018; and email of April 23, 2018 ("City Communications"), attached hereto, in which the City provided facts and background information relevant to the County's determination. Under the facts provided in the City Communications, the County agrees that the City's acquisition of the Grant of Right-of-Way qualifies as an acquisition for street widening or alignment purposes and is therefore exempt from County review for conformity with its General Plan under Section 65402 and Ordinance No. 348 Section 2.12.E. and 2.12.F.

4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-6838
P. O. Box 1605 • Riverside, California 92502-1605 • FAX (951) 955-5177

If you have any questions about the above or would like to discuss this matter further, please give me a call. Thank you.

Sincerely,

Juan C. Perez
Assistant CEO/TLMA Director

Enclosures

cc: Rochelle Clayton, Interim City Manager, City of Banning
Patty Nevins, City of Banning Community Development Director, *by email only to pnevins@ci.banning.ca.us*
Charissa Leach, Assistant Director of TLMA, *by email only to cleach@rivco.org*
Melissa Cushman, Deputy County Counsel, *by email only to MCushman@rivco.org*

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

April 4, 2018

Mr. Juan C. Perez
Director, Transportation and Land Management Agency
County of Riverside
4080 Lemon Street, 14th Floor
Riverside, CA 92502-1605

Re: Request for Determination of Exemption from Government Code Section 65402 Review by the Riverside County Planning Commission for the City of Banning's Acceptance of a Deed of Right of Way from the United States on Behalf of the Morongo Band of Mission Indians

Dear Juan,

The City of Banning ("City") requests that the Riverside County Transportation and Land Management Agency make a determination pursuant to Riverside County Code Section 17.08.120 (F) that the City's acceptance of a Grant of Right of Way from the federal government for road widening purposes near the intersection of Hathaway Street and Wilson Street immediately adjacent to the corporate boundary of the City is exempt from County Planning Review under Government Code Section 65402 (b).

Background

This request is made to help effectuate the resolution of a long standing dispute between a property owner in the City of Banning, Mr. Lloyd Fields, the Morongo Band of Mission Indians (the "Tribe"), and the City. The resolution of that dispute led to the enactment of Federal Law (Section 3607 of Public Law 114-322, December 16, 2016), a copy of which is attached as **Exhibit A**, by which Mr. Fields would exchange land he owns for land owned by the Morongo Band of Mission Indians. In conjunction with that exchange, the United States, acting through the Bureau of Indian Affairs and on behalf of the Tribe would grant an easement ("Grant of Right of Way"), a copy of which is attached as **Exhibit B** to the City of Banning in exchange for the City vacating a portion of Malki Road in the City that is within the boundaries of the Tribe's land. The location of the Grant of Right of Way is depicted on the "Land Exchange Map," and Bureau of Indian Affairs Map, attached hereto as **Exhibit C**, and more precisely depicted and described on **Exhibit D**.

The City is ready to move forward to accept the Grant of Right of Way from the United States as provided in the federal law and to execute a Certificate of Acceptance therefor that would be necessary for the Grant of Right of Way to be recorded and for the escrow on the land exchange between Mr. Fields and the Tribe to close. The closure of

that escrow will also trigger the dismissal of a lawsuit between Mr. Fields and the City over access to the property he currently owns that is pending in the California Court of Appeal.

City staff has reviewed this Grant of Right of Way for purposes of making a determination of consistency with the City's General Plan and noted that the location of the Grant of Right of Way is adjacent to the corporate boundary of the City rather than within it. Accordingly, the City believes that the applicable general plan for purposes of making a general plan consistency finding under Section 65402 for this Grant of Right of Way would be the County's General Plan.

City staff further notes that Section 17.08.120 (Reports on conformity with the general plan) of the Riverside County Code provides procedures for determinations of consistency with the County's General Plan pursuant to the requirements of Government Code Section 65402. In that County Code Section, exemptions from County Planning Commission review are stated as including:

> "E. The provisions of subdivision (a) of Section 65402 of the Government Code shall not apply to:
>
> 1. The disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
>
> 2. Acquisitions, dispositions, or abandonments for street widening or alignment projects, provided such projects are of a minor nature.
>
> F. The provisions of subdivision (b) of Section 65402 of the Government Code shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature."

The City's Request

The City requests that the County's Transportation and Land Management Agency determine that this Grant of Right of Way is subject to subdivision (b) of Government Code Section 65402 (acquisition of street right of way by a city within land under county planning jurisdiction) but that the Grant of Right of Way is an acquisition for street widening or alignment projects of a minor nature and therefore exempt from County Planning Review pursuant to County Code Section 17.08.120.

This determination of exemption from review under Section 65402 (b) is supported by the fact that the Grant of Right of Way is for the purpose of the eventual widening and alignment of the intersection of Hathaway and Wilson street to facilitate and improved intersection for the general public and area property owners. It will permit Mr. Fields to have street access to property he is obtaining from the Tribe, facilitate better traffic conditions along one perimeter side of tribal land, and will help the City with ultimate intersection planning and improvements in the City and in adjacent unincorporated County territory. The extent of the Grant of Right of Way is minor in that it only affects

two sides of a four-way intersection by adding additional right of way for the future build out of that intersection with appropriate through lanes and turning lanes as necessary.

As indicated, the City, Tribe and Mr. Fields are anxious to close escrow on the components of this arrangement and having the County's determination would assist the Banning City Council in moving forward with its Acceptance of the Grant of Right of Way in an appropriate manner.

If you have any questions or would like to set up a time to discuss this matter in person or by phone, please do not hesitate to contact me.

Thank you for your prompt review and determination in this matter.

Very truly yours,

Patty Nevins

Patty Nevins, Community Development Director
City of Banning

Exhibits: A- D

cc: Rochelle Clayton, Interim City Manager
Kevin G. Ennis, City Attorney

11303.0015\2171919v1.doc

Cushman, Melissa

From: Kevin G. Ennis <KEnnis@rwglaw.com>
Sent: Monday, April 23, 2018 11:14 AM
To: Cushman, Melissa
Cc: Patty Nevins (pnevins@ci.banning.ca.us); 'avela@ci.banning.ca.us'; rclayton@ci.banning.ca.us
Subject: City of Banning's Request for Letter Confirming Exemption from County Planning Review under Gov. Code Section 65402 for City's Acquisition of Right of Way

Melissa,

Thank you for your telephone conversation this morning regarding the City of Banning's request that the County's Planning Department determine that the City's acquisition of right of way at the northeast corner of Hathaway and Wilson Streets is exempt from County Planning Commission review under Government Code Section 65402.

As a follow-up to our call, you asked me to provide you with additional background as to why the City's acquisition of this Right of Way from the Morongo Band of Mission Indians (the "Tribe") would fall with the County Code's exemption for street alignment projects. This e-mail supplements the background information provided to the County in the City's letter to Juan Perez dated April 4, 2018.

The current intersection of Hathaway and Wilson Streets is limited to one lane in each direction going north and south on Hathaway. The Grant of Right of Way will allow for the widening of that intersection to permit the future build out and alignment of that intersection so as to provide left and right turning lanes to and from the east Wilson Street segment of that intersection and similar improvements to Hathaway to facilitate safer turning movements at that intersection. In addition, the current intersection is complicated by the Tribe's diagonally intersecting street segment known as Morongo Road that intersects the northeast quadrant of the Hathaway/Wilson intersection thereby creating a five-way intersection. Under the proposed Grant of Right of Way, the Tribe will temporarily relocate and realign the intersecting segment of Morongo Road to a point on Hathaway or Wilson that is further away from its current intersecting point at the Hathaway/Wilson intersection so as to eliminate that five-way intersection and then eventually permanently realign Morongo Road to intersect Hathaway Street at Hoffer Street. This realignment of Morongo Road that will be accomplished by the Grant of Right of Way will eliminate the safety and logistical complication of having traffic signals and traffic movements sequenced through a five-way intersection and instead allow the intersection to function as a more normal four-way intersection.

For these reasons, the City believes that the City's acquisition of the Grant of Right of Way from the Tribe qualifies as an acquisition for street widening or alignment projects and is therefore exempt from County Planning Commission review under Subsections (E) or (F) of County Code Section 17.08.120. The City requests that the County's Planner send a letter to the City concurring in this exemption from County Planning Commission review under Government Code Section 65402 so that the City can complete the acceptance of the Tribe's Grant of Right of Way.

Let me know if you need additional information to assist the County Planner in reviewing this matter. Also, if you have any further questions, please do not hesitate to contact me. Thank you.

Kevin G. Ennis
Shareholder
RWG LAW

RICHARDS WATSON GERSHON
355 South Grand Avenue, Suite 4000
Los Angeles, CA 90071
T: 213.626.8484
D: 213.253.0221
E: kennis@rwglaw.com
W: rwglaw.com

ATTACHMENT 3

Grant of Right of Way

Recorded at the
U.S. Department of the Interior
Bureau of Indian Affairs
Land Titles and Records Office
Document Number: 4200080193
Date: 2018 MAY 02 05:29 PM
LTRO: Pacific

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above for Recorder's Use Only
(Exempt from Recording Fee per Gov. Code §6103)

Right of Way No.:4200080193
Tribal Tract No(s): 1021

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PACIFIC REGION

GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs (**BIA**), Department of the Interior, Pacific Region, 2800 Cottage Way, Sacramento, CA 95825, for and on behalf of the Morongo Band of Mission Indians (**Tribe**), hereinafter referred to as **GRANTOR**, under the authority contained in 209 DM 8, 230 DM 1, 3IAM 4, and Sacramento Redele gation Order No. 1 (43 FR 30131, July 13, 1978), and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), Section 3607 of the Water Infrastructure Improvements for the Nation Act ("Legislation") Pub. L. 114-322; and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration the receipt of which is hereby acknowledged does hereby grant to the **City of Banning**, a municipal corporation, 99 E. Ramsey Street, Banning, CA 92220, and its successors and assigns, hereinafter referred to as **GRANTEE(S)**, an easement for public road and utility purposes (**Easement**), over and across a portion of the Morongo Indian Reservation lying within Lot 43 of Section 2, Township 3 South, Range 1 East, San Bernardino Base and Meridian, in the County of Riverside, State of California.

This Easement is limited to, and more particularly described to be an "L" shaped area of land located generally at the northeast corner of Hathaway Street and Wilson Street adjacent to the eastern boundary of the City of Banning, California, and within the Morongo Indian Reservation, having one of its segments parallel to and abutting Hathaway Street and being approximately 50 feet in width and 556 feet in length and the other segment parallel to and abutting the easterly projection of Wilson Street and being approximately 110 feet in width and 489 feet in length, and containing 1.67 acre more or less, as described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto, both of which are made a part hereof as required pursuant to 25 CFR 169.125(d).

4200080193

This Easement is subject to the following terms, conditions and requirements:

1. **Existing Rights**. This Easement is subject to any valid existing right of adverse claim and is without limitation as to tenure so long as the Easement is used for the purposes above specified.

2. **Cancellation**. This Easement may be cancelled by the Tribe and Grantee as a negotiated remedy pursuant to 25 CFR 169.403 for any of the following causes, upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for cancellation consistent with the terms of 25 CFR 169.405:

   A. Failure to comply with any term(s) or condition(s) of this easement, or the applicable regulations.

   B. A non-use of the right-of-way for any consecutive two-year period following the commencement of construction of the right-of-way improvements.

   C. Failure to construct right-of-way improvements within the right-of-way within twenty (20) years of the recordation of this easement.

3. **Existing Jurisdiction**. The Tribe maintains its existing jurisdiction over tribal activities and persons within the right-of-way and the City shall have jurisdiction over all non-tribal activities and persons within the right-of-way. The Tribe shall not have the power to tax the land, any improvements on the land, or any person or activity within, the right-of-way or to exercise civil jurisdiction over non-tribal activities or members within the right-of way. Except as provided above, the character of the land subject to the right-of-way shall be Indian country under 18 U.S.C. 1151.

4. **Compliance with Law**. GRANTEE shall comply with all applicable federal and tribal law.

5. **Compliance with Applicable Federal Regulations**. This grant is subject to the following provisions pursuant to 25 CFR 169.125:

   A. The Tribe has the right to reasonable access to the tribal lands subject to the grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety;

   B. The GRANTEE has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;

   C. BIA may treat any provision of a grant that violates Federal law as a violation of the grant;

   D. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties,

resources, remains, or items will cease and the GRANTEE will contact BIA and the Tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.

E. GRANTEE must:

(i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;

(ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;

(iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right- of-way was granted, or reclaim the land if agreed to by the landowners;

(iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;

(v) Comply with all applicable laws and obtain all required permits;

(vi) Not commit waste;

(vii) Operate, repair and maintain improvements consistent with the right-of-way grant;

(viii) Build and maintain necessary and suitable crossings for all currently existing roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;

(ix) Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;

(x) At all times keep the BIA, and the Tribe for tribal land, informed of the grantee's address;

(xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;

(xii) Comply with the due diligence requirements under § 169.105; and

(xiii) Notify the BIA, and the Tribe for tribal land, if it files for bankruptcy or is placed in receivership.

F. Unless GRANTEE would be prohibited by law from doing so, GRANTEE must also:

(i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises;

(ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

6. **Exceptions and Realignment of Morongo Road's intersection with Hathaway Street.** GRANTOR and the Tribe acknowledge and agree that:

A. Section 5(E)(ii) above shall not require GRANTEE to pay any damages and compensation or provide any bonds or other security in connection with the street or utility improvements within the right-of-way.

B. Section 5(E)(viii) above shall not require GRANTEE to incur any expense relating to the realignment of the intersection of Morongo Road with Hathaway Street to the intersection of Hathaway Street and Hoffer Street or any other point along Hathaway Street or Wilson Street.

C. Upon construction of a public road in the Easement area, the existing intersecting segment of Morongo Road at Hathaway Street shall be closed and if the Tribe has not already relocated or realigned Morongo Road to intersect Hathaway Street at Hoffer Street or some other point approved by GRANTEE, the Tribe shall be prohibited from constructing a curb cut, driveway or road intersection for Morongo Road on either Hathaway Street or Wilson Street that is less than 100 feet from the intersection of Wilson Street and Hathaway Street.

D. If the Tribe has not relocated or realigned Morongo Road from its current intersection at Hathaway Street by the time roadway improvements are constructed in the Easement area, GRANTEE, or a permittee of GRANTEE, shall temporarily realign Morongo Road to intersect at Wilson Street or Hathaway Street through a driveway that is located at least 100 feet from the intersection of Wilson Street and Hathaway Street. In such event, GRANTEE shall not be responsible to install any curb or gutter within the realigned Morongo Road or to relocate any utilities within Morongo Road except and only to the extent necessary to complete the roadway improvements within Wilson Street.

4200080193

Additionally, Tribe hereby grants GRANTEE, or GRANTEE'S permittee, a temporary construction easement over those portions of the adjacent Tribal land necessary for the construction of that temporary realignment of Morongo Road, which temporary easement is conditioned upon the Tribe not first constructing such realigned Morongo Road.

7. **Encroachment** (25 CFR 169.10 and 25 CFR 169.125). Grantor or the Tribe shall have the right, during the term of this easement and to the extent not already improved by Grantee, to improve the right-of-way with public street and utility improvements. Additionally, Grantor or the Tribe shall have the right to install curb cuts to provide access to the right-of-way from property owned by Grantor or the Tribe, subject to sections 6(C) and (D) and reasonable approval rights of the City, which may only be withheld for health and safety purposes (including traffic safety).

8. **Permanent Improvements** (25 CFR 169.130). The City of Banning shall be the owner of any permanent improvements constructed during the term of the Grant and, upon the termination of this easement, said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be abandoned by the City for landowner to take possession of and title to the permanent improvements or as otherwise negotiated.

9. **Amendment.** This grant may not be amended except as provided in 25 CFR 169.204 - 169.206.

10. **Assignment** (25 CFR 169.207). This grant may not be assigned without Grantors consent and BIA approval. If assigned, the assignment and supporting documents will be sent to BIA for approval and recording in the Land Titles and Records Office (LTRO).

11. **Mortgage** (25 CFR 169.210). This grant may not be mortgaged without Grantors consent and BIA approval. If mortgaged, the mortgage and supporting documents will be sent to BIA for approval and recording in the LTRO.

12. **Effective Date** (25 CFR 169.301). The Grant of Easement will be effective on the date it is approved by the Secretary.

13. **Remedies** (25 CFR 169.403). Any disputes regarding violations, abandonment, or non-use may be addressed initially through non-binding mediation, and thereafter, GRANTOR'S remedies shall be limited to those provided in Section 2 of this Agreement and GRANTEE'S remedies shall be limited to specific performance and declaratory and injunctive relief.

14. **Binding Effect.** The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

15. **Additional Conditions or Restrictions.** This grant incorporates by reference the conditions or restrictions set out in GRANTOR's consents, attached here.

4200080193

Morongo Band of Mission Indians
12700 Pumarra Road
Banning, CA 92220
951-849-4697

CERTIFICATION OF CONTENTS OF MOTION

I, the undersigned Executive Recording Secretary for the Morongo Band of Mission Indians ("Tribe"), in my capacity as the official record keeper of the Tribe, do hereby certify that on March 20, 2018, the Morongo Tribal Council approved Motion Number 032018-05, the text of which reads as follows:

Motion to approve the issuance by the Bureau of Indian Affairs form of Grant of Right-of-Way to the City of Banning in connection with the land exchange approved by the General Membership and authorized by Section 3607 of the WIIN Act.

I further certify that Motion Number 032019-05 was approved at a duly noticed General Council Meeting of the Morongo Tribal Council held on 03/20/2018, at which a quorum was present, and that the original of said motion is in the official records of the Morongo Band of Mission Indians.

In witness whereof, I sign my name this 23rd day of March, 2018

Sandra Plunk
Executive Recording Secretary
Morongo Band of Mission Indians

42-0008-0193

IN WITNESS WHEREOF, GRANTOR has executed this grant of right-of-way this 25TH day of APRIL, 2018.

UNITED STATES OF AMERICA

BY: Merrel Harris

U.S. Department of the Interior
Bureau of Indian Affairs
Pacific Region
Acting Regional Director
2800 Cottage Way
Sacramento, CA 95825

ACKNOWLEDGEMENT

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

State of California)
County of _____) SS.

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

42000801193

ACKNOWLEDGEMENT

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

State of California

County of)

On April 25, 2018, before me, Sharron Fallis, a notary public, personally appeared Mervel Bryan Harris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature Sharron Fallis

Notary Public

SHARRON FALLIS
Notary Public - California
Sacramento County
Commission # 2223340
My Comm Expires Dec 19, 2021

4200080193

EXHIBIT "A"
LEGAL DESCRIPTION
TO ACCOMPANY DEED TO RESTRICTED INDIAN LANDS
WILSON ROAD AND HATHAWAY STREET

Those certain parcels of land located within the Morongo Indian Reservation, located in the County of Riverside, State of California, being that portion of Section 2 of Township 3 South, Range 1 East, San Bernardino Meridian, as shown on the Official Plat thereof, more particularly described as follows:

BEGINNING at the southwest corner of said Section 2;

Thence along the southerly line of the southwest quarter of said Section 2 South 89°40'06" East 489.00 feet to a line parallel with and 489.00 feet easterly of the westerly line of said Section 2;

Thence along said parallel line North 00°21'44" East 110.00 feet to a line parallel with and 110.00 feet northerly of said southerly line of the southwest quarter of Section 2;

Thence along said parallel line North 89°40'06" West 408.63 feet;

Thence North 44°39'11" West 42.94 feet to a line parallel with and 50.00 feet easterly of the westerly line of said Section 2;

Thence along said parallel line North 00°21'44" East 415.60 feet to a line perpendicular with the westerly line of said Section 2;

Thence along said perpendicular line North 89°38'16" West 50.00 feet to the westerly line of said Section 2;

Thence along said westerly line South 00°21'44" East 556.00 feet to the **POINT OF BEGINNING.**

CONTAINING: 1.76 Acres, more or less.

SUBJECT TO ALL RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND COVENANTS OF RECORD.

Graphically Depicted on EXHIBIT "B", attached hereto and by this reference made a part hereof.

This legal description and accompanying

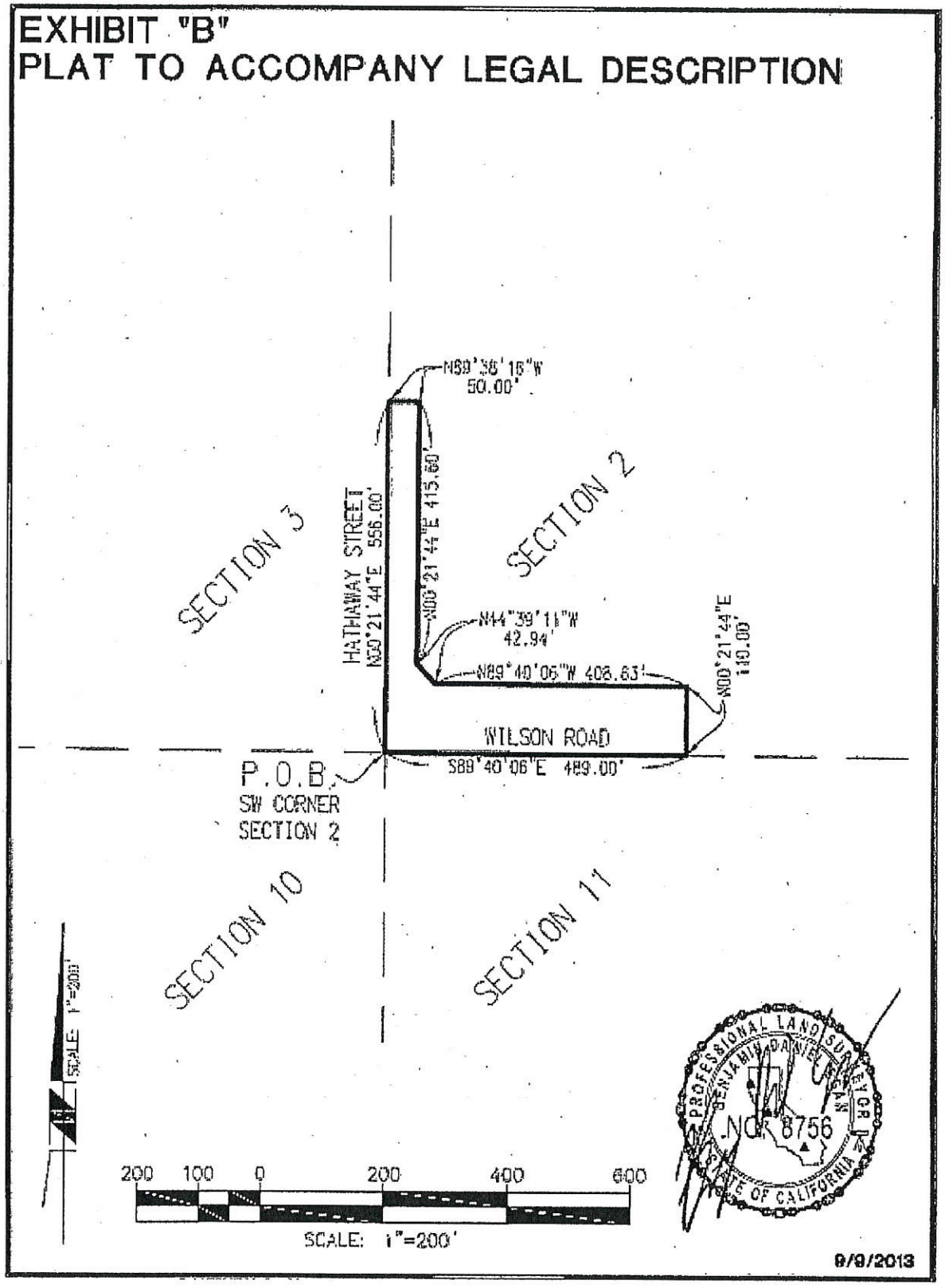
Plat were prepared by me or under my direction:

Benjamin Daniel Egan, PLS 8756
September 9, 2013

Page 1 of 1

420008019 3

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



4200080193

MORONGO INDIAN RESERVATION, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1 SHEETS

LAND EXCHANGE MAP

DEPICTING PORTIONS OF SECTIONS 1, 2 AND 12 OF, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S B M

BENJAMIN DANIEL EGAN, P L S 8756 PREPARED MAY 22, 2014

LEGAL DESCRIPTION – PARCEL "A": "FIELDS LANDS"

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 1, TOWNSHIP 3 SOUTH RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AS DESCRIBED IN A GRANT DEED RECORDED SEPTEMBER 26, 1994 AS INST NO 366502, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS

PARCEL 1

RIVERSIDE COUNTY TAX ASSESSOR PARCEL NOS 532060-002-8 AND 532060-003-9 ("DOMINANT TENEMENT") WHICH IS DESCRIBED AS FOLLOWS,

THAT PORTION OF THE SOUTH HALF OF SECTION 1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING ON THE NORTH LINE OF SOUTH HALF OF SAID SECTION 1 AT A POINT 20 00 WEST OF THE NORTHEAST CORNER OF SAID SOUTH HALF, SAID POINT ALSO BEING THE WEST RIGHT-OF-WAY OF FIELDS ROAD DEEDED TO THE COUNTY OF RIVERSIDE AND DESCRIBED IN BOOK 2552, PAGE 528, ACCEPTED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 28, 1959

THENCE SOUTH 00° 12 56" WEST 1684 63 FEET MORE OR LESS, ALONG SAID WEST RIGHT-OF-WAY PARALLEL WITH AND 20 00 FEET WEST OF THE EAST LINE OF SAID SECTION 1 TO A POINT ON THE NORTHEAST MARGIN OF AN ELECTRIC TRANSMISSION EASEMENT AS DESCRIBED IN THE GRANT OF EASEMENT RECORDED AUGUST 10, 1945 IN BOOK 896 PAGES 175 THROUGH 177 OF OFFICIAL RECORDS

THENCE NORTH 30°48 00" WEST ALONG THE NORTHEAST MARGIN OF SAID ELECTRIC TRANSMISSION EASEMENT 2696 92 FEET MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 1

THENCE SOUTH 89°41 27" EAST ALONG SAID NORTH LINE 2115 31 FEET MORE OR LESS TO THE POINT OF BEGINNING

PARCEL 2

AN EXCLUSIVE EASEMENT OVER A PORTION OF THE SOUTH HALF OF SECTION 1 TOWNSHIP 3 SOUTH RANGE 1 EAST SAN BERNARDINO BASE AND MERIDIAN ("SERVIENT TENEMENT") AND SHOWN SHADED ON THE MAP ATTACHED HERETO AS EXHIBIT "1" AND MADE A PART HEREOF BY REFERENCE, TO WIDEN OR CAUSE TO BE WIDENED FIELDS ROAD IN A WESTERLY DIRECTION FOR SUCH DISTANCE AS MAY BE ALLOWED OR REQUIRED BY THE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION (BUT NOT TO EXCEED FORTY (40) FEET WEST OF THE EAST LINE OF SAID SECTION 1) AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE DOMINANT TENEMENT HEREINABOVE DESCRIBED

THE EASEMENT GRANTED HEREIN IS APPURTENANT TO PARCEL 1 DESCRIBED ABOVE

THE EASEMENT GRANTED HEREIN INCLUDES THE RIGHT OF THE OWNER OF THE DOMINANT TENEMENT TO HAVE SUCH ACCESS TO, UPON AND ACROSS FIELDS ROAD AND THE SERVIENT TENEMENT AS SHALL BE REASONABLY NECESSARY TO ACCOMPLISH SUCH WIDENING OF FIELDS ROAD

THE EASEMENT HEREIN GRANTED INCLUDES INCIDENTAL RIGHTS OF MAINTENANCE REPAIR AND REPLACEMENT TO THE EXTENT REQUIRED

CONTAINING 41 15 ACRES GROSS, MORE OR LESS

LEGAL DESCRIPTION – PARCEL "B": "MORONGO LANDS" – (TRIBAL TRUST LANDS)

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THOSE PORTIONS OF SECTION 1, 2 AND 12 OF TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2,

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40 05" EAST 489 00 FEET TO A LINE PARALLEL WITH AND 489 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2, SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44 EAST 342 00 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2

THENCE ALONG SAID PARALLEL LINE SOUTH 89 40 05" EAST 2154 30 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2

THENCE ALONG SAID PARALLEL LINE SOUTH 88°36 14" EAST 2636 22 FEET TO THE EASTERLY LINE OF SAID SECTION 2,

THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE SOUTH 88°36'14" EAST 107 02 FEET TO A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1

THENCE ALONG SAID PARALLEL LINE SOUTH 00°12 15" WEST 270 81 FEET TO THE NORTHERLY LINE OF A STRIP OF LAND 16 50 FEET IN WIDTH EXCEPTED FROM GRANT DEED REC 10/7/2004 AS DOC #2004-0797131 OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA (DEPT OF INT FILING 582 173(07),

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47'05" WEST 107 00 FEET TO THE WESTERLY LINE OF SAID SECTION 1,

THENCE ALONG SAID WESTERLY LINE SOUTH 00°12'15" WEST 16 50 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED 16 50 FOOT STRIP

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47 89" EAST 107 00 FEET TO A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1,

THENCE ALONG SAID PARALLEL LINE SOUTH 00°12'15" WEST 52 58 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAID POINT IS LOCATED ON A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 12,

THENCE ALONG SAID PARALLEL LINE SOUTH 00°03'26" WEST 1044 17 FEET TO THE NORTHERLY LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED AUGUST 19 1963 AS INST #87113 AND THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 26 1957 AS INST #84726 BOTH OF OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE SAID NORTHERLY RIGHT OF WAY LINE BEING DEPICTED CALTRANS RIGHT-OF-WAY MAP NO 984524 FILED IN BOOK 204 PAGE 91 OF CALTRANS RIGHT-OF-WAY MAPS AND CALTRANS RIGHT-OF-WAY MAP NO 402 194 FILED IN BOOK 255 PAGE 263 OF CALTRANS RIGHT-OF-WAY MAPS, BOTH ON FILE IN THE MISC RECORDS OF THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY OF RIVERSIDE,

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 71 02'50" WEST 113 17 FEET TO THE WESTERLY LINE OF SAID SECTION 12

THENCE ALONG SAID WESTERLY LINE OF SECTION 12 NORTH 00°03'26" EAST 1081 36 FEET TO THE SOUTHEAST QUARTER OF THE AFOREMENTIONED SECTION 2

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 2 NORTH 88 36'14" WEST 2641 66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2 NORTH 89 40 05" WEST 2181 30 FEET TO THE TRUE POINT OF BEGINNING

RESERVING THEREFROM AN EASEMENT FOR INGRESS EGRESS AND UTILITIES MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'05" EAST 2563 30 FEET TO A POINT 67 00 FEET WESTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 2 SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE NORTH 00°21 44" EAST 342 00 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89 40 05" EAST 60 58 FEET TO A LINE PARALLEL WITH AND 342 00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2

THENCE ALONG SAID PARALLEL LINE SOUTH 88°36 14" EAST 30 02 FEET

THENCE SOUTH 00°21 44" WEST 342 06 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2,

THENCE ALONG SAID SOUTHERLY LINE NORTH 88°36'14" WEST 33 02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH 89°40 05" WEST 66 98 FEET TO THE TRUE POINT OF BEGINNING

PARCEL CONTAINING 41 31 ACRES GROSS MORE OR LESS

SUBJECT TO ALL RIGHTS RIGHTS-OF-WAY EASEMENTS AND COVENANTS OF RECORD

LEGAL DESCRIPTION – PARCEL "B": "MORONGO LANDS" – (PORTION OWNED IN FEE)

THAT CERTAIN PARCEL OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 1, TOWNSHIP 3 SOUTH RANGE 1 EAST SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, BEING THE WESTERLY 107 00 FEET OF A 16 50 FOOT WIDE STRIP OF LAND EXCEPTED FROM GRANT DEED REC 10/7/2004 AS DOC #2004-0797151, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA (DEPT OF INT FILING 582 173(07) LYING 8 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SECTION 1, DISTANT THEREON NORTHERLY 54 15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 1,

THENCE WESTERLY IN A DIRECT LINE TO A POINT IN THE WESTERLY LINE OF SAID SECTION1 DISTANT THEREON NORTHERLY 60 00 FEET FROM THE SOUTHWEST CORNERS OF SAID SECTION 1

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED WESTERLY SO AS TO TERMINATE IN THE WEST LINE OF SAID SECTION 1 AND SHALL BE PROLONGED EASTERLY SO AS TO TERMINATE IN A LINE PARALLEL WITH AND 107 00 FEET EASTERLY OF SAID WESTERLY LINE OF SECTION 1

CONTAINING 0 04 ACRES MORE OR LESS

SUBJECT TO ALL RIGHTS RIGHTS-OF-WAY, EASEMENTS AND COVENANTS OF RECORD

LEGAL DESCRIPTION – PARCEL "C": "BANNING LAND"

THAT CERTAIN PARCEL OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, A DESCRIBED IN A QUITCLAIM DEED RECORDED SEPTEMBER 28, 1959 IN BOOK 2552 PAGE 528 OF DEEDS OFFICIAL RECORDS OF SAID COUNTY AS FOLLOWS

THE EASTERLY RECTANGULAR 20 FEET OF THE S 1/2 OF SECTION 1, T 3 S , R 1 E , S B M , EXCEPTING THEREFROM THAT PARCEL OWNED BY BUEL KEITH DAVIS AND EFFIE ELOIS DAVIS AND THAT PARCEL OWNED BY E VAN FLEET IN SAID SOUTH 1/2

CONTAINING 1 21 ACRES, MORE OR LESS

LEGAL DESCRIPTION – PARCEL "D" "EASEMENT TO BANNING"

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF SECTION 2 OF TOWNSHIP 3 SOUTH RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40 05" EAST 489 00 FEET TO A LINE PARALLEL WITH AND 489 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2;

THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44"EAST 110 00 FEET TO A LINE PARALLEL WITH AND 110 00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE NORTH 89°40 05"WEST 488 53 FEET

THENCE NORTH 44°39 11" WEST 42 54 FEET TO A LINE PARALLEL WITH AND 50 00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2,

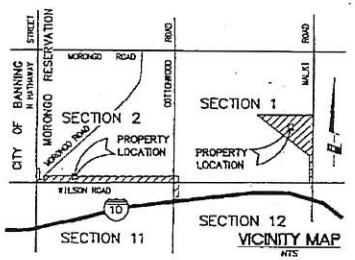
THENCE ALONG SAID PARALLEL LINE NORTH 00°21 44"EAST 415 60 FEET TO A LINE PERPENDICULAR WITH THE WESTERLY LINE OF SAID SECTION 2;

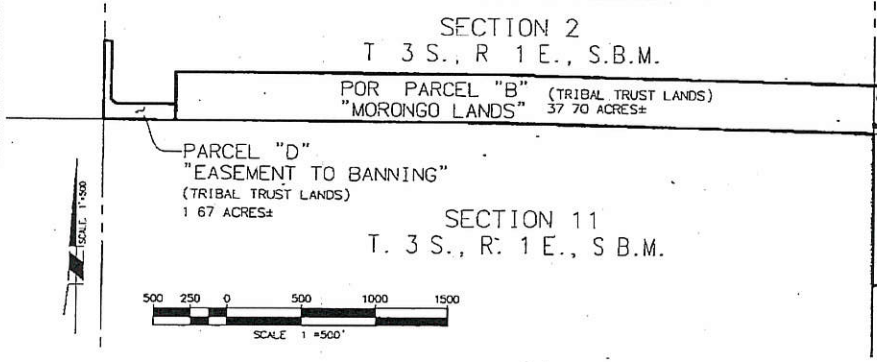
THENCE ALONG SAID PERPENDICULAR LINE NORTH 89°38'16"WEST 50 00 FEET TO THE WESTERLY LINE OF SAID SECTION 2

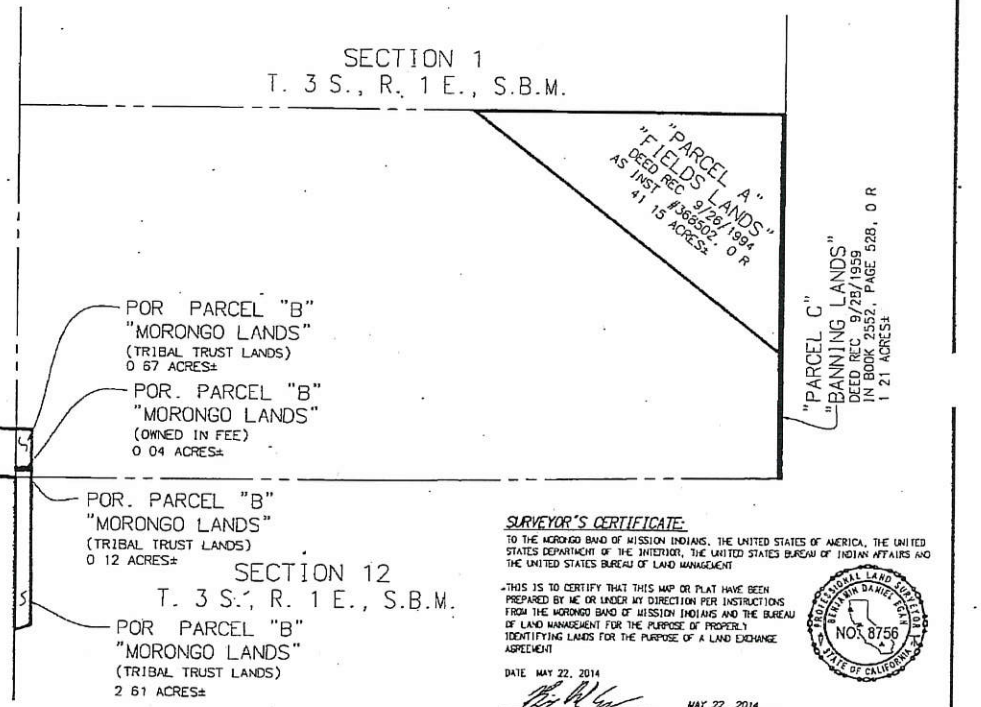
THENCE ALONG SAID WESTERLY LINE SOUTH 00°21'44"WEST 556 00 FEET TO THE POINT OF BEGINNING

CONTAINING 1 76 ACRES, MORE OR LESS

SUBJECT TO ALL RIGHTS, RIGHTS OF WAY, EASEMENTS AND COVENANTS OF RECORD







SURVEYOR'S CERTIFICATE:

TO THE MORONGO BAND OF MISSION INDIANS, THE UNITED STATES OF AMERICA, THE UNITED STATES DEPARTMENT OF THE INTERIOR, THE UNITED STATES BUREAU OF INDIAN AFFAIRS AND THE UNITED STATES BUREAU OF LAND MANAGEMENT

THIS IS TO CERTIFY THAT THIS MAP OR PLAT HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION PER INSTRUCTIONS FROM THE MORONGO BAND OF MISSION INDIANS AND THE BUREAU OF LAND MANAGEMENT FOR THE PURPOSE OF PROPERLY IDENTIFYING LANDS FOR THE PURPOSE OF A LAND EXCHANGE AGREEMENT

DATE MAY 22, 2014

BENJAMIN DANIEL EGAN
P L S 8756

MAY 22, 2014
DATE

PROFESSIONAL LAND SURVEYOR BENJAMIN DANIEL EGAN NO. 8756 STATE OF CALIFORNIA

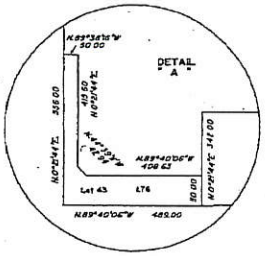
185

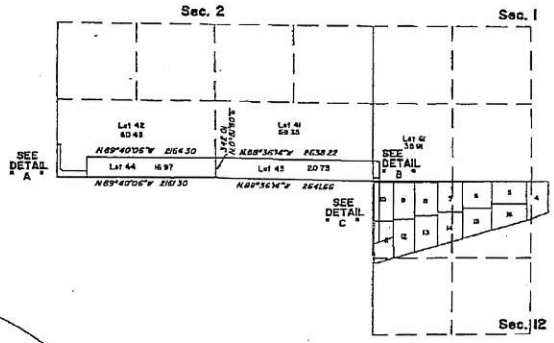
42000801 93

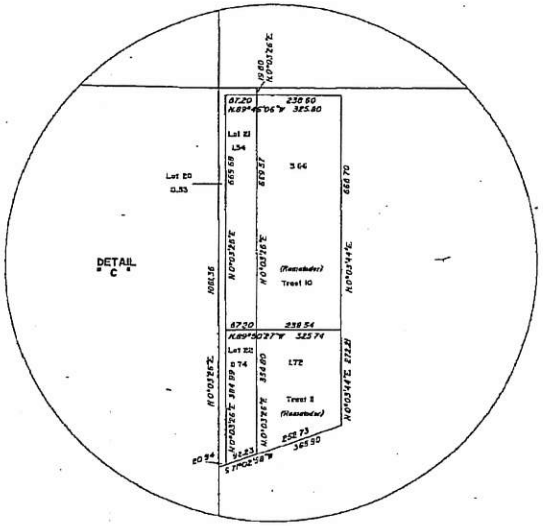
OFFICIALLY FILED ORIGINAL

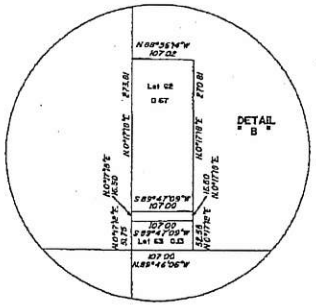
TOWNSHIP 3 SOUTH, RANGE 1 EAST, OF THE SAN BERNARDINO MERIDIAN, CALIFORNIA.

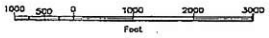
SUPPLEMENTAL PLAT OF PORTION OF SECTIONS 1, 2, AND 12











This supplemental plat, showing new lottings in sections 1, 2, and 12, Township 3 South, Range 1 East, San Bernardino Meridian, California, is based on the township plats approved June 8, 1880 and accepted December 11, 1918, and local maps by Benjamin Daniel Egan, California Professional Land Surveyor No 8756, recorded with the U S Department of the Interior, Bureau of Indian Affairs, Land Title and Records Office, document no S812SC3607, on May 18, 2017

Lot 43 of Sec 2, is based on Parcel "D" – Lots 44 and 45 of Sec 2, Lots 20, 21, and 22 of Sec 12, Lots 62 and 63 of Sec 1, are based on Parcel "B" – as shown on the Land Exchange Map, dated May 22, 2014, by Benjamin Daniel Egan, P L S 8756

This plat was prepared pursuant to the WINN Act, Public Law No 114-322, (12-16-2016), Sec 3607 - Morongo Band of Mission Indians, and the request of the Morongo Band of Mission Indians and Lloyd L Fields, owner of record

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SACRAMENTO, CALIFORNIA

This plat, having been correctly prepared in accordance with the requirements of law and this Bureau, is hereby accepted.

For the Director

June 30, 2017

Acting, for Jon L. Kehler
Chief Cadastral Surveyor for California

FCW

CA270030S0010E00513

T. 3 S., R. 1 E., S.B.M.

186

42000801 93

Prepare in Duplicate

Date: **Wednesday, May 02, 2018**

4200080193

To: Manager, LTRO, Morongo Realty Dept., Banning, CA

From: Morongo Realty Department
12700 Pumarra Rd.
Banning, CA 92220
(O) 951-849-4697

Please record the attached document(s), identified by items 1 thru 5:

		Checklist			
(1) Reservation Code:	582	**Survey Plat Map**	☒		
(2) Tract(s):	T 1021, LOT 43	**LDR Certification**	☒		
(3) Document Class:	HW	**Creates Partition**	☐	**Managed Tract**	☐
(4) Conveyance Type:		**ID Verification**	☐		
(5) Realty File No.	4200080193				

Grantor(s) - ID/DOB: MORONGO BAND OF MISSION INDIANS

Grantee: - ID/DOB: CITY OF BANNING/582C105640

Remarks: HATHAWAY ST/WILSON ST, PURSUANT TO WIIN ACT

Julia Cloninger, Realty Officer

I certify that the attached documents are in conformity with existing laws and regulations.

For Title Plant use only:

Reception Entered by: ___ Imaged by: ___ Date 5/2/2018

Remarks:

Return to Sender

The documents identified by items (1) thru (6) above, have been recorded in the Trust Asset Accounting Management System (TAAMS) repository.

☒ Document attached ☒ Document retained and filed

5/2/2018
Date

Michael Cannon, LTRO Manager

Document No.

4200080193

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above for Recorder's Use Only
(Exempt from Recording Fee per Gov. Code §6103)

Right of Way No.:_____
Tribal Tract No(s):_____

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PACIFIC REGION

GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs (**BIA**), Department of the Interior, Pacific Region, 2800 Cottage Way, Sacramento, CA 95825, for and on behalf of the Morongo Band of Mission Indians (**Tribe**), hereinafter referred to as **GRANTOR**, under the authority contained in 209 DM 8, 230 DM 1, 3IAM 4, and Sacramento Redelegation Order No. 1 (43 FR 30131, July 13, 1978), and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), Section 3607 of the Water Infrastructure Improvements for the Nation Act ("Legislation") Pub. L. 114-322; and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration the receipt of which is hereby acknowledged does hereby grant to the **City of Banning**, a municipal corporation, 99 E. Ramsey Street, Banning, CA 92220, and its successors and assigns, hereinafter referred to as **GRANTEE(S)**, an easement for public road and utility purposes (**Easement**), over and across a portion of the Morongo Indian Reservation lying within Lot 43 of Section 2, Township 3 South, Range 1 East, San Bernardino Base and Meridian, in the County of Riverside, State of California.

This Easement is limited to, and more particularly described to be an "L" shaped area of land located generally at the northeast corner of Hathaway Street and Wilson Street adjacent to the eastern boundary of the City of Banning, California, and within the Morongo Indian Reservation, having one of its segments parallel to and abutting Hathaway Street and being approximately 50 feet in width and 556 feet in length and the other segment parallel to and abutting the easterly projection of Wilson Street and being approximately 110 feet in width and 489 feet in length, and containing 1.67 acre more or less, as described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto, both of which are made a part hereof as required pursuant to 25 CFR 169.125(d).

This Easement is subject to the following terms, conditions and requirements:

1. **Existing Rights**. This Easement is subject to any valid existing right of adverse claim and is without limitation as to tenure so long as the Easement is used for the purposes above specified.

2. **Cancellation**. This Easement may be cancelled by the Tribe and Grantee as a negotiated remedy pursuant to 25 CFR 169.403 for any of the following causes, upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for cancellation consistent with the terms of 25 CFR 169.405:

   A. Failure to comply with any term(s) or condition(s) of this easement, or the applicable regulations.

   B. A non-use of the right-of-way for any consecutive two-year period following the commencement of construction of the right-of-way improvements.

   C. Failure to construct right-of-way improvements within the right-of-way within twenty (20) years of the recordation of this easement.

3. **Existing Jurisdiction**. The Tribe maintains its existing jurisdiction over tribal activities and persons within the right-of-way and the City shall have jurisdiction over all non-tribal activities and persons within the right-of-way. The Tribe shall not have the power to tax the land, any improvements on the land, or any person or activity within, the right-of-way or to exercise civil jurisdiction over non-tribal activities or members within the right-of way. Except as provided above, the character of the land subject to the right-of-way shall be Indian country under 18 U.S.C. 1151.

4. **Compliance with Law**. GRANTEE shall comply with all applicable federal and tribal law.

5. **Compliance with Applicable Federal Regulations**. This grant is subject to the following provisions pursuant to 25 CFR 169.125:

   A. The Tribe has the right to reasonable access to the tribal lands subject to the grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety;

   B. The GRANTEE has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;

   C. BIA may treat any provision of a grant that violates Federal law as a violation of the grant;

   D. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties,

resources, remains, or items will cease and the GRANTEE will contact BIA and the Tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.

E. GRANTEE must:

(i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;

(ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;

(iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right- of-way was granted, or reclaim the land if agreed to by the landowners;

(iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;

(v) Comply with all applicable laws and obtain all required permits;

(vi) Not commit waste;

(vii) Operate, repair and maintain improvements consistent with the right-of-way grant;

(viii) Build and maintain necessary and suitable crossings for all currently existing roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;

(ix) Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;

(x) At all times keep the BIA, and the Tribe for tribal land, informed of the grantee's address;

(xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;

(xii) Comply with the due diligence requirements under § 169.105; and

(xiii) Notify the BIA, and the Tribe for tribal land, if it files for bankruptcy or is placed in receivership.

F. Unless GRANTEE would be prohibited by law from doing so, GRANTEE must also:

(i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises;

(ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

6. **Exceptions and Realignment of Morongo Road's intersection with Hathaway Street.** GRANTOR and the Tribe acknowledge and agree that:

A. Section 5(E)(ii) above shall not require GRANTEE to pay any damages and compensation or provide any bonds or other security in connection with the street or utility improvements within the right-of-way.

B. Section 5(E)(viii) above shall not require GRANTEE to incur any expense relating to the realignment of the intersection of Morongo Road with Hathaway Street to the intersection of Hathaway Street and Hoffer Street or any other point along Hathaway Street or Wilson Street.

C. Upon construction of a public road in the Easement area, the existing intersecting segment of Morongo Road at Hathaway Street shall be closed and if the Tribe has not already relocated or realigned Morongo Road to intersect Hathaway Street at Hoffer Street or some other point approved by GRANTEE, the Tribe shall be prohibited from constructing a curb cut, driveway or road intersection for Morongo Road on either Hathaway Street or Wilson Street that is less than 100 feet from the intersection of Wilson Street and Hathaway Street.

D. If the Tribe has not relocated or realigned Morongo Road from its current intersection at Hathaway Street by the time roadway improvements are constructed in the Easement area, GRANTEE, or a permittee of GRANTEE, shall temporarily realign Morongo Road to intersect at Wilson Street or Hathaway Street through a driveway that is located at least 100 feet from the intersection of Wilson Street and Hathaway Street. In such event, GRANTEE shall not be responsible to install any curb or gutter within the realigned Morongo Road or to relocate any utilities within Morongo Road except and only to the extent necessary to complete the roadway improvements within Wilson Street.

Additionally, Tribe hereby grants GRANTEE, or GRANTEE'S permittee, a temporary construction easement over those portions of the adjacent Tribal land necessary for the construction of that temporary realignment of Morongo Road, which temporary easement is conditioned upon the Tribe not first constructing such realigned Morongo Road.

7. **Encroachment** (25 CFR 169.10 and 25 CFR 169.125). Grantor or the Tribe shall have the right, during the term of this easement and to the extent not already improved by Grantee, to improve the right-of-way with public street and utility improvements. Additionally, Grantor or the Tribe shall have the right to install curb cuts to provide access to the right-of-way from property owned by Grantor or the Tribe, subject to sections 6(C) and (D) and reasonable approval rights of the City, which may only be withheld for health and safety purposes (including traffic safety).

8. **Permanent Improvements** (25 CFR 169.130). The City of Banning shall be the owner of any permanent improvements constructed during the term of the Grant and, upon the termination of this easement, said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be abandoned by the City for landowner to take possession of and title to the permanent improvements or as otherwise negotiated.

9. **Amendment**. This grant may not be amended except as provided in 25 CFR 169.204 - 169.206.

10. **Assignment** (25 CFR 169.207). This grant may not be assigned without Grantors consent and BIA approval. If assigned, the assignment and supporting documents will be sent to BIA for approval and recording in the Land Titles and Records Office (LTRO).

11. **Mortgage** (25 CFR 169.210). This grant may not be mortgaged without Grantors consent and BIA approval. If mortgaged, the mortgage and supporting documents will be sent to BIA for approval and recording in the LTRO.

12. **Effective Date** (25 CFR 169.301). The Grant of Easement will be effective on the date it is approved by the Secretary.

13. **Remedies** (25 CFR 169.403). Any disputes regarding violations, abandonment, or non-use may be addressed initially through non-binding mediation, and thereafter, GRANTOR'S remedies shall be limited to those provided in Section 2 of this Agreement and GRANTEE'S remedies shall be limited to specific performance and declaratory and injunctive relief.

14. **Binding Effect**. The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

15. **Additional Conditions or Restrictions.** This grant incorporates by reference the conditions or restrictions set out in GRANTOR's consents, attached here.

IN WITNESS WHEREOF, GRANTOR has executed this grant of right-of-way this _____day of _____, 2018.

UNITED STATES OF AMERICA

BY:_____

U.S. Department of the Interior
Bureau of Indian Affairs
Pacific Region
Regional Director
2800 Cottage Way
Sacramento, CA 95825

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF THE RIGHT OF WAY

EXHIBIT "A"
LEGAL DESCRIPTION
TO ACCOMPANY DEED TO RESTRICTED INDIAN LANDS
WILSON ROAD AND HATHAWAY STREET

Those certain parcels of land located within the Morongo Indian Reservation, located in the County of Riverside, State of California, being that portion of Section 2 of Township 3 South, Range 1 East, San Bernardino Meridian, as shown on the Official Plat thereof, more particularly described as follows:

BEGINNING at the southwest corner of said Section 2;

Thence along the southerly line of the southwest quarter of said Section 2 South 89°40'06" East 489.00 feet to a line parallel with and 489.00 feet easterly of the westerly line of said Section 2;

Thence along said parallel line North 00°21'44" East 110.00 feet to a line parallel with and 110.00 feet northerly of said southerly line of the southwest quarter of Section 2;

Thence along said parallel line North 89°40'06" West 408.63 feet;

Thence North 44°39'11" West 42.94 feet to a line parallel with and 50.00 feet easterly of the westerly line of said Section 2;

Thence along said parallel line North 00°21'44" East 415.60 feet to a line perpendicular with the westerly line of said Section 2;

Thence along said perpendicular line North 89°38'16" West 50.00 feet to the westerly line of said Section 2;

Thence along said westerly line South 00°21'44" East 556.00 feet to the **POINT OF BEGINNING.**

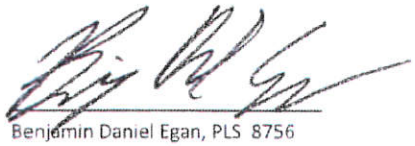
CONTAINING: 1.76 Acres, more or less.

SUBJECT TO ALL RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND COVENANTS OF RECORD.

Graphically Depicted on EXHIBIT "B", attached hereto and by this reference made a part hereof.

This legal description and accompanying

Plat were prepared by me or under my direction:



Benjamin Daniel Egan, PLS 8756
September 9, 2013

Page **1** of **1**

EXHIBIT B

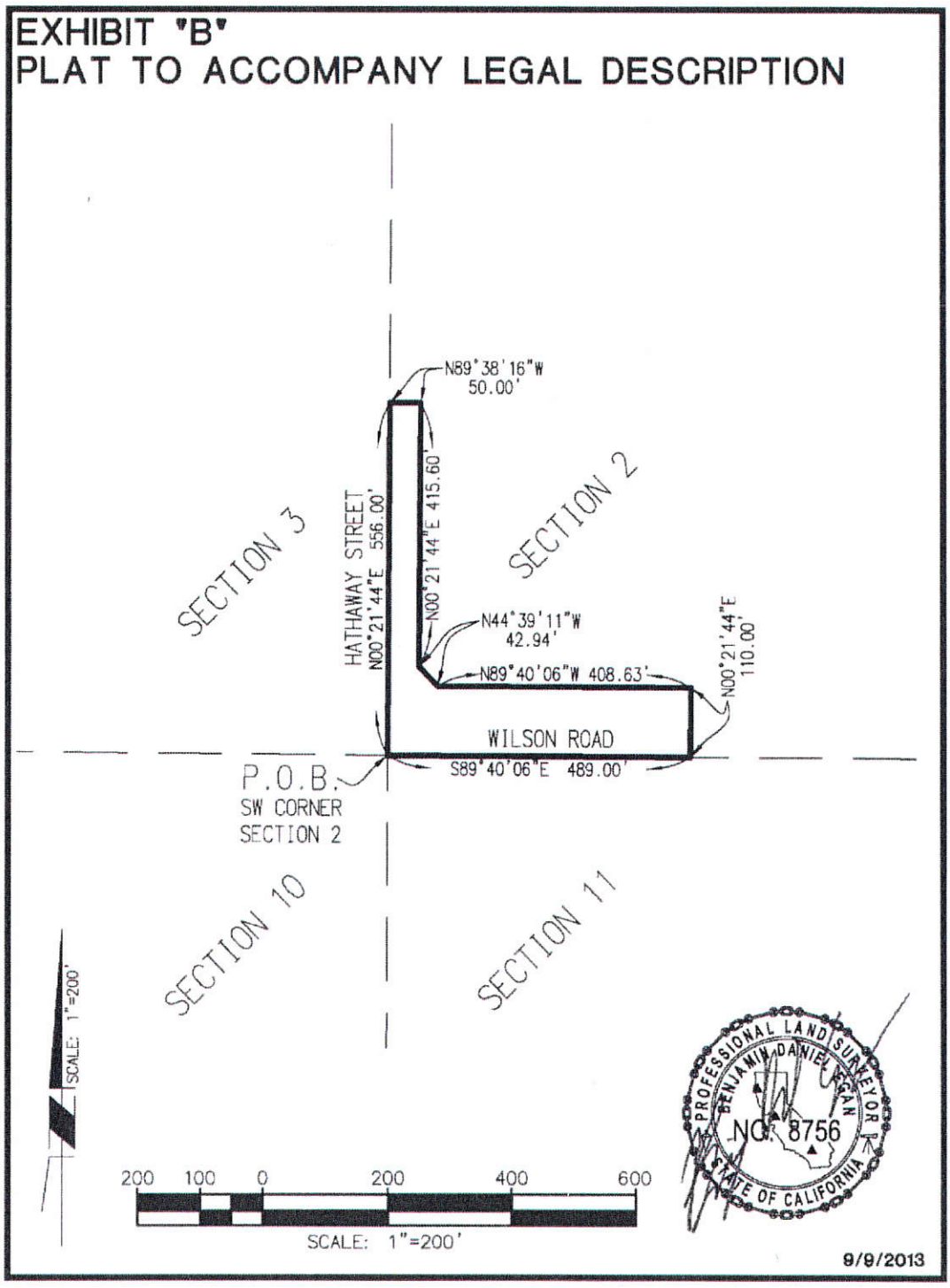


EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
N89°38'16"W
50.00'
HATHAWAY STREET
N00°21'44"E 556.00'
N00°21'44"E 415.60'
SECTION 3
SECTION 2
N44°39'11"W
42.94'
N89°40'06"W 408.63'
N00°21'44"E
110.00'
WILSON ROAD
S89°40'06"E 489.00'
P.O.B.
SW CORNER
SECTION 2
SECTION 10
SECTION 11
SCALE: 1"=200'
200 100 0 200 400 600
SCALE: 1"=200'
PROFESSIONAL LAND SURVEYOR
BENJAMIN DANIEL KEAN
NO. 8756
STATE OF CALIFORNIA
9/9/2013

ATTACHMENT 4

Certificate of Acceptance

When Recorded Mail To:
City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

SPACE FOR RECORDER'S USE

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the Grant of Right of Way from **The Bureau of Indian Affairs on behalf of the Morongo Band of Mission Indians** dated April 25, 2018, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this May 22, 2018, and by adoption of Resolution No. 2018-60 the grantee consents to recordation thereof by its duly authorized agent.

Dated:_____

CITY OF BANNING

By_____
Sonja De La Fuente, Deputy City Clerk

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 _____, 2018, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Art Vela, Director of Public Works**
Tammi Phillips, Management Analyst

MEETING DATE: **May 22, 2018**

SUBJECT: **Receive and File Bulky Item Community Clean-up Event Update**

RECOMMENDED ACTION:

This is informational only; receive and file report.

BACKGROUND:

Every year the City of Banning partners with Waste Management for two free community clean-up events held at Dysart Park. The five-hour event allows Banning residents to dispose of large unwanted household items that do not fit in the regular trash cart. In addition to accepting bulky items, e-waste collection and onsite shredding service is also provided.

The first of the 2018 semiannual events was held on Saturday, April 14, 2018 with a vehicle count of 480. Collected were 43.6 tons of municipal solid waste, 6.5 tons of green waste, 11.7 tons of metal, 3.0 tons of e-waste and 2.7 tons of mattresses. Total tons collected by Waste Management was 67.6 with 24 tons being diverted from the landfill. The number of tons collected equates to Waste Management servicing approximately 3,380 homes. A total of 1000 pounds were collected in household batteries and 5,060 pounds of paper was shredded. The amount of paper shredded equates to approximately 168 banker's boxes.

FISCAL IMPACT:

The material cost associated with producing the event was $3,000, which funded the printing of the double sided flyer and bill stuffing service, payment to the shred vendor,

and the cost of battery disposal. The event is staffed by the Public Works Department, Street Division. Staff time and material costs were funded by the Refuse fund.

Approved by:

Rochelle Clayton
Interim City Manager

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Patty Nevins, Community Development Director**

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-66, Authorizing a Letter of Opposition to Senate Bill 1302 (Lara)**

RECOMMENDED ACTION:

That the City Council approve Resolution 2018-66, authorizing an opposition letter to SB 1302 (Lara).

GOAL STATEMENT:

General Plan Land Use Element:

- A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents.
- Preserve and enhance the City's neighborhoods.

Economic Development Element:

- A balanced, broadly-based economy that provides a full range of economic and employment opportunities, including sales tax and property tax generation while maintaining high standards of development and environmental protection.

BACKGROUND:

In 2016, California voters passed Proposition 64, legalizing recreational cannabis in the state while giving local jurisdictions the authority to decide whether or not to allow commercial cannabis uses within their communities. SB 1302 (Lara) proposes to require local jurisdictions to allow cannabis deliveries within their jurisdictions.

On May 2, 2018, the State's Senate Governance and Finance Committee heard SB 1302 (Lara); it would next be considered by the Senate Appropriations Committee and if passed, would face a two-thirds vote threshold by the Senate.

The League of California Cities has written a letter in opposition to SB 1302 (attached).

JUSTIFICATION:

After passage of Proposition 64 legalizing recreational use of cannabis in California, the City of Banning did not approve commercial cannabis uses but rather, decided to wait and observe the impacts of such uses where approved in other jurisdictions. The City Council subsequently formed an ad hoc committee to research and discuss commercial cannabis, and currently staff is drafting regulations to be considered that would allow limited commercial cultivation, manufacturing and testing cannabis uses within the City, subject to certain restrictions and permitting requirements.

SB 1302 would require that local jurisdictions allow additional commercial cannabis uses (deliveries) not currently allowed in nor contemplated by the City. This legislation would disrupt the city's current approach of contemplating limited commercial cannabis uses and taking a gradual approach to consideration of such uses. Further, cannabis deliveries in the City could result in additional law enforcement challenges.

FISCAL IMPACT:

The pending legislation could result in negative impacts to the City's General Fund due to additional law enforcement needs.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2018-66
2. Letters of Opposition – Draft
3. League of California Cities Letter
4. Current Legislation Text.

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-66

RESOLUTION 2018-66

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, OPPOSING CALIFORNIA SENATE BILL 1302 (LARA)

WHEREAS, on February 16, 2018 Senate Bill 1302 (Lara) was introduced; and

WHEREAS, Senate Bill 1302 (Lara), seeks to introduce additional onerous requirements on local agencies in connection with commercial cannabis uses; and

WHEREAS, existing law states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate commercial cannabis businesses; and

WHEREAS, Senate Bill 1302 (Lara) would prohibit a local government from adopting or enforcing any ordinance that would prohibit a licensee from delivering cannabis within or outside of the jurisdictional boundaries of the local jurisdiction; and

WHEREAS, Senate Bill 1302 (Lara) precludes local communities from deciding what is desired and appropriate for their communities; and

WHEREAS, Senate Bill 1302 (Lara) further places undue hardship on local agencies wherein requiring approval of cannabis deliveries could result in additional law enforcement needs and challenges; and

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

SECTION 1. The Banning City Council adopts Resolution 2018-66 opposing California Senate Bill 1302 (Lara).

SECTION 2. The Mayor is authorized to execute an opposition letter to SB 1302 and transmit it to the Bill's author.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-66, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Letter of Opposition - Draft

CITY OF BANNING

99 E. Ramsey Street · P.O. Box 998 · Banning, CA 92220 · (951) 849-2414

OFFICE OF THE CITY COUNCIL

May 22, 2018

The Honorable Ricardo Lara
Chair, Senate Appropriations Committee
State Capitol Building, Room 5050
Sacramento, CA 95814

RE: SB 1302 (Lara) Cannabis: Local Jurisdiction: Prohibitions on Delivery
Notice of Opposition *(as Amended 4/26/18)*

Dear Senator Lara:

The City of Banning respectfully opposes SB 1302 (Lara), which would essentially force local jurisdictions to allow cannabis deliveries within their jurisdictions. This bill goes against the intent of voters who passed Proposition 64 by removing a local jurisdictions ability to allow or ban cannabis deliveries.

Existing law, constructed by both the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and Proposition 64, states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate cannabis businesses. SB 1302 would fundamentally alter this pillar of cannabis legalization by prohibiting local jurisdictions from adopting or enforcing ordinances that would prohibit a cannabis licensee from delivering cannabis within or outside of the boundaries of that local jurisdiction.

Furthermore, existing law also states that a local jurisdiction shall not prevent delivery of cannabis or cannabis products on public roads by a licensee acting in compliance with local and existing law. This provision, enacted by the voters of California, already authorizes licensees to use public roads for cannabis deliveries regardless of if the jurisdiction allows for deliveries. Consequently, this bill would remove the ability for local jurisdictions to decide if cannabis deliveries should be allowed in their communities.

The majority of City of Banning voters did not vote in favor of Proposition 64. Since that time, the City has taken a measured response to consideration of new cannabis uses. Currently, ordinance amendments to allow a limited number of commercial cultivation cannabis, manufacturing and testing uses are being drafted for consideration. The City currently prohibits commercial retail sales. The mobile nature of cannabis delivery would pose unique and likely more difficult enforcement challenges than other commercial cannabis uses for local law enforcement and presents an unnecessary hardship for cities that are already disadvantaged

SB 1302 removes the ability for local communities to decide what is appropriate for their communities by removing the authority to ban deliveries. In so doing, this bill will remove a critical part of the local enforcement model of cannabis legalization and open up all communities to having cannabis delivered to their front doors. This is contrary to the framework understood by the voters when approving Prop. 64.

There are potentially far reaching fiscal implications for local jurisdictions that, under this bill, would be required to allow deliveries. With the influx of cannabis deliveries, there would be associated public safety

costs for enforcement and safety of the public. With the current state of cannabis business being all cash, delivery cars are prime targets for theft or burglary.

Also, some patience with this newly-minted law is required. As California's experiment with legalizing cannabis unfolds, many jurisdictions that opted not to allow sales and distribution within their jurisdiction are observing the experience in other jurisdictions. In time, as the successful examples of local implementation emerge, more jurisdictions can be expected to alter their policies and permit the sales and use of cannabis.

For these reasons, the City of Banning opposes SB 1302.

Sincerely,

George Moyer, Mayor
CITY of BANNING

cc. Mike Morrell, Senate, 23rd District
Chad Mayes, Assembly, 23rd District
Meg Desmond, League of California Cities, cityletters@cacities.org

CITY OF BANNING

99 E. Ramsey Street · P.O. Box 998 · Banning, CA 92220 · (951) 849-2414

OFFICE OF THE CITY COUNCIL

May 22, 2018

The Honorable Mike McGuire
Chair, Senate Governance and Finance Committee
State Capitol Building, Room 5061
Sacramento, CA 95814

RE: SB 1302 (Lara) Cannabis: Local Jurisdiction: Prohibitions on Delivery
Notice of Opposition *(as Amended 4/26/18)*

Dear Senator McGuire:

The City of Banning respectfully opposes SB 1302 (Lara), which would essentially force local jurisdictions to allow cannabis deliveries within their jurisdictions. This bill goes against the intent of voters who passed Proposition 64 by removing a local jurisdictions ability to allow or ban cannabis deliveries.

Existing law, constructed by both the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and Proposition 64, states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate cannabis businesses. SB 1302 would fundamentally alter this pillar of cannabis legalization by prohibiting local jurisdictions from adopting or enforcing ordinances that would prohibit a cannabis licensee from delivering cannabis within or outside of the boundaries of that local jurisdiction.

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Also, some patience with this newly-minted law is required. As California's experiment with legalizing cannabis unfolds, many jurisdictions that opted not to allow sales and distribution within their jurisdiction are observing the experience in other jurisdictions. In time, as the successful examples of local implementation emerge, more jurisdictions can be expected to alter their policies and permit the sales and use of cannabis.

For these reasons, the City of Banning opposes SB 1302.

Sincerely,

George Moyer, Mayor
CITY of BANNING

cc. Mike Morrel, Senate, 23rd District
Chad Mayes, Assembly, 42nd District
Meg Desmond, League of California Cities, cityletters@cacities.org

ATTACHMENT 3

League of California Cities Letters

LEAGUE® OF CALIFORNIA CITIES

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

May 3, 2018

The Honorable Ricardo Lara
Chair, Senate Appropriations Committee
State Capitol Building, Room 5050
Sacramento, CA 95814

RE: **SB 1302 (Lara) Cannabis: Local Jurisdiction: Prohibitions on Delivery**
Notice of Opposition *(as Amended 4/26/18)*

Dear Senator Lara:

The League of California Cities must respectfully oppose your SB 1302 (Lara), which would essentially force local jurisdictions to allow cannabis deliveries within their jurisdictions. This bill goes against the intent of voters who passed Proposition 64 by removing a local jurisdictions ability to allow or ban cannabis deliveries.

Existing law, constructed by both the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and Proposition 64, states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate cannabis businesses. SB 1302 would fundamentally alter this pillar of cannabis legalization by prohibiting local jurisdictions from adopting or enforcing ordinances that would prohibit a cannabis licensee from delivering cannabis within or outside of the boundaries of that local jurisdiction.

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SB 1302 removes the ability for local communities to decide what is appropriate for their communities by removing the authority to ban deliveries. In so doing, this bill will remove a critical part of the local enforcement model of cannabis legalization and open up all communities to having cannabis delivered to their front doors. This is contrary to the framework understood by the voters when approving Prop. 64.

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Also, some patience with this newly-minted law is required. As California's experiment with legalizing cannabis unfolds, many jurisdictions that opted not to allow sales and distribution within their jurisdiction are observing the experience in other jurisdictions. In time, as the successful examples of local implementation emerge, more jurisdictions can be expected to alter their policies and permit the sales and use of cannabis.

For these reasons, the League opposes SB 1302. If you have any questions, please feel free to contact me at (916) 658-8222.

Sincerely,
Daniel Carrigg

Deputy Executive Director, Legislative Director
cc. Members, Senate Appropriations Committee

LEAGUE® OF CALIFORNIA CITIES

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

April 25, 2018

The Honorable Mike McGuire
Chair, Senate Governance and Finance Committee
State Capitol Building, Room 5061
Sacramento, CA 95814

RE: **SB 1302 (Lara) Cannabis: Local Jurisdiction: Prohibitions on Delivery**
Notice of Opposition *(as Amended 4/9/18)*

Dear Senator McGuire:

The League of California Cities must respectfully oppose SB 1302 (Lara), which would essentially force local jurisdictions to allow cannabis deliveries within their jurisdictions. This bill goes against the intent of voters who passed Proposition 64 by removing a local jurisdictions ability to allow or ban cannabis deliveries.

Existing law, constructed by both the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and Proposition 64, states that local jurisdictions have the ability to adopt and enforce local ordinances to regulate cannabis businesses. SB 1302 would fundamentally alter this pillar of cannabis legalization by prohibiting local jurisdictions from adopting or enforcing ordinances that would prohibit a cannabis licensee from delivering cannabis within or outside of the boundaries of that local jurisdiction.

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For these reasons, the League opposes SB 1302. If you have any questions, please feel free to contact me at (916) 658-8222.

Sincerely,
Daniel Carrigg

Deputy Executive Director, Legislative Director

cc. The Honorable Ricardo Lara
Members, Senate Governance and Finance Committee
Anton Favorini-Csorba, Consultant, Senate Governance and Finance Committee
Ryan Eisberg, Consultant, Senate Republican Caucus

ATTACHMENT 4

Current Legislative Text

AMENDED IN SENATE APRIL 26, 2018

AMENDED IN SENATE APRIL 9, 2018

SENATE BILL **No. 1302**

Introduced by Senator Lara
(Coauthors: Senators ~~Galgiani and~~ *Bradford, Galgiani, and* Wieckowski)

February 16, 2018

An act to amend Section 26200 of the Business and Professions Code, relating to cannabis.

LEGISLATIVE COUNSEL'S DIGEST

SB 1302, as amended, Lara. Cannabis: local jurisdiction: prohibitions on delivery.

The Control, Regulate and Tax Adult Use of Marijuana Act of 2016 (AUMA), an initiative measure approved as Proposition 64 at the November 8, 2016, statewide general election, authorizes a person who obtains a state license under AUMA to engage in commercial adult-use cannabis activity pursuant to that license and applicable local ordinances. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities. MAUCRSA authorizes a licensee who obtains a retailer, microbusiness, or a specified type of nonprofit to deliver cannabis or cannabis products, and imposes requirements on the delivery of cannabis or cannabis products. MAUCRSA prohibits a local jurisdiction from preventing the delivery of cannabis or cannabis products on public roads by a licensee who is acting in compliance with MAUCRSA as well as any local law adopted pursuant to MAUCRSA. MAUCRSA generally authorizes a

local jurisdiction to adopt and enforce local ordinances to regulate licensed businesses located within the local jurisdiction.

This bill would prohibit a local government from adopting or enforcing any ordinance that would prohibit a licensee from delivering cannabis within or outside of the jurisdictional boundaries of the local jurisdiction.

The bill would include findings that the changes proposed by this bill address a matter of statewide concern, rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The Control, Regulate and Tax Adult Use of Marijuana Act, an initiative measure, authorizes the Legislature to amend the act to further the purposes and intent of the act with a ⅔ vote of the membership of both houses of the Legislature.

This bill would declare that its provisions further specified purposes and intent of the Control, Regulate and Tax Adult Use of Marijuana Act.

Vote: ⅔. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 26200 of the Business and Professions Code is amended to read:

26200. (a) (1) This division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.

(2) This division shall not be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local license, permit, or other authorization requirements.

(b) This division ~~shall not be interpreted to~~ *does not* require a licensing authority to undertake local law enforcement responsibilities, enforce local zoning requirements, or enforce local licensing, permitting, or other authorization requirements.

(c) A local jurisdiction shall notify the bureau upon revocation of any local license, permit, or authorization for a licensee to engage in commercial cannabis activity within the local jurisdiction. Within 10 days of notification, the bureau shall inform the relevant licensing authorities. Within 60 days of being so informed by the bureau, the relevant licensing authorities shall begin the process to determine whether a license issued to the licensee should be suspended or revoked pursuant to Chapter 3 (commencing with Section 26030).

(d) For facilities issued a state license that are located within the incorporated area of a city, the city shall have full power and authority to enforce this division and the regulations promulgated by the bureau or any licensing authority, if delegated by the state. Notwithstanding Sections 101375, 101400, and 101405 of the Health and Safety Code or any contract entered into pursuant thereto, or any other law, the city shall assume complete responsibility for any regulatory function pursuant to this division within the city limits that would otherwise be performed by the county or any county officer or employee, including a county health officer, without liability, cost, or expense to the county.

(e) This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair or district agricultural association event, provided that the activities, at a minimum, comply with the requirements of paragraphs (1) to (3), inclusive, of subdivision (g), that all participants are licensed under this division, and that the activities are otherwise consistent with regulations promulgated and adopted by the bureau governing state temporary event licenses. These temporary event licenses shall only be issued in local jurisdictions that authorize such events.

(f) This division, or any regulations promulgated thereunder, shall not be deemed to limit the authority or remedies of a city, county, or city and county under any provision of law, including, but not limited to, Section 7 of Article XI of the California Constitution.

(g) Notwithstanding paragraph (1) of subdivision (a) of Section 11362.3 of the Health and Safety Code, a local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or

cannabis products on the premises of a retailer or microbusiness licensed under this division if all of the following are met:

(1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age and older.

(2) Cannabis consumption is not visible from any public place or nonage-restricted area.

(3) Sale or consumption of alcohol or tobacco is not allowed on the premises.

(h) A local jurisdiction shall not adopt or enforce any ordinance that would prohibit a licensee from delivering cannabis within or outside of the jurisdictional boundaries of that local jurisdiction.

SEC. 2. The Legislature finds and declares that Section 1 of this act amending Section 26200 of the Business and Professions Code addresses a matter of statewide concern, rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act applies to all cities, including charter cities.

SEC. 3. The Legislature finds and declares that Section 1 of this act amending Section 26200 of the Business and Professions Code furthers the purposes and intent of the Control, Regulate and Tax Adult Use of Marijuana Act.

O

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Tim Chavez, Fire Department Liason**

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-58, Adopting a Three (3) Year Agreement for Fire Services with Riverside County Fire Department**

RECOMMENDATION:

Approve Agreement for fire service for 3 years with Riverside County Fire Department.

BACKGROUND:

Since 1998 the City of Banning has entered into this agreement with the Riverside County Fire Department for medical, fire protection and other emergency response. This protection is provided by two type 1 engine companies of three firefighters (including one paramedic) per engine. The second engine providing fire protection to the south-west City area is split funded three ways with Beaumont and Riverside County.

JUSTIFICATION:

The City of Banning with approval of this agreement will keep its current level of service to all citizens within the City of Banning, and also cooperatively provide integrated, regional response to surrounding jurisdictions.

FISCAL IMPACT:

Cost to the City for 1.33 fire engine staffing:

FISCAL YEAR 2018/2019
$3,380,776

FISCAL YEAR 2019/2020
$3,561,029

FISCAL YEAR 2020/2021
$3,745,305

OPTIONS:

1. Approve agreement from July 1, 2018-June 30, 2021.
2. Provide fire protection for the City of Banning by some other means.

ATTACHMENTS:

1. Resolution 2018-58
2. Cooperative Agreement for July 1, 2018 through June 30, 2021 (Banning)
3. Cooperative Agreement for July 1, 2018 through June 30, 2021 (Banning and Beaumont)
4. Exhibit A
5. Exhibit C
6. Exhibit D

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-58

RESOLUTION NO. 2018-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE FIRE PROTECTION AGREEMENT WITH RIVERSIDE COUNTY FIRE DEPARTMENT FOR THREE YEARS.

WHEREAS, on May 22, 2018 the City of Banning and the Riverside County Fire Department enter into an agreement entitled "A Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal, and Medical Services" Dated May 22, 2018, and

WHEREAS, THE City of Banning and Riverside County Fire desire to continue this agreement each fiscal year, the Riverside County Fire Department will provide an updated Exhibit "A" during budget planning process each year, and

WHEREAS, the purpose of the Exhibit "A" is to provide timely adjustment to the agreement if needed, and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning hereby approve the "Cooperative Agreement" for fire services with the Riverside County Fire Department.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

_____
George Moyer, Mayor
City of Banning, California

ATTEST:

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

APPROVED AS TO FORM

AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards Watson Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2018-52 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

ATTACHMENT 2

Cooperative Agreement 2018-2021

ATTACHMENT 2

Cooperative Agreement 2018-2021
(Banning)

A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). The Riverside County Fire Department invoices for disaster preparedness and response provided by Riverside County Emergency Management Department. This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be One Thousand Four Hundred Thirteen Dollars ($1,413) per day; or Nine Thousand Eight Hundred Ninety-Six Dollars ($9,896) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2018, to June 30, 2021.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such an action for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Banning from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only

Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF BANNING
City Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220-0998

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF BANNING

Dated: _____

By: _____
Dean Martin, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: _____
GREGORY P. PRIAMOS
County Counsel

(SEAL)

ATTACHMENT 3

Cooperative Agreement 2018-2021
(Banning and Beaumont)

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY

THIS AGREEMENT, was made and entered into this _____ day of _____, 2016, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated November 3, 2015, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated September 10, 2013, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The City of Beaumont and COUNTY desire to contribute among the participating parties, with *each party paying one-third (1/3) of the fire engine staffing costs*.

//

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY within the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for fiscal years 2016/2017 – 2017/2018 (July 1, 2016 – June 30, 2018) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to January 1, 2018.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

The indemnification, audit, disputes, and attorney fees provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan as outlined in the "Banning Cooperative Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE
County Fire Chief
210 W. San Jacinto Ave.
San Jacinto, CA 92570

CITY OF BEAUMONT
City Manager
550 E. 6th Street
Beaumont, CA 92223

CITY OF BANNING
City Manager
99 E. Ramsey
Banning, CA 92220

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

///

///

///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF BANNING

By: _____
Andy Takata, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Marie A. Calderon, City Clerk,

By: _____
Dave Aleshire, City Attorney

(SEAL)

Dated: _____

CITY OF BEAUMONT

By: _____
Alan Kapanicas, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairperson,
Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
ERIC STOPHER,
Deputy County Counsel

By: _____
Deputy

(SEAL)

ATTACHMENT 4

Exhibit A

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
ESTIMATE DATED JANUARY 1, 2018 FOR FY2018/2019 THROUGH FY2020/2021

CITY BUDGETED EXHIBIT "A" ESTIMATES

FISCAL YEAR 2018/2019	$3,380,776
FISCAL YEAR 2019/2020	$3,561,029
FISCAL YEAR 2020/2021	$3,745,305
TOTAL CITY BUDGET **ESTIMATES** FOR FY2018/2019 - FY2020/2021	$10,687,110

ATTACHMENT 5

Exhibit C

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
DATED JULY 1, 2018**

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 20	
Engine E20, RCO No. 05-814	$ 25,800.00
Station 89	
Engine E89, RCO No. 07-815	$ 25,800.00
	$ 51,600.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $516,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

ATTACHMENT 6

Exhibit D

EXHIBIT "D"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
DATED JULY 1, 2018**

PAYMENT FOR ADDITIONAL SERVICES
OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Agreement and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.

CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Rochelle Clayton, Interim City Manager**
PREPARED BY:	**Rochelle Clayton, Interim City Manager**
MEETING DATE:	**May 22, 2018**
SUBJECT:	**Riverside County Grand Jury Report to the City of Banning**

RECOMMENDED ACTION:

Receive and file report from the Grand Jury and direct staff to prepare a response.

JUSTIFICATION:

The Riverside County Grand Jury issued a confidential report to the Banning City Council on April 30, 2018, which was to remain confidential until the close of business on May 2, 2018. The report calls for a response from the City within ninety (90) days. Staff is seeking direction from Council to prepare a response.

BACKGROUND:

The Riverside County Grand Jury scheduled several interviews with City staff and others to inquire into City business. As a result, they issued the report mentioned above which calls out recommendations to the Banning City Council. The City must prepare a response with in ninety (90) days to the agencies of:

1. Superior Court of California, county of Riverside
2. Riverside County Grand Jury
3. Riverside County Clerk-Recorder

Staff shall take Council direction to prepare a response to the agencies, and take the recommended responses to Council at future meeting.

The recommendations to the Banning City Council are identified below, followed by the current practice or status of implementation by City staff, for Council review:

1. The City immediately discontinue and prohibit the use of undocumented and informal "handshake" agreements. The City adopt strict policies for formalizing agreements and/or contracts with private parties. Stricter policies would preclude the appearance of the gifting or misuse of public funds.
    a. *The former practice of "handshake" agreements has been discontinued and staff is developing a policy regarding agreements with both governmental and non-governmental agencies, which shall go to Council for approval.*

2. The City Manager review all contracts and agreements to ensure any terms affecting liabilities that might be borne by the City are reviewed and evaluated by the City Attorney and approved by the City Council in order to minimize or eliminate any risks of financial liability to the City.
    a. *This recommendation is currently in practice.*

3. The City establish a comprehensive policy to address the use of public resources including City labor and/or equipment when providing services to private parties.
    a. *As stated in recommendation no. 1, staff is developing a policy regarding agreements with both governmental and non-governmental agencies, which shall go to Council for approval.*

4. The City establish a policy to review and update all City Policies and Procedures on a regular basis. Policies and Procedures should be made available to the public on the City website.
    a. *The City went through a review of polices in late 2017 with the City's insurance firm, and determined the best course of action is to hire a human resources consulting firm to update all employee and human resource related polices, which shall encompass many of the outdated policies. The Human Resources department is preparing a Request for Proposal to proceed.*

5. The City carefully review and revise its hiring and recruitment processes and procedures, to ensure job objectives and responsibilities for the City Manager's position are clearly defined. The City needs to incorporate and outline expectations and performance measures into the recruitment process for the City Manager. City Councilmembers must comply with City Ordinance 2.08.110 and work with City administrative services exclusively through the City Manager.

6. The City must establish a policy for the training of the new Councilmembers in a timely manner in accordance with AB 1234. Many public and free resources are available for training, including ethics in government, Code of Conduct, proper chain-of-command, transparency in government, and Brown Act obligations. The City Manager should also implement refresher training programs for all City Councilmembers including negotiation skills, civil discourse, and team building.
    a. *The City staff attempted to provide all of the referenced training after the last election, however the Council postponed the training due to a request for the training to include International City Manager Association code of*

ethics for City Managers. The City Manager will develop a policy and take to Council for approval.

7. The City should conduct a biennial review and assessment of the financial burden to the City of any tax-sharing agreements which are more than five years old, and report its findings at a regular open City Council meeting.

   Continuing agreements should be monitored to ensure that future City leaders agree the City is receiving appropriate benefits in return for the forfeiture of a portion of available sales tax revenue.

   a. *Staff will prepare a quarterly report of the tax-sharing agreement status.*

FISCAL IMPACT:

To be determined.

ATTACHMENTS:

1. Riverside County Grand Jury Report to the City of Banning dated April 30, 2018
2. Banning CA Code of Ordinances, Section 2.08.110 – City council to deal only with city manager, referenced in Recommendation no. 5

Approved by:

Rochelle Clayton, Interim City Manager

ATTACHMENT 1

2017-2018 Riverside County Grand Jury Report:
Banning

RECEIVED
CITY OF BANNING
APR 30 2018
CITY MANAGER'S OFFICE
BY:

RIVERSIDE COUNTY GRAND JURY

(951) 955-8990 OFFICE • (951) 955-8989 FAX

April 30, 2018

Banning City Council
99 E Ramsay St
Banning, Ca. 92220

Subject: 2017-2018 Grand Jury Report: City of Banning

Dear Banning City Council,

Please note that Penal Code Section 933 et seq. specifies that you file a response with the following agencies within ninety days.

Becky L. Dugan, Presiding Judge
Superior Court of California, County of Riverside
4050 Main Street
Riverside, CA 92501

Riverside County Grand Jury
Post Office Box 829
Riverside, CA 92502

Riverside County Clerk-Recorder
2720 Gateway Drive
Riverside, CA 92507

Further, it specifies that this report be kept **confidential for a minimum of two working days** prior to public release. The contents of this report will be made public after the close of business **May 2, 2018.**

Sincerely,

Sara Lipchak

Sara Lipchak, Foreperson
2017-2018 Riverside County Grand Jury
Attch.

2017-2018 GRAND JURY REPORT

City of Banning

Background

The city of Banning (City) is located in the San Gorgonio Pass, between Mt. San Gorgonio to the north and Mt. San Jacinto to the south in Riverside County, approximately 30 miles east of the city of Riverside. The City has been rapidly growing in size and population since the 1990s. According to the 2010 U.S. Census Bureau report, the City has a population of 29,603 residents with a median income of $38,919. It is primarily a small working-class city with an annual operating budget of approximately $16 million.

Banning was incorporated in 1913 as a General Law City. General Law cities operate under the general laws of the State of California and have less autonomy than those that adopt their own charter. General Law cities follow laws set forth in the State of California Government Code §34102.

Banning has a Council-Manager form of government with five elected Councilmembers. The City is transitioning from an at-large council election system to one where Councilmembers are elected from individual districts. The City Councilmembers serve four-year terms which are staggered, with three members chosen during one election cycle and two at another. Three of the five Councilmembers were elected from individual districts (Districts 1, 2 and 3) in 2016. The other two will be elected from the remaining districts (Districts 4 and 5) in 2018. Every year, the City Council appoints one of its members as Mayor. Elections are consolidated with general elections in November during even-numbered years. City Councilmembers serve as the legislative branch of city government and vote on laws and proposals relating to various community issues. Councilmembers make legislative decisions dealing with topics such as allocating funds to provide for public services, community development projects, issues of land use, and budget matters.

The City Manager is the Chief Administrative Officer, hired by the City Council and retained on an "at-will" negotiated contract. The City Manager is responsible for the day-to-day operations of Banning. This includes, but is not limited to, the preparation and monitoring of the City's budget. The City Manager supervises the City Departments and staff through department heads, and provides oversight of recruitment, dismissal and disciplining of employees. In addition, the City Manager serves as the main professional and technical advisor to the City Council on government operations.

Methodology

The Riverside County Grand Jury (Grand Jury) obtained information for this report through the review of documents, testimony of officials, and site visitations.

The Grand Jury reviewed the following documents/items:

a. City of Banning, Council meeting video, April 17, 2017

b. Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning

c. Banning City Biennial Budget, Fiscal Years 2013-14 and 2014-15

d. Banning City Biennial Budget, Fiscal Years 2016-17 and 2017-18

e. 2015-2016 Riverside County Grand Jury Report (City of Banning-Banning Chamber of Commerce)

f. Sales Tax Sharing and Operating Agreement between the City of Banning and an auto dealership, February 2017

g. California Government Code §34102, General Law Cities

h. State of California, Department of Transportation, Standard Encroachment Permit Application (Form TR-0100, REV. 03/2015), January 18, 2017

i. Banning Informer article, "Your Tax Dollars at Work: City Work-force Used to Clear Vegetation for Private Business," April 5, 2017 www.thebanninginformer.com/?page_id=9923

j. The Press-Enterprise article, "Questions raised over use of Banning crews for business benefit," Gail Wesson, April 29, 2017, updated May 2, 2017

k. California Assembly Bill (AB) 1234, Article 2.4, Ethics Training §53235.1(b)

l. Letter from the City of Banning Finance Department to the auto dealership to request payment, April 10, 2017

m. Letter from the City of Banning Finance Department, May 2, 2017, to amend the payment request of the April 10, 2017 letter

n. Banning, California – Code of Ordinances/Title 2 – Administration/ Chapter 2.08 – City Manager/2.08.110 – City council to deal only with city manager

The Grand Jury conducted the following interviews:

a. City of Banning, Director of Public Works

b. City of Banning, Interim City Manager/Chief of Police

c. City of Banning, Director of Administrative Services/Deputy City Manager

d. City of Norco, City Manager

e. Three Banning City Councilmembers, individually

f. City of Cathedral City, City Manager

g. City of Banning, former City Manager

The Grand Jury conducted a site visit to the Interstate 10 Freeway right-of-way (brush removal site).

Findings

1. A member of the City Council verbally directed the City Manager to assist a local auto dealership by trimming the brush along the Interstate 10 right-of-way adjacent to the business. The shrubbery obscured the view of the business property. The City Manager directed the Public Works Director to arrange for the trimming of the shrubbery by City employees. The Public Works Director applied for, and received, a no-fee public agency encroachment permit from the California Department of Transportation (Caltrans), and City employees completed the project in early April 2017. There was no written agreement between the City and the auto dealership for this project.

   After this use of City resources became public knowledge through the local media, the City Council directed the Finance Department to prepare an invoice for City services and submit it to the auto dealership. On April 10, 2017, the City received a check in the amount of $3,000 prior to an invoice being prepared. Later that same day, the City calculated the cost of the project at $3,431.66. They then prepared a Reimbursement Request for $431.66 to cover the balance due to the City and submitted the invoice to the auto dealership for payment.

In a subsequent City Council meeting, a Councilmember questioned whether the amount billed to the dealership reflected the full cost to the City, including use of the City equipment. As a result, the Council directed that an amended invoice be prepared to include the equipment costs. The City Administrative Services Director prepared a second invoice on May 2, 2017, in the amount of $3,549.64 for equipment use. The auto dealership then issued a second check bringing the total amount received by the City to $6,981.30, which completed the payment of the amount billed.

A 2015-2016 Riverside County Grand Jury report identified a similar finding of undocumented, informal agreements and recommended:

> *That Banning formalize its financial dealings and not utilize handshakes or past practices with other entities.*

The City continues to engage in informal and undocumented "handshake" agreements with private parties. To date, no policy has been developed or implemented to prohibit the practice of using "handshake" agreements.

2. To benefit a private party, the undertaking of the shrubbery removal project required agreement to an indemnity clause in the Caltrans permit application which was done without legal review or approval of the City Council. This action placed the City at a greater risk of financial liability.

The Caltrans Encroachment Permit Application states:

> *The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the Indemnification provisions stated above shall apply regardless of the existence or degree of*

fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees. [sic]

3. The City has no policy addressing the use of public resources and/or equipment to provide services to private parties.

4. The City's Policies and Procedures manual is outdated. Some of the policies are 40 years old and date back to 1977. Additionally, there is no evidence policies and procedures are being reviewed on a regular basis to ensure that they are relevant and accurate.

5. In the past eight years (2010-2017), the City Council has hired seven individuals to serve as City Manager, Interim City Manager, or Contract City Manager, with some serving in that capacity on a repeat basis. Instability in the relationship of the City Council to the City Manager weakens the effectiveness of City management. This poor and *ineffective* relationship has allowed some City Councilmembers to routinely address City staff directly, thereby circumventing the authority and expertise of the City Manager.

Banning Code of Ordinances expressly states:

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry; and neither the city council nor any member thereof shall give orders to any subordinate of the city manager.

6. In the 2016 election, two incumbent City Councilmembers were re-elected and a third individual was newly elected to the Council. Training on critical matters such as ethics, harassment, and the Brown Act, was not made available to the Councilmembers in a timely manner.

Per California AB 1234, Article 2.4, Ethics Training §53235.1(b)

(b) Each local agency official who commences service with a local agency on or after January 1, 2006, shall receive the training required by subdivision (a) of Section 53235 no later than one year from the first day of service with the local agency. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years.

7. Sales tax sharing agreements are commonly used to encourage businesses to locate and develop large sales tax-generating enterprises within a city. While these can be used to retain a business within a city, they are generally used to attract new businesses. Information obtained from interviews of several city managers revealed these agreements are generally for a short term duration of five to seven years and usually employ an equal sharing of sales tax revenues.

   In Banning, a sales tax sharing agreement between the City and an auto dealership was established by the Redevelopment Agency in 2005. Extension clauses were activated and the agreement was renegotiated in 2012 for an additional five years. When the auto dealership was sold in 2016, a condition of the sale was that the City would accept terms of a new sales tax sharing agreement. This new agreement rebated to the auto dealer 85% of the sales tax due to the City up to a maximum of $3.5 million. These payments will continue for a period not to exceed 15 years or until the auto dealership has received the maximum recoverable amount as defined in the agreement.

   The City has been sharing sales tax revenue with this tax-generating business for 13 years. The agreement with the new owner would extend this substantial reduction in sales tax revenue to the City for up to an additional 15 years.

Recommendations

Banning City Council

1. The City immediately discontinue and prohibit the use of undocumented and informal "handshake" agreements. The City adopt strict policies for formalizing agreements and/or contracts with private parties. Stricter policies would preclude the appearance of the gifting or misuse of public funds.

2. The City Manager review all contracts and agreements to ensure any terms affecting liabilities that might be borne by the City are reviewed and evaluated by the City Attorney and approved by the City Council in order to minimize or eliminate any risks of financial liability to the City.

3. The City establish a comprehensive policy to address the use of public resources including City labor and/or equipment when providing services to private parties.

4. The City establish a policy to review and update all City Policies and Procedures on a regular basis. Policies and Procedures should be made available to the public on the City website.

5. The City carefully review and revise its hiring and recruitment processes and procedures, to ensure job objectives and responsibilities for the City Manager's position are clearly defined. The City needs to incorporate and outline expectations and performance measures into the recruitment process for the City Manager. City Councilmembers must comply with City Ordinance 2.08.110 and work with City administrative services exclusively through the City Manager.

6. The City must establish a policy for the training of the new Councilmembers in a timely manner in accordance with AB 1234. Many public and free resources are available for training, including ethics in government, Code of Conduct, proper chain-of-command, transparency in government, and Brown Act obligations. The City Manager should also implement refresher training programs for all City Councilmembers including negotiation skills, civil discourse, and team building.

7. The City should conduct a biennial review and assessment of the financial burden to the City of any tax-sharing agreements which are more than five years old, and report its findings at a regular open City Council meeting.

   Continuing agreements should be monitored to ensure that future City leaders agree the City is receiving appropriate benefits in return for the forfeiture of a portion of available sales tax revenue.

Report Issued:
Report Public:
Response Due:

ATTACHMENT 2

Banning, CA Code of Ordinances, Section 2.08.110 – City Council to deal only with city manager.

2.08.110 - City council to deal only with city manager.

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry; and neither the city council nor any member thereof shall give orders to any subordinate of the city manager.

(Code 1965, § 2-19.)

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Laurie Sampson, Executive Assistant**

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-52, Approving an Agreement with the County of Riverside Department of Animal Services to Provide Basic Animal Shelter Services, Field Operations and Licensing Services for FY 2018-2019 for an Amount not to Exceed $204,372.**

RECOMMENDED ACTION:

Staff Recommends the City Council adopt Resolution 2018-52, approving an agreement with Riverside County Department of Animal Services to provide basic animal sheltering services, field operations and licensing services from July 1, 2018 through June 30, 2019, and authorizing the Interim City Manager to execute this agreement.

BACKGROUND:

The City of Banning has contracted for animal control services with the City of Beaumont since July 1, 2010. Earlier this year the City of Banning received notice from the City of Beaumont of their intention to terminate services as of June 30, 2018. The Riverside County Department of Animal Services was provided the City's most recent impound statistics and returned an estimate of $204,372 for Fiscal Year 2018-2019.

JUSTIFICATION:

Due to the resignation of the City's current provider, there is an urgent need to secure ongoing animal control services. The City's Animal Shelter is in need of substantial rehabilitation with recent estimates of well over $700,000. Without a local shelter it would not be possible to sub-contract to a vendor other than the Riverside County Department of Animal Services which provides its own facilities.

not be possible to sub-contract to a vendor other than the Riverside County Department of Animal Services which provides its own facilities.

FISCAL IMPACT:

The 2018-2019 budget (001-2300-424.33-90) would require an estimated increase of $47,691.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2018-52
2. Department of Animal Services Proposal
3. Department of Animal Services Agreement
4. City of Beaumont Termination Letter

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-52

RESOLUTION 2018-52

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT WITH RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES TO PROVIDE ANIMAL CONTROL SERVICES FOR THE 2018-2019 FISCAL YEAR NOT TO EXCEED $204,362

WHEREAS, the City of Banning has a need to provide animal control services; and

WHEREAS, the City, after review, has accepted the proposal submitted by the Riverside County Department of Animal Services; and

WHEREAS, the intent of the City is to enter a contract with the Riverside County Department of Animal Services; and

WHEREAS, the Riverside County Department of Animal Services shall provide basic sheltering services, field operations and licensing service from July 1, 2018 through June 30, 2019 for a cost not to exceed $204,372 per the schedule in the agreement; and

WHEREAS, the First Amendment included a term beginning October 14, 2015 and ending June 30, 2016; and

WHEREAS, based on current and anticipated demands staff has determined that it is beneficial to contract with Riverside County Department of Animal Services for the Fiscal Year of 2018-2019 and;

WHEREAS, this agreement includes $47,691 additional costs for services.

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

SECTION 1. The Banning City Council adopts Resolution 2018-52 approving an agreement with Riverside County Department of Animal services for the Fiscal Year 2018-2019 for an annual cost of not to exceed $204,372.

SECTION 2. The Interim City Manager or her designee is authorized to make necessary budget adjustments, appropriations and transfers related to this amendment.

SECTION 3. The City Manager or her designee is authorized to execute the agreement with Riverside County Department of Animal Services.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-52, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

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

ATTACHMENT 2

Department of Animal Services Proposal

DEPARTMENT OF ANIMAL SERVICES
County of Riverside, California

PROPOSAL TO PROVIDE ANIMAL SERVICES

FOR

CITY OF BANNING

BY

COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICES

SUBMITTED ON

April 4, 2018

County of Riverside Department of Animal Services
Department of Administration
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
(951) 358-7442 or (951) 358-5568

DEPARTMENT OF ANIMAL SERVICES
County of Riverside, California

April 4, 2018

City of Banning
125 E. Ramsey Street
Banning, CA 92220

Re: Proposal to provide Animal Services

Dear City Representative,

Enclosed please see the Proposal for Animal Services provided by the County of Riverside Department of Animal Services using the San Jacinto Valley Animal Campus Shelter.

Contracting with the County of Riverside for Animal services will include direct and indirect supervision of all veterinary medical activities in the shelters by the County Chief Veterinarian. This shall include the acquisition and maintenance of a DEA license, and a premise permit to be issued by the California Veterinary Medical Board.

Please review the enclosed proposal for services. We would like to express our appreciation to you and your staff for considering the Riverside County Department of Animal Services. If you have any questions about the documents that you received, please give us a call at (951) 358-7545.

Sincerely,

Robert P. Miller

Robert P. Miller, Director
Riverside County Department of Animal Services

Proposal: City of Banning– Itemization of Projected Contract Costs for Animal Sheltering at the San Jacinto Valley Animal Campus, 581 S. Grand Avenue, San Jacinto CA 92582.

Shelter Services:

Basic Animal Shelter Services includes the following:
All animals impounded into the San Jacinto Animal Campus Shelter receive immediate prompt and necessary veterinary care and husbandry by our highly trained staff in accordance with state law and the veterinary medical board guidelines. In addition to re-homing activities, the department provides full service adoptions and coordinates pet rescue efforts. The San Jacinto Valley Animal Campus operates a low-cost vaccination and microchip clinic four days a week. We welcome and encourage City of Banning residents to participate in the clinic with their pets.

RCDAS does not include owner surrendered cats and dogs in the sheltering cost formula. The pet owners are charged directly for this service. The number of strays impounded is solely based on dogs and cats presented by animal control officers or brought in by the public. After three years of contracting with the County of Riverside, the formula will be based on the prior three fiscal year average to minimize billing fluctuations.

Animal Sheltering at San Jacinto Costs:

Animal Sheltering costs at San Jacinto are based on 842 estimated dog and cat impounds annually x $81 San Jacinto shelter rate = **$68,202*/fiscal year**
*This formula establishes a fixed rate that will be payable in 1/12th monthly increments of **$5,683.50/monthly**

Operational and Maintenance (O&M) Costs:
O&M Costs based on 842 estimated dog and cat impounds annually x $10.86 San Jacinto O&M rate = **$9,144.12*/fiscal year**
*This formula establishes a fixed rate that will be payable in 1/12th monthly increments of **$762.01/monthly**
Large Animal Sheltering @ $20/animal (horses, ponies, cattle) per day of sheltering (additional cost billed on actual use)
Large Animal Sheltering @ $12/animal (swine, goats, sheep) per day of sheltering (additional cost billed on actual use)

Total Shelter Services Costs: **$77,346.12/fiscal year or $6,445.51/monthly**

Field Services

Basic services for Animal Control Officer Field Operations includes the following:

- Respond to calls for assistance from the Public/Law Enforcement /Fire
- Impoundment of stray animals
- Care and treatment of stray/abandoned animals
- Animal bites
- Rabies quarantine and investigations
- Stray and barking animal complaints
- Dead animal pick-up
- Return of impounded animals
- Dog licensing
- Kennel/cattery licensing
- Issuance of warnings/citations
- Public service and education
- Emergency planning and response

There are multiple benefits of utilizing The County Animal Control Officers (ACO) for your city. All RCDAS Animal Control Officers are state certified through Penal Code 832 and are authorized to issue citations, make arrests when necessary, and utilize animal capture equipment such as chemical capture tranquilizing rifles. ACOs are also certified through state and industry authorities such as the California State Humane Officers Academy and The National Animal Control Association. RCDAS Field Operations uses un-incorporated ACOs to backup city officers. In situations such as an area "sweep," or during a declared emergency response, RCDAS has the ability to pull additional officers from other areas in a very short time frame to target the specific needs of the city.

Under the licensure of the Chief Veterinarian by the California Veterinary Medical Board and the DEA, contracting for Field Services shall include training, any required documentation, supervision, and reconciliation of all controlled substances used by animal control officers in the field and elsewhere.

Field Services Cost:

Animal Control Officer (ACO) Full-time (2080 hours ACO $127,026 annually), flat rate billed monthly
Animal Control Officer (ACO) Half-time (1040 hours ACO $63,513 annually), flat rate billed monthly
**If the City desires half an officer, the other half must be funded by another jurisdiction.*

OT Rate $82.00 per hour*
*Minimum 2 hour call out, billed on actual use

Less than Half-time ACO $82.00 per hour (minimum call out 2 hours), billed actual use

Sweep, 1 day (6 hours) $2,460 (by request of City), flat rate billed actual use

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County Issuing Dog Licenses for City:

At City's request County can issue dog licenses for the City. The City will authorize the County to collect and retain any and all canine license revenue generated by City residents during the program and term of the Agreement. All fees collected for dog licenses shall be accounted for by County and credited back to the City on a monthly basis, providing that County shall retain the sum of $6.00 for each dog license issued. In addition to the processing fees, there will be a one-time data conversion fee which is based on the amount and type of City licensing data that needs to be entered into the County's licensing database.

Integrated Canine Licensing Program (ICLP)

In addition to the aforementioned issuing of dog licenses for the City, County can also provide the ICLP. County has developed a dog licensing program which includes highly skilled staff in customer relations and licensing governance, applied GIS technology with access to the property owner data bank and specific smart phone applications at the customer interface. This is coupled with the use of administrative citations, a web based payment platform and a semi-automated vaccination certificate recognition process at the department level. Specifically, the License Officer (LO) can pinpoint service areas where dog licenses are low in number when compared to the human population using GIS mapping applications. License Inspector field services consist of traditional door knocking, observing and or hearing barking dogs and accessing the department's database to determine if licensed dogs reside at that address. Dependent upon the response of the dog owner, the LO may educate the resident in the tenants of pet ownership, issue a citation, or offer compliance solutions in the form of low-cost vaccination and department spay/neuter services. RCDAS aggressively pursues grant funding and has been very successful in utilizing grants to offer free services to these targeted areas; the so called "Healthy Pet Zones".

Usually the revenue generated by the ICLP will offset its cost and reduce the amount of the Agreement. The City will authorize the County to collect and retain any and all canine license revenue generated by City residents during the program and term of the Agreement and will credit back to the City as described above*.

ICLP Costs:

1 License Officer x $127,026
*The cost for one full time License Officer to service an area for 2,080 hours per fiscal year

.50 Office Assistant II (OAII) x **$25,000
**The cost for one full time OAII to process the citations generated by the LO for 2,080 hours per fiscal year

ICLP Service Costs (only): **$152,026/FY**

Optional additional Services at City's request:

Daily flat rates education outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

Outreach event 1 day (9 hours) $2,553 per event flat rate billed on actual use
(The cost to provide 3 staff, 9 hours each, OT rates used due to limited staffing levels – supplemented by volunteers.)

Shot Clinic 1 day (9 hours) $2,783 per event flat rate billed actual use
(The cost to provide 3 clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by City.)

SERVICES	FY18/19
Regular Field Service	$127,026
Over-time Field Services*(billed on actual usage)	$82.00/hr*
Total Field Services	**$127,026**
Shelter Service**(Fixed)	$68,202
Operation & Maintenance**	$9,144
Total Shelter Services	**$77,346**
License Processing ***(Estimated)	$6.00/license
Total for all services	**$204,372**

ATTACHMENT 3

Department of Animal Services Agreement

AGREEMENT FOR ANIMAL SERVICES
BETWEEN THE CITY OF BANNING
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL SERVICES (the "Agreement") is made and entered into by and between the CITY OF BANNING, hereinafter "CITY", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Department of Animal Services hereinafter "COUNTY", collectively hereinafter referred to as "PARTIES".

IT IS THEREFORE AGREED AS FOLLOWS:

1. **COUNTY OBLIGATIONS:**
COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Field Services, and Exhibit B, Scope of Animal Shelter Services, attached hereto and by this reference incorporated herein.

2. **PERIOD OF PERFORMANCE:**
This Agreement shall be effective on July 1, 2018 through June 30, 2019, renewable automatically in one (1) year increments through June 30, 2023, if mutually agreed upon by the PARTIES.

3. **COMPENSATION:**
CITY shall reimburse COUNTY the cost of rendering services hereunder at rates established by the Riverside County Board of Supervisors as specified in Exhibit C Payment Provisions attached hereto and incorporated herein by this reference.

4. **AVAILABILITY OF FUNDING:**
It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with Exhibit C.

5. **HOLD HARMLESS/INDEMNIFICATION:**
5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.

5.4 COUNTY shall indemnify and hold harmless the City of Banning, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the City of Banning, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.5 With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

5.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

6. **INSURANCE:** COUNTY agrees to maintain the following insurance coverage's during the term of this Agreement:

6.1 Workers' Compensation:
COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident.

6.2 Commercial General Liability:
COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than $1,000,000 per occurrence combined single limit.

6.3 Vehicle Liability:
COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than $1,000,000 combined single limit.

6.4 General Insurance Provisions - All lines:

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

7. **TERMINATION:**
CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereinafter.

8. **FORCE MAJEURE;**
8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.
8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. **ALTERATION;**
No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the PARTIES hereto.

10. **SEVERABILITY:**
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. **RECORDS:**
COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

12. **NO THIRD PARTY BENEFICIARY:**
This Agreement between CITY and COUNTY is intended for the mutual benefit of the two signing PARTIES only. No rights are created under this Agreement in favor of any third party or any party who is not a direct signatory to this Agreement.

13. **NONDISCRIMINATION:**
During the performance of this Agreement, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **VENUE:**
Any action at law or in equity brought by either of the PARTIES hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

15. **ASSIGNMENT:**
It is mutually understood and agreed that this Agreement shall be binding upon COUNTY and its successors. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

16. **AMENDMENTS:**
Any amendments, including any supplements, to this Agreement shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire Agreement for Animal Services and supersedes any prior written or oral Agreement inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

17. **NOTICES:**
All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective PARTIES at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:	**CITY:**
Department of Animal Services	City of Banning
Attention: Director	Attention: City Manager
6851 Van Buren Boulevard	125 E. Ramsey Street
Jurupa Valley, CA 92509	Banning, CA 92220

or to such other address(es) as the PARTIES may hereinafter designate in writing.

IN WITNESS WHEREOF, the PARTIES hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE

By: _____
Chuck Washington, Chairman
Board of Supervisors

Dated: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Amrit P. Dhillon,
Deputy County Counsel

CITY OF BANNING

By: _____
Rochelle Clayton
City Manager

Dated: _____

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BANNING
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field services for the City of Banning, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
   - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
   - 1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code or appropriate City Municipal Code.
   - 1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
   - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure.
   - 1.5 **Quarantine:** Quarantine, as prescribed by State law and County Ordinances 630 and 771, codified at Title 6 of the Riverside County Municipal Code, or any successor thereto (hereinafter referred to as "Riverside County Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
   - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside County Ordinances 630 and 878, codified at Title 6 of the Riverside County Municipal Code, or appropriate City Municipal Code.
   - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
   - 1.8 **Return of Impounded Animals**: Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
   - 1.9 **Licenses for Dogs:** County shall issue dog licenses for City residents at City's request. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis, provided, however, that County shall retain the sum of $6.00 for each dog license issued hereunder. County shall verify dog license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City of Banning Municipal Code. County shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.

1.10 **Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.

1.11 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, including the issuance of warning notices or citations as necessary for violations of the provisions of said Riverside County Ordinances and Municipal Code Title 6, State law or City Municipal Codes.

1.12 **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, will indicate to the caller that a response can be expected as per Section 6 below.

2. **Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the San Jacinto Valley Animal Campus, or other County operated shelter at the County's discretion.

3. **License Processing:** Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated Agreement cost.

4. **Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use to provide Agreement services. The COUNTY shall equip, fuel, and maintain said vehicles.

5. **Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's Department within 24 hours if an impounded Animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall indicate on the police report the circumstances of the Animal's disappearance.

6. **Priority of Field Services:**

6.1 **Definitions:** Services are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, and related State and City codes and are assembled for expediency into two categories: Emergency and Non-Emergency. Priority Ranking refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," a defined in Section 6.4 of this Exhibit, it will be referred to the Supervisor for evaluation and processing. Field service activities will be performed daily and generally based upon the priority ranking and based on limited service hours in accordance with Agreement or part-time officer. All calls involving imminent danger scenarios will be responded to within 60 minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other uncontrollable circumstances. An Animal Control Officer will respond to animal medical emergencies and other emergencies involving danger to humans within 30 minutes or less during

regular service hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after regular service hours and holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by the COUNTY. COUNTY shall provide a means for responding to calls for service that take place during limited service periods (as defined below) which are of an emergent nature pursuant to this Exhibit. Field service personnel shall be assigned to patrol and other service field tasks as defined by COUNTY and CITY. The following definitions of "regular service hours," "limited service" and "holidays" are intended to identify the broad time frames during which specific levels of service will be provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30 am to 5:00 pm, Monday through Friday, holidays excepted. "Limited service" shall be deemed to mean between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as herein shall be those as established by the COUNTY and the CITY. The COUNTY shall answer all telephone calls for Field Services during phone center operational hours. Calls shall be received by the COUNTY answering service after hours and on holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests, for service, both emergency and routine, received during regular service hours and after regular service hours, including time and date, when the calls were answered and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this Agreement. Calls for service received after normal business hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this Exhibit.

6.2 **Calls considered as Emergencies to be handled Without Delay:**

- **6.2.1** Animals endangering health or safety of the community.
- **6.2.2** Police Department requests for service.
- **6.2.3** Sick or injured stray animals.
- **6.2.4** Animals in distress.
- **6.2.5** Humane investigations – life threatening. (Depending on immediate circumstance)
- **6.2.6** Venomous snakes

6.3 **Calls Considered as Non-Emergency to be handled during Regular Business Hours:**

- **6.3.1** Pick-up confined, healthy, stray-animals.
- **6.3.2** Dead animal removal.
- **6.3.3** Quarantine investigations.
- **6.3.4** Leash law enforcement.
- **6.3.5** Nuisance animal investigations.
- **6.3.6** Permit investigations.

6.4 **Exceptions:** The Animal Control Director or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. COUNTY shall provide a written report within five (5) business days of making a determination that a variation in priority was required. Qualifying incidents will be determined by the responding officer.

CITY OF BANNING
EXHIBIT B
SCOPE OF ANIMAL SHELTER SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Banning, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the San Jacinto Valley Animal Campus ("Shelter"), or other shelter operated by the County of Riverside at County's discretion. The handling of these animals will comply with the terms of this Agreement. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. **Shelter Services:**

3.1 Treatment of Animals: Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

3.2 Spay and Neuter: Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

3.3 Volunteer Program: Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.

3.4 Enforcement: Enforce all relevant provisions of County of Riverside County Animal Control Ordinances, codified in the Municipal Code at Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.

3.5 Incoming Animal Identification: Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.

3.6 Quarantine: COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.

3.7 Impoundments and Quarantines: COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.

3.8 Incoming Animal Examinations/Assessments: A cursory exam will be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment must include the following:

3.8.1 A physical examination to determine if a medical condition exists which requires a veterinarian's attention

3.8.2 Routine vaccinations and de-worming, as needed
3.8.3 External parasite treatment, as necessary
3.8.4 Document the animal's incoming weight
3.8.5 Scan for microchip identification
3.8.6 Establish unique identifier for the animal
3.8.7 Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.

3.9 Behavioral Assessments: Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.

3.10 Adoption: Animals identified as being available for adoption are placed in adoptable areas of the Shelter.

3.11 Community Adoption Partners: California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."

3.12 Foster Care Placement: A foster care placement program assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.

3.13 Vicious Dogs: Any dog declared or determined to be vicious/dangerous and in custody of the Shelter either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law or at the Director's discretion.

3.14 Euthanasia: Provide humane euthanasia service as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY. Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records will be kept for a period of not less than three (3) years on each euthanized animal including the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia and reason for use of method.

3.15 Drug Enforcement Agency (DEA): Additionally, the COUNTY must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.

3.16 Feeding Protocols: All animals shall be fed in amounts appropriate to meet their nutritional needs.

3.17 Staffing and Volunteers: COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of CITY.

3.18 Holding Periods: COUNTY shall hold all stray impounded animals, not otherwise owner identifiable, for holding periods as required by law.

3.19 Missing Animals: COUNTY shall notify police immediately of any animal found to be

missing from the Shelter that had previously been impounded and/or in protective custody.

3.20 Hours of Operation: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access for the animals, to the extent possible.

3.21 Disease Control and Sanitation: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.22 Provision of Personnel and Supplies: COUNTY will provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports to perform all aspects of the Shelter Services program.

3.23 CITY Access: COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.

3.24 Livestock and Fowl Care: COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing where said expenses reach the amount of $5,000 or greater per incident. Such expenses shall not exceed the amount of $25,000 per incident unless authorized in writing by CITY.

3.25 Animal Disposal: COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable laws.

3.26 Level of Service Provided: COUNTY will provide Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Shelter Service shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.27 Animals Surrendered by their Owners: Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur the prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate for the shelter.

3.28 Licenses for Dogs: COUNTY shall issue dog licenses for City residents at CITY'S request as follows: CITY will provide tags to COUNTY and coordinate the tag numbers to be used with the COUNTY licensing department. All fees collected for dog licenses shall be accounted for by COUNTY and credited to CITY on a monthly basis, provided, however that COUNTY shall retain the sum of $6.00 for each dog license issued hereunder. A one-time data conversion fee may be applicable if CITY data is new to the COUNTY licensing database.

4. Compensation:

4.1 Compensation for Sheltering:

4.1.1 Compensation for shelter services shall be based upon established rate for shelter service at specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in $1/12^{th}$ increments. Additional

costs for large animal sheltering are incurred at $20 per animal per day for horses and cattle and $12 per animal per day for swine, goats and sheep in accordance with ordinance and will be billed based on actual sheltering on a monthly basis.

4.1.2 CITY will be responsible for all costs associated with any/all animals seized within the CITY boundaries which are held in Shelter, including facilities that Agreement with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This Includes animals being held as evidence in a court filing or Rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services

provided. All services provided to each animal involved will be charged as of the current date including but not limited to the following: IMP 1- collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection-if applicable; DA2PPV collection; Boardatella collection; microchip collection; any and all medications provided to each animal; and Personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

4.2 **Compensation for Operations and Maintenance:** Compensation for Operations and Maintenance shall be based upon rate for shelter service at a specified primary shelter location and three prior fiscal year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in $1/12^{th}$ increments.

4.3 **License Processing:** Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated Agreement cost.

4.4 **Outreach Activities:** Daily flat rates educational outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

5. Definitions:

5.1 "Shelter Services," as used in this Agreement shall include, but is not limited to, the following activities:

5.1.1 Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

5.1.2 Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

5.1.3 Counseling and advising animal owners.

5.1.4 Each animal shall be identified individually and photographs of all newly impounded animals shall be posted on the Shelter website.

5.1.5 Ensuring that all dogs, four months and older, released from the Shelter to a resident of Riverside County are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

5.1.6 Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

5.1.7 Proper disposal of dead animals.

5.1.8 Care and maintenance of the Shelter facility, including land and buildings.

"Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

5.2 "Adoptable Animal," shall mean those animals eight weeks of age or older that at or subsequent to the time the animals are impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared as "vicious" under State and/or local laws are unadoptable.

5.3 "Treatable," shall mean an animal with a medical condition such as skin problems bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.

5.4 "Untreatable Animal," shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.

5.5 Impounded animals include animals found running at large, removed from private property or that are taken into the custody by COUNTY or law enforcement.

5.6 Seized animals: animals that are confiscated from an owner when ordered by a court of competent jurisdiction, under Penal Code 597.1 whether the seizure was determined justified or not, when exigent circumstances exist.

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CITY OF BANNING
EXHIBIT C
PAYMENT PROVISIONS

CITY shall pay to COUNTY on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinances 534 and 630 codified as Riverside County Code of Ordinances Title 6-Animals; relative to the services to be performed under this Agreement as follows:

1. **Animal Field Services:**
   1.1 One FTE (Annual) Animal Control Officers: 1 x $127,026* = **$127,026/fiscal year**
   Full-time 40 hours per week
   *The cost to provide one full-time Animal Control Officer to service an area for a total of 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime. Payable monthly in 1/12th increments of **$10,585.50/monthly**.
   1.2 Estimated Overtime Services: $82 per hour
   The cost to provide after-hours services (evenings, weekends and holidays) is charged hourly $82 (minimum call out 2 hours). Estimate is based on past experience. To be billed based on actual usage.
   1.3 Animal Control Target Area Sweeps: $2,460 per target sweep
   (The cost to provide 5 officers for 6 hours to perform target area sweep, to be billed based on actual usage as requested by City.)

2. **Animal Shelter Services:**
   2.1 Animal Sheltering Services: 842 x $81* = **$68,202/fiscal year (FY)**
   Payable in 1/12th increments of **$5,683.50/monthly.**
   Fixed rate based on past Fiscal Year impounds multiplied by the sheltering rate* at San Jacinto Valley Animal Campus.
   2.2 Operational and Maintenance (O&M) Costs: 842 x $10.86***=$9,144.12/FY**
   Payable in 1/12th increments of $762.01/monthly.
   (Fixed rate based on past Fiscal Year impounds multiplied by the O&M rate *for San Jacinto Valley Animal Campus.)
   2.3 Large Animal Sheltering of horses and cattle at $20 per animal per day of sheltering (Additional cost billed on actuals)
   2.4 Large Animal Sheltering of swine, goats and sheep at $12 per animal per day of sheltering (Additional cost billed on actuals)

3. **Outreach Activities:** Daily flat rates for education outreach and shot clinics will be billed based on actual days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for the actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.
   3.1 Shot Clinic: $2,783* per event flat rate billed on actual use
   *The cost for staff, vaccinations and microchips, free to constituents with a 200 cap.
   3.2 Education outreach event $2,553* per event flat rate billed on actual use.
   *The cost to staff an outreach event for the purpose of educating City constituents.

4. **Summary of Compensation for Animal Services:** The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

SERVICES	FY17/18
Regular Field Service	$127,026
Over-time Field Services*	$82/hour
Total Field Services	**$127,026**
Shelter Service**(Fixed)	$68,202
Operation & Maintenance**	$9,144
Total Shelter Services	**$77,346**
License Processing ***	$6/license
Total for all services****	**$204,372**

Rates are subject to change as adopted by the Board of Supervisors

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is two hundred four thousand three hundred seventy two dollars ($204,372) for the period commencing July 1, 2018 through June 30, 2019, renewable automatically in one (1) year increments through June 30, 2023, if mutually agreed upon by the PARTIES. The CITY will be provided prior year impound rates by March 31st each year for following year budgets through June 30, 2023.

*Field services may fluctuate based on actual on call usage.
**Shelter service and Operation Maintenance (O&M) fixed rates are adjusted for each year of Agreement by the following formula: Prior three fiscal year dog/cat impounds times the sheltering/O&M rate. The formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided prior year impound rates by March 31st each year for following year budgets through June 30 2020.
***License processing costs may fluctuate based on actual number of licenses processed.
****Total may fluctuate based on actuals for the fiscal year.

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ATTACHMENT 4

City of Beaumont Termination Letter

BEAUMONT POLICE DEPARTMENT

660 Orange Avenue • Beaumont, CA 92223 • (951) 769-8500

Chief of Police
Sean Thuilliez

April 03, 2018

Rochelle Clayton, Interim City Manager
99 East Ramsey Street
Banning, CA 92222

Dear Ms. Clayton:

This letter is to serve notice that the City of Beaumont intends to terminate the agreement to provide animal services to the City of Banning as stated in Chapter 6 of Agreement effective June 30, 2018.

> 6. **Termination.** The **City** or **Beaumont** may terminate this Agreement at any time, upon 30-days prior written notice; provided, however, that the **City** shall pay for all services rendered to it prior to the date of termination, and **Beaumont** shall reimburse the **City** for any fees and charges collected from recipients of animal control services rendered prior to the termination date but collected thereafter.

Sincerely,

Sean Thuilliez
Chief of Police
Beaumont Police Department

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Kevin G. Ennis, City Attorney**

MEETING DATE: **May 22, 2018**

SUBJECT: **Amendment to Title 6 of the Banning Municipal Code to Regulate and Control the Keeping of Animals**

RECOMMENDATION:

Staff recommends that the City Council introduce and provide the first reading of Ordinance No. 1522 amending Title 6 of the Banning Municipal Code by repealing Chapter 6.04 of the Banning Municipal Code and adding a new Chapter 6.04 of the Banning Municipal Code which adopts by reference the entirety of the Title 6 of the Riverside County Code entitled "Animals", subject to specified exceptions, to regulate and control the keeping of animals; and set the public hearing on the Ordinance for the June 12, 2018 City Council meeting prior to second reading and adoption as required by law.

BACKGROUND:

The City of Banning has contracted for animal control services with the City of Beaumont since July 1, 2010. Earlier this year, the City of Banning received notice from the City of Beaumont of their intention to terminate services as of June 30, 2018. Based on discussions with the Riverside County Department of Animal Services and pursuant to a separate item on this agenda, staff is seeking approval from the City Council for an agreement with the County of Riverside to provide basic animal shelter services, field operations and licensing services for FY 2018-2019. In order to implement the agreement, the City of Banning must adopt the animal control ordinances of the Riverside County Code by reference.

JUSTIFICATION:

Due to the resignation of the City's current provider, there is an urgent need to secure ongoing animal control services and the adoption of the County Code provisions is a necessary component of the City's ability to continue to provide animal control services after June 30, 2018.

OPTIONS:

1. Introduce Ordinance No. 1522 for first reading: An Ordinance of the City of Banning, California, Adopting by Reference Title 6, Animals, of the Riverside County Code as the City's Animal Control Ordinance, and Amending the Banning Municipal Code and set the public hearing for its adoption for the June 12, 2018 meeting

2. Reject Ordinance No. 1522 and provide direction to staff.

3. Make changes to Ordinance No. 1522 and introduce Ordinance No. 1522 for first reading as modified.

STAFF RECOMMENDATION:

Introduce Ordinance No. 1522 for first reading by title only, waive full reading, and direct staff to place this Ordinance on the agenda for the June 12, 2018 regular meeting, for purposes of providing the public hearing and second reading and adoption of the Ordinance.

ATTACHMENTS:

1. Ordinance No. 1522
2. Title 6, "Animals" of the Riverside County Code

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Ordinance No. 1522

ORDINANCE NO. 1522

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ADOPTING BY REFERENCE TITLE 6, ANIMALS, OF THE RIVERSIDE COUNTY CODE AS THE CITY'S ANIMAL CONTROL ORDINANCE, AND AMENDING THE BANNING MUNICIPAL CODE

WHEREAS, the City of Banning ("City") approved an Agreement for Animal Services Between the City of Banning and the County of Riverside on May 22, 2018 ("Agreement"), which requires that the City adopt Title 6 of the Riverside County Code of Ordinances in order for the County to provide animal shelter and field services; and

WHEREAS, California Government Code Section 50022.2, et seq. authorizes the adoption by reference of county and State Codes; and

WHEREAS, a duly noticed public hearing, as required by California Government Code Section 50022.3, has been conducted and concluded prior to the adoption of this Ordinance; and

WHEREAS, at least one (1) copy of Title 6 of the Riverside County Code of Ordinances, certified as full, true and correct, has been filed in the office of the City Clerk of the City of Banning in accordance with the provisions of California Government Code Section 50022.6; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 6.04 (Animal Code) of Title 6 (Animals) of the Banning Municipal Code is hereby repealed, subject to the savings clause set forth in Section 5 of this Ordinance.

SECTION 2. A new Chapter 6.04 (Animal Code) is hereby added to Title 6 (Animals) of the Banning Municipal Code to read as follows:

"**CHAPTER 6.04 -- ANIMAL CODE**

Chapter 6.04 - ANIMAL CODE

6.04.010 - Incorporation by reference.

A. Except as otherwise provided in this chapter, the following chapters of that certain document entitled, "Title 6 -- Animals" of the Riverside County Code, and all appendices, tables, and indices thereto, as the same existed on June 12, 2018 (hereafter "County Animal Code"), are hereby adopted by reference and incorporated as if fully set out herein, and the provisions thereof shall be controlling within the limits

of the city, pursuant to the provisions of Section 50022.1 et seq. of the California Government Code:

1. Chapter 6.04. Animals Generally.

2. Chapter 6.05. Crowing Roosters.

3. Chapter 6.06. Mandatory Altering and Licensing of Miniature Pigs.

4. Chapter 6.08. Dogs, Cats and Other Animals.

5. Chapter 6.12. Abandoned, Neglected and Cruelly Treated Animals.

6. Chapter 6.16. Potentially Dangerous and Dangerous Animals.

7. Chapter 6.20. Noisy Animals.

8. Chapter 6.24. Burros.

B. One copy of the County Animal Code, described in this section, has been deposited in the Office of the City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

6.04.020 - Definitions; amendments to adopted animal code.

Whenever any of the following names or terms are used in the County Animal Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

A. "Animal services director" means the person or entity designated under this chapter as the animal services director for the City of Banning, including but not limited to any person or entity designated by the County of Riverside as the Riverside County animal services director.

B. "Animal services officer" means any person or entity designated under this chapter as the animal services officer for the city, including, but not limited to, any County animal services employee designated to enforce the animal control regulations of this chapter.

C. "City" means the City of Banning.

D. "County animal control ordinance" or "county ordinance" includes the County Animal Code, Title 6 of the Banning Municipal Code, and any other ordinance of the City of Banning related to animal control and/or animals.

E. "Chief of police" or "police chief" means the chief of police for the City of Banning.

F. "County of Riverside" or "County" or "Riverside County" means the City of Banning, except where the County of Riverside is the correct notation due to circumstances.

G. "Department" means the County of Riverside Department of Animal Services.

H. "Peace officer" or "Riverside County peace officer" includes the Chief of Police of the City of Banning and any other City of Banning peace officer, the Riverside County Sheriff and/or any other deputy sheriff, and any other sworn peace officer as defined under California law.

I. "Planning director" is the director of the community development department for the City of Banning or his/her designee.

J. "Unincorporated area of the County of Riverside" or "unincorporated Riverside County" shall mean and include the area within the corporate boundaries of the City of Banning.

6.04.030 - Roosters, peacocks and flocks prohibited.

Section 6.04.025 is added to the County Animal Code to read as follows:

6.04.025 - Roosters, peacocks and flocks prohibited.

No person, either as owner, agent or employee, shall keep any roosters, peacocks, or pigeons, doves, ducks, or other birds or fowl, domestic or otherwise within the City of Banning except within the zoning districts in which the fowls are permitted by Chapter 17.40 (Animal Keeping Standards) of the Banning Zoning Code.

6.04.040 - Delegation of authority to other municipality; interpretation.

Section 6.04.160 is added to the County Animal Code to read as follows:

6.04.160 - Delegation of authority to other municipality; interpretation.

The City reserves the right to delegate its authority over animal control administration and the enforcement of this Title to a duly-authorized and qualified municipality operating an animal control program or contractor. In the event of such a delegation of authority to a municipality or contractor, the provisions, terms and definitions established by this Title shall, to the extent reasonably possible, be construed in maximal consistency with any agreed, written contractual arrangements between the City of Banning and the municipality providing animal control services or the contractor. If this Title cannot be reasonably construed in consistency with a written contractual arrangement between the City of Banning and a municipality providing animal control services or contractor, then the written contract provisions shall control.

6.04.050 - Violation—Penalties; alternatives.

Section 6.04.170 is hereby added to the County Animal Code to read as follows:

6.04.170 - Violations -- Penalties; alternatives.

In the discretion of the Enforcement Officer (as that term is defined in Section 1.20.020 of the Banning Municipal Code), any person violating the provisions of any chapter contained in this Title 6 shall be issued an Administrative Citation pursuant to Banning Municipal Code Chapter 1.20, or shall be guilty of criminal penalties as provided under Banning Municipal Code Chapter 1.28. Each such violation shall be deemed a separate offense.

6.04.060 - Mandatory dog licensing and vaccination; amendments.

Subsection Q is hereby added to Section 6.08.020 of the County Animal Code to read in its entirety as follows:

Q. Notwithstanding any other provision of this Section 6.08.020, no license fee shall be required from the holder of a "lifetime" license for a dog in accordance with the following provisions:

1. As used in this Subsection, a "lifetime" license shall only refer to the waiver of licensing fees required pursuant to Subsection F. Certificates of vaccinations as required by this Chapter shall be the determining factor if a license is valid as defined in this Chapter.

2. An owner of a dog is only exempt from payment of licensing fees under this Subsection Q if he/she possesses a "lifetime" license that was previously issued for the dog by the City of Beaumont on behalf of the City of Banning prior to the effective date of this Subsection.

3. If a dog owner possesses a "lifetime" license for his/her dog as of the effective date of this Subsection, but subsequently does not provide an updated rabies vaccination certificate within 30 days of its expiration or any future certificate expiration date, the owner's "lifetime" license will expire, and the owner will need to reapply for that license including payment of all applicable license fees pursuant to Subsection F.

4. The fees for a "lifetime" license shall be issued a pro-rata credit pursuant to Subsection K during only the first year of issuance.

6.04.070 -- Entry into or upon kennels and catteries.

Section 6.08.055 is hereby added to read as follows:

6.08.055 - Entry into or upon kennels and catteries.

Notwithstanding any other provision of this Title, the Animal Services Officer is hereby authorized to enter upon and inspect the premises of any kennel or cattery located in the City for the purpose of determining whether such kennel or cattery is in compliance with the provisions of this Title and the requirements set forth in Title 17 (Zoning) of the Banning Municipal Code, including but expressly not limited to Chapter 17.40 (Animal Keeping Standards).

6.04.080 -- Duties and powers of officers; amendments.

Subsection (1) of Section 6.08.080 of the County Animal Code is amended in its entirety to read as follows

6.08.080 - Duties and powers of officers.

1. It shall be the duty of all peace officers of the City of Banning and the County of Riverside, to cooperate with and assist the animal services director in the enforcement of the provisions of this chapter, and in the enforcement of California State law relating to the regulation, care and/or keeping of animals, and such peace officers and the animal services director/designee shall be empowered to:

a. Receive, take up and impound any dog or other animal found running at large in violation of this chapter, any other ordinance or of any law of the State of California.

b. Issue a warning notice for, citation for, or investigate any violation of any provision of any county ordinance or California law regarding the care or keeping of animals.

c. Investigate whether a dog is licensed in compliance with the requirements of this chapter.

d. Seize and impound any animal as authorized by this chapter or any other ordinance or state law. When the animal to be taken or seized is located inside a private residence or in its curtilage, a judicial order directing seizure of the animal shall, absent exigent circumstances, be obtained prior to seizure.

`e. Regularly and adequately feed, water and otherwise care for any animals impounded under the provisions of this chapter, other ordinance or state law or to provide for such feeding and/or watering and care.

f. Follow the provisions of the Riverside County Ordinance No. 716 in humanely destroying or giving emergency care to sick or injured animals.

All other provisions of Section 6.08.080 remain unchanged.

6.04.090 - Altered and Unaltered Animals.

Subsection (E)(1) of Section 6.08.120 - Altered and Unaltered Animals of the County Animal Code, is amended to read as follows:

> 1. An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under state of local law pertaining to the obligations of a person owning or possessing a dog or cat.

All other provisions of Section 6.08.120 remain unchanged.

6.04.100 - Failure to quarantine; amendments.

Subsection B of Section 6.08.200 of the County Animal Code is amended in its entirety to read as follows:

> B. Persons who violate a home quarantine, fail to produce an animal for quarantine upon demand, or in any other way interfere with rabies investigation, shall, in the discretion of the Animal Services Officer, be administratively cited under Chapter 1.20 of the Banning Municipal Code, or shall be guilty of a misdemeanor as provided under Banning Municipal Code Chapter 1.28, and/or pursuant to Section 121710 of the California Health and/or Safety Code and Section 9701 of the California Food and Agriculture Code, which is punishable by imprisonment in the County Jail for a period not to exceed one year, or by a fine of not less than one hundred dollars ($100.00), nor more than one thousand dollars ($1,000.00) per day of violation, or both fine and imprisonment.

6.04.110 -- Recoupment of enforcement costs; amendments.

The preface of Section 6.08.210 and Subsection (A) of Section 6.08.210 of the County Animal Code are hereby amended in their entirety to read as follows:

> **6.08.210 - Recoupment of enforcement costs.**
>
> The intent of this section is to authorize the recoupment of administrative costs reasonably related to the enforcement of this Ordinance. In furtherance of this intent the County and City of Banning shall be entitled to recover costs of enforcement, including costs of staff time, by complying with the following procedure:
>
> A. Records of costs. The department of animal services shall maintain records of all administrative costs, incurred by the department and all other responsible county departments and the City of Banning, in the processing of the violation or violations and the enforcement of this chapter and other

applicable ordinances and may recover such costs from the violator and/or property owner or property occupier as provided herein.

All other provisions of Section 6.08.210 remain unchanged.

6.04.120 -- Public nuisance, amendments.

Subsection (A) of Section 6.08.230 of the County Animal Code is hereby amended in its entirety to read as follows:

6.08.230 - Public nuisance.

A. The possession or maintenance of any dog, cat or other identified animal or the allowing of any dog, cat or other identified animal to be in violation of this chapter, Ordinance No. 771 or any other county ordinance or state law, is hereby declared to be a public nuisance. The animal services director and any Riverside County peace officer are hereby directed and empowered to abate any such public nuisance independently of any criminal prosecution or the results of thereof, by any means reasonably necessary to accomplish said abatement including but not limited to the destruction of the dog, cat or other identified animal involved, or by the imposition of specific reasonable conditions and restrictions for the maintenance of such dog, cat or other identified animal. Failure to comply with such conditions and restrictions is a misdemeanor. The owner of such dog, cat or other identified animal shall reimburse to the County of Riverside and City of Banning for all costs incurred in enforcing compliance with the provisions of this Section 6.08.230. The County of Riverside, by and through the animal services director, and/or the City of Banning, by and through the Chief of Police, may also commence and maintain such proceedings in a court of competent jurisdiction as are appropriate under the laws and regulations of the State of California for the abatement and redress of public nuisances.

All other provisions of Section 6.08.230 remain unchanged.

6.04.130 - Abandonment; prohibition.

Section 6.12.015 is added to the County Animal Code to read as follows:

6.12.015 - Abandonment; prohibition.

It is unlawful for any person to knowingly abandon any animal within the City. Any person violating this Section shall bear full costs and expenses incurred by the City, the Department or any other officer or agency designated by the City in the care of said abandoned animal and the person shall reimburse all costs therefore to the agency that incurred said costs as determined by the Animal Services Officer. Abandonment shall include the owner's failure to redeem animals seized or impounded after proper notification of the seizure or impoundment has been issued.

6.04.140 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.05 by Reference.

The penalty clauses of Chapter 6.05 (Crowing Roosters) of the County Animal Code, as set forth in Sections 6.05.030 and 6.05.040, are hereby adopted by reference and set forth below.

6.05.030 - Violation—Penalty.

Any person violating any of the provisions of this chapter shall be guilty of an infraction, and upon conviction thereof shall be punished by: (1) a fine not exceeding fifty dollars ($50.00) for the first violation; (2) a fine not exceeding one hundred dollars ($100.00) for the second violation within one year; (3) a fine not exceeding two hundred fifty dollars ($250.00) for each additional violation within one year. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Notwithstanding the foregoing, a first or any subsequent violation of the ordinance codified in this chapter may be charged and prosecuted as a misdemeanor.

6.05.040 - Remedies and penalties in Ordinance 630.

The additional remedies, penalties and procedures for violation of this Ordinance and for recovery of costs related to enforcement provided for in Ordinance 630 are incorporated by this reference.

6.04.150 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.06 by Reference.

The penalty clauses of Chapter 6.06 (Mandatory Altering and Licensing of Miniature Pigs) of the County Animal Code, as set forth in Sections 6.06.020 and 6.06.030, are hereby adopted by reference and set forth below.

6.06.020 - Violation—Penalty.

Any person violating any of the provisions of this chapter shall be guilty of an infraction, and upon conviction thereof shall be punished by: (1) a fine not exceeding fifty dollars ($50.00) for the first violation; (2) a fine not exceeding one hundred dollars ($100.00) for the second violation within one year; (3) a fine not exceeding two hundred and fifty dollars ($250.00) for each additional violation within one year. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Notwithstanding the foregoing, a first and any subsequent violation of the ordinance codified in this chapter may be charged and prosecuted as a misdemeanor.

6.06.030 - Remedies and penalties in Ordinance 630.

The additional remedies, penalties and procedures for violation of this Ordinance and for recovery of costs related to enforcement provided for in Ordinance 630 are incorporated by this reference.

6.04.160 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.08 by Reference.

The penalty clauses of Chapter 6.08 (Dogs, Cats and Other Animals) of the County Animal Code, as set forth in Sections 6.08.110(A)(1) and (2), 6.08.120(E), 6.08.125(H), 6.08.130(C), 6.08.200 and 6.08.220, are hereby adopted by reference and set forth below.

6.08.110 - Impounded dogs and cats and service fees.

A. An impounded dog or cat may be redeemed upon payment of the following fees:

(1) The director shall charge and collect from each person redeeming an unaltered impounded animal a state mandated unaltered animal fine of thirty-five dollars ($35.00) for the first offense, fifty dollars ($50.00) for the second offense, and one hundred dollars ($100.00) for the third offense, plus the actual costs of transporting the animal to impound, the actual costs of veterinary and related services rendered to the animal while impounded, the actual costs of sale incurred, and the actual costs of any extraordinary measures required in of for the handling and maintenance of the animal while impounded.

(2) The director shall charge and collect from each person redeeming an altered or unaltered impounded animal an impounding fee of fifty dollars ($50.00) for the first offense, one hundred dollars ($100.00) for the second offense, and one hundred fifty dollars ($150.00) for the third offense, plus the actual costs of transporting the animal to impound, the actual costs of veterinary and related services rendered to the animal while impounded, the actual costs of sale incurred, boarding fees, and the actual costs of extraordinary measures required in or for the handling and maintenance of the animal while impounded.

Subsection (E) of 6.08.120 - Altered and unaltered animals.

E. Penalties. Penalties issued for failure to spay or neuter a dog or cat shall be enforced as set forth below:

1. An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under state or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such state law or local

ordinance violations include, but are not limited to, the following: failure to possess a current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code Section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy animals.

2. Should the owner or custodian of an unaltered dog or cat be found in violation of a state or local law, as stated above, in subsection 1., the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.

Subsection (H) of 6.08.125 - Requiring the mandatory spaying and neutering of pit bull breeds.

H. Violations and penalties. Any person violating any provision of this section shall be deemed guilty of an infraction or misdemeanor and subject to the same criminal, civil and administrative fines, penalties and costs, including all rights to appeal, as enumerated Riverside County Ordinance ("RCO") No. 630, including any amendments to RCO No. 630 that may occur from time to time.

Subsection (C) of 6.08.130 - Mandatory microchipping of dogs and cats.

C. Transfer, sale of dogs and cats.

1. An owner or custodian who offers any dog, over the age of four months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise the department of the name and address of the new owner or custodian in accordance with subdivision (a) of this section. An owner or custodian offers any dog, over the age of four months, for sale, trade, or adoption and fails to provide the department with the name and address of the new owner is in violation of this Ordinance and shall be subject to the penalties set forth herein.

2. An owner or custodian who offers any cat, over the age of four months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or custodian shall also advise the department of the name and address of the new owner or custodian in accordance with subdivision (a) of this section. An owner or custodian offers any cat, over the

age of four months, for sale, trade, or adoption and fails to provide the department with the name and address of the new owner is in violation of this chapter and shall be subject to the penalties set forth herein.

3. When a puppy or kitten under the age of four months implanted with microchip identification is sold or otherwise transferred to another person, the owner or custodian shall advise the department of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten (10) days after the transfer. If it is discovered that an owner or custodian has failed to provide the department with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the penalties set forth in this chapter.

6.08.200 - Violation.

In addition to the remedies and penalties contained in this chapter, any person violating any provision of county animal control ordinances shall be guilty of an infraction, unless otherwise stated in such county animal control ordinances, and upon conviction thereof shall be punished by: (1) a fine not to exceed one hundred dollars ($100.00) for the first violation; (2) a fine not to exceed two hundred dollars ($200.00) for the second violation within one year; (3) a fine not to exceed five hundred dollars ($500.00) for each additional violation within one year. Each day a violation is committed or permitted to continue shall constitute a separate offense.

A. Persons receiving a citation for any infraction resulting from a violation of this chapter, may choose to clear the citation within ten (10) business days, thereby avoiding a visit to court and a potentially higher court fine, by demonstrating their compliance to the animal services director through their written, signed agreement and paying an administrative fee of sixty dollars ($60.00) to department. B. Persons who violate a home quarantine, fail to produce an animal for quarantine upon demand, or in any other way interfere with rabies investigation, shall be guilty of an misdemeanor, pursuant to Section 121710 of the California Health and Safety Code and Section 9701 of the California Food and Agriculture Code, which is punishable by imprisonment in the county jail for a period not to exceed one year, or by a fine of not less than one hundred dollars ($100.00), nor more than one thousand dollars ($1,000.00) per day of violation, or both fine and imprisonment.

Subsection (D) of 6.08.220 - Administrative citations and penalties.

In addition to the remedies and penalties contained in this chapter, and in accordance with Government Code Section 53069.4, an administrative citation may be issued for any violation of county animal control ordinances. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative citations and penalties…..

....

D. Administrative penalties.

1. The penalties assessed for each violation of a county animal control ordinance shall not exceed the following amounts:

i. One hundred dollars ($100.00) for a first violation;

ii. Two hundred dollars ($200.00) for a second violation of the same administrative abatement order within one year;

iii. Five hundred dollars ($500.00) for each additional violation of the administrative abatement order within one year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the County of Riverside Department of Animal Services.

5. Where the violation would otherwise be an infraction, the administrative penalty shall not exceed the maximum fine or infraction amount.

The procedures for the imposition, enforcement, collection and administrative review of administrative citations and penalties are set forth in Section 6.08.220(A) through (C), (E) and (F), which are further incorporated in their entirety by reference above.

6.04.170 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.12 by Reference.

The penalty clauses of Chapter 6.12 (Abandoned, Neglected, and Cruelly Treated Animas) of the County Animal Code, as set forth in Sections 6.12.120, 6.12.130 and 6.12.140, are hereby adopted by reference and set forth below.

6.12.120 - Violation—Penalty.

Every owner, driver or keeper of any animal who permits the animal to be in any building, enclosure, lane, street, square or lot within the unincorporated area of Riverside County, without proper care or attention shall be guilty of an infraction or misdemeanor as hereinafter specified. Such individual shall be deemed guilty of a separate offense of each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Any individual convicted of a violation of this chapter shall be: (1)

guilty of an infraction offense and punished by a fine not exceeding one hundred dollars ($100.00) for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding two hundred dollars ($200.00) for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars ($1,000.00) or six months in jail, or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve an individual from the responsibility for correcting the violation.

6.12.130 - Violation—Animal(s) to be forfeited.

Upon the conviction of a person charged with a violation of this chapter, all animals lawfully seized and impounded with respect to the violation shall be adjudged by the court to be forfeited and shall thereupon be transferred to the impounding officer for proper disposition. A person convicted of a violation of this chapter shall be personally liable to the seizing agency for all costs of impoundment from the time of seizure to the time of proper disposition. This chapter shall not prohibit the seizure or impoundment of animals as evidence as provided for under any other provision of law.

6.12.140 - Chapter provisions not exclusive.

This chapter is not intended, nor shall it be construed in any way, to affect Sections 31101 or 31752 of the Food and Agriculture Code.

6.04.180 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.16 by Reference.

The penalty clauses of Chapter 6.16 (Potentially Dangerous and Dangerous Animals) of the County Animal Code, as set forth in Section 6.16.100, are hereby adopted by reference and set forth below.

6.16.100 - Remedies and penalties in Ordinance 630.

The additional remedies, penalties and procedures for violation of this Ordinance and for recovery of costs related to enforcement provided for in Ordinance 630 are incorporated herein by this reference.

6.04.190 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.20 by Reference.

The penalty clauses of Chapter 6.20 (Noisy Animals) of the County Animal Code, as set forth in Sections 6.20.130, 6.20.140, 6.20.150 and 6.20.160, are hereby adopted by reference and set forth below.

6.20.130 - Failure to comply with administrative order.

It is unlawful for any responsible party to fail, neglect or refuse to comply with an administrative abatement order of the administrative hearing officer within the time specified in said order. Should any party subject to the administrative abatement order fail to comply with the order, in whole or in any part thereof, that party or those parties may be subject to administrative remedies to enforce the administrative abatement order as set forth in this chapter, including administrative citations and penalties, and any other lawful means necessary to gain compliance, including a civil action.

6.20.140 - Civil action.

In the event any person shall fail, neglect or refuse to comply with an administrative abatement order of the administrative hearing officer within the time specified in said order and the public nuisance continues to exist, a civil action may be commenced to obtain the abatement of the noisy animal public nuisance.

Subsection (d) of 6.20.150 - Administrative citations and penalties.

In addition to the remedies and penalties contained in this chapter, and in accordance with Government Code section 53069.4, an administrative citation may be issued for failure to comply with an administrative abatement order of the administrative hearing officer. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative citations and penalties.

.....

d. Administrative penalties.

1. The penalties assessed for each violation of the administrative abatement order issued by the administrative hearing officer shall not exceed the following amounts:

i. One hundred dollars ($100.00) for a first violation;

ii. Two hundred dollars ($200.00) for a second violation of the same administrative abatement order within one year;

iii. Five hundred dollars ($500.00) for each additional violation of the administrative abatement order within one year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the County of Riverside, Department of Animal Services.

The procedures for the imposition, enforcement, collection and administrative review of administrative citations and penalties are set forth in Section 6.20.150(a) through (c), (e) and (f), which are further incorporated in their entirety by reference above.

6.20.160 - Not exclusive remedy.

The provisions of this chapter are to be construed as an added remedy of abatement of the nuisance hereby declared and not in conflict with or derogation of any other actions or proceedings or remedies otherwise provided by law.

6.04.200 - Incorporation of County Animal Code Penalty Clauses of Chapter 6.24 by Reference.

The penalty clauses of Chapter 6.24 (Burros) of the County Animal Code, as set forth in Section 6.24.090, are hereby adopted by reference and set forth below.

6.24.090 - Violation.

A. An administrative citation, infraction, or other such authorized penalty may be issued to any person in violation of this chapter.

B. An infraction is punishable by:

1. A fine not to exceed one hundred dollars ($100.00) for the first violation;

2. A fine not to exceed two hundred dollars ($200.00) for the second violation within one year;

3. A fine not to exceed five hundred dollars ($500.00) for each additional violation within one year.

C. The administrative penalties assessed for each violation of a county animal control ordinance shall not exceed the following amounts.

1. One hundred dollars ($100.00) for a first violation;

2. Two hundred dollars ($200.00) for a second violation of the same administrative abatement order within one year;

3. Five hundred dollars ($500.00) for each additional violation of the administrative abatement order within one year.

D. Each such person shall be guilty of a separate offense for each and every incident in which any violation of any provision of the chapter of the county is committed, continued or permitted by any such person, and such person shall be punishable accordingly.

E. Where the violation would otherwise be an infraction, the administrative penalty shall not exceed the maximum fine or infraction amount.

F. The penalties assessed shall be payable to the county department of animal services.

G. A citation is to issue and be processed in compliance with Section 6.08.220.

SECTION 3. RESERVATION OF RIGHTS.

Notwithstanding any other provision of this Ordinance to the contrary, the City of Banning reserves the right to establish and set any licensing fees and other fees by resolution from time to time, and to establish any procedures, methods and remedies as may be appropriate to enforce the provisions of this Ordinance.

SECTION 4. CEQA

The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b) (3) of Title 14 of the California Code of Regulations.

SECTION 5. SAVINGS CLAUSE

Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 6. SEVERABILITY

If any section, subsection, clause or phase or portion of this code is for any reason declared to be 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 7. 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 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:

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

APPROVED AS TO FORM:

_____
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 No. 1522 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:

_____

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

ATTACHMENT 2

Title 6, "Animals" of the Riverside County Code

ORDINANCE NO. 630.17
(AS AMENDED THROUGH 630.17)

AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NUMBER 630 REGULATING THE KEEPING AND CONTROL OF DOGS, CATS, AND OTHER ANIMALS AND PROVIDING FOR THE CONTROL AND SUPPRESSION OF RABIES

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Section 5 Mandatory Licensing of Kennels and Catteries is amended to read as follows:

"**Section 5 MANDATORY LICENSING OF KENNELS AND CATTERIES**

a. Any person maintaining five (5) or more dogs shall obtain the appropriate Kennel License.

b. No person shall operate or maintain a Class I Kennel, Class II Kennel, Class III Kennel, Class IV Kennel, Sentry Dog Kennel or Cattery, as defined in Section 1 of this ordinance, without first obtaining verification from the Riverside County Planning Department that the operation of the kennel or cattery is in compliance with applicable provisions of Riverside County Ordinance No. 348 and obtaining the appropriate license from the Department.

c. Application for a kennel or cattery license shall be filed with the Director on a form prescribed by him/her not later than ten (10) days after obtaining written verification from the Riverside County Planning Department that the operation of the kennel or cattery is in compliance with applicable provisions of Riverside County Ordinance No. 348. Said application form, when completed, shall contain such information as may reasonably be required by the Director for the purposes of enforcement of this Ordinance, including but not limited to:

1. The verification issued by the Riverside County Planning Department that the operation of the kennel or cattery is in compliance with Riverside County Ordinance No. 348;
2. The current home telephone number of the caretaker of the subject kennel or cattery and another current telephone number for emergency use or messages when such caretaker is absent for the subject kennel or cattery.
3. Where a kennel or cattery is sought to be operated upon leased or rented premises, a letter of consent from the owner of the premises to the effect that the kennel or cattery may be maintained and operated on such premises shall be submitted to the Director at the time the application for the kennel or cattery license is submitted.

d. Such a license shall be valid for a period of either one (1) or two (2) years from the date of issuance. Said license shall be renewed within thirty (30) days after the date of expiration. Where a kennel license

has been issued and is in effect, the dogs contained in such kennel shall be exempt from the requirements of individual license tags as provided in Section 2 of this Ordinance. This Class I Kennel, Class II Kennel, Class III Kennel, Class IV Kennel, Sentry Dog Kennel, Cattery License fees, and late fees, shall be as set forth below. If an application for a license or renewal of a license is made more than thirty (30) days after such license is required or such previous license has expired a late fee of fifty percent (50%) of the applicable fee shall be added.

KENNEL LICENSE

Class 1 (5-10 dogs)

1 year license, Unaltered.....$250.00
2 year license, Unaltered.....$450.00
1 year license, Altered.....$150.00
2 year license, Altered.....$250.00

COMMENTS:

1. Altered: All dogs are spayed and/or neutered.
2. Unaltered: One or more dogs are not spayed and/or neutered.

Late Fee: 50% of the applicable fee(s)

Class II (11-25 dogs)

1 year license, Unaltered.....$350.00
2 year license, Unaltered.....$600.00
1 year license, Altered.....$250.00
2 year license, Altered.....$400.00

COMMENTS:

1. Altered: All dogs are spayed and/or neutered.
2. Unaltered: One or more dogs are not spayed and/or neutered.

Late Fee: 50% of the applicable fee(s)

Class III (26-40 dogs)

1 year license, Unaltered.....$450.00
2 year license, Unaltered.....$750.00
1 year license, Altered.....$350.00
2 year license, Altered.....$550.00

COMMENTS:

1. Altered: All dogs are spayed and/or neutered.
2. Unaltered: One or more dogs are not spayed and/or neutered.

Late Fee: 50% of the applicable fee(s)

Class IV (41+ dogs)

1 year license, Unaltered.....$550.00
2 year license, Unaltered.....$900.00
1 year license, Altered.....$450.00
2 year license, Altered.....$700.00

COMMENTS:

1. Altered: All dogs are spayed and/or neutered.

2. Unaltered: One or more dogs are not spayed and/or neutered.
Late Fee: 50% of the applicable fee(s)

Sentry Dog Kennel

1 year license, Unaltered.....$500.00
2 year license, Unaltered.....$800.00
1 year license, Altered.....$400.00
2 year license, Altered.....$600.00

COMMENTS:

1. Altered: All dogs are spayed and/or neutered.
2. Unaltered: One or more dogs are not spayed and/or neutered.
Late Fee: 50% of the applicable fee(s)

Cattery License

1 year license, Unaltered.....$250.00
2 year license, Unaltered.....$400.00
1 year license, Altered.....$200.00
2 year license, Altered.....$300.00

COMMENTS:

1. Altered: All cats are spayed and/or neutered.
2. Unaltered: One or more cats are not spayed and/or neutered.
Late Fee: 50% of the applicable fee(s)

e. After receipt of a kennel or cattery license application, the Director, or his designee, shall make an inspection of the premises of the kennel or cattery for which a license is requested. No kennel or cattery license shall be issued nor shall any such license be renewed, unless and until the kennel or cattery, in the opinion of the Director, satisfies the applicable laws and regulations of the State of California, the applicable ordinances of the County of Riverside and the applicable conditions set forth in the Standards for Kennels and Catteries adopted by resolution of the Board of Supervisors. Notwithstanding any other provision of this ordinance, the Director or the Riverside County Planning Director may, in their respective discretion, limit the number of dogs or cats over the age of four (4) months which are kept or maintained in any kennel or cattery, and such limitation may be imposed at such time as an application for an initial kennel or cattery license is considered or at such time as an application for renewal of a kennel or cattery license is considered.

f. Notwithstanding any other provision of this ordinance, the Director, or his designee, is hereby authorized to enter upon and inspect the premises of any kennel or cattery located in the County of Riverside for the purpose of determining whether such kennel or cattery is in compliance with the provisions of this ordinance and the Standards for Kennels and Catteries referred to in Section 5, Subsection (e) of this ordinance. As a condition of the issuance of a kennel or cattery license, each owner and operator of a kennel or cattery shall agree to allow such entry and inspection and such agreement shall be made a part of the license application. Such inspections shall be made during

reasonable hours at times when the owner or operator of the kennel or cattery is present on the kennel or cattery premises, and with such frequency as the Director shall deem appropriate, and such inspections may, at the discretion of the Director, be made without prior notice to the owner or operator of the subject kennel or cattery. Willful refusal on the part of a kennel or cattery owner or operator to allow such inspection shall be grounds for summary denial of an application for a kennel or cattery license or for summary suspension or revocation of a kennel or cattery license."

Section 2. Subsection g of Section 2 of Ordinance No. 630 is amended to read as follows:

"g. Any "assistance dog" such as a guide dog, signal dog or service dog as defined in California Food and Agriculture Code, Section 30850 (a), if such dog is in the possession and under the control of, in the case of a guide dog, a blind person, or in the case of a signal dog, a deaf or hearing impaired person, or in the case of a service dog, a physically disabled person, or where such dog is in the possession and under the control of a bona fide organization having as its primary purpose the furnishing and training of guide dogs for the blind, signal dogs for the deaf or hearing-impaired, or service dogs for the physically disabled, is required to obtain an assistance dog identification tag and a current license. The current license tag and assistance dog tag must be affixed to the dog's collar. The assistance dog identification tag will only be provided when the owner provides proof of a current license, submits the application for the tag and provides a signed affidavit that meets the requirements of California Food and Agriculture Code, Section 30850 (b). The assistance dog identification tag will be provided at no fee."

Section 3. . Subsection c. of Section 2 Mandatory Dog Licensing and Vaccination is amended to read as follows:

"c. Each veterinarian, after vaccinating any dog, shall sign a certificate of vaccination on the form required by the Director. The veterinarian shall keep one (1) copy, Shall give one (1) copy to the owner of the vaccinated dog and shall send one (1) copy to Department. The veterinarian shall contact the Director and arrange a mutually agreed upon method of delivery of the certificates of vaccination by mail, electronic transmission, or personal delivery. The failure to remit the mandatory certificate of vaccination to the Department may result in an administrative citation pursuant to Section 22 of this ordinance."

Section 4. Section 3 Control of Unspayed and Unaltered Cats be amended to read as follows:

"**SECTION 3 CONTROL OF UNSPAYED AND UNALTERED CATS**

a. It shall be unlawful for any person who owns, harbors, or keeps any unspayed or unaltered cat four (4) months of age or older within the unincorporated area of Riverside County to allow or permit such

unspayed or unaltered cat to be or remain outdoors in such unincorporated areas."

b. The Director of Animal Services will take steps to mitigate the impact of feral cat populations in compliance with law which.ch may include spay and neuter services."

Section 5. Subsection c. of Section 22 Administrative Citations and Penalties is amended to read as follows:

"c. **Service of Citation**.

1. Service of an administrative citation may be made upon the responsible party either by personal delivery or by first class mail, postage prepaid, return receipt requested, and shall be deemed completed when it is personally delivered to the responsible party, or, if mailing is used, five days after deposit in the mail for mailing to an address within California or ten days after deposit for mailing to an address outside California. If the copy of the administrative citation sent by certified mail to a responsible party is returned by the United States Postal Service with the mail receipt unsigned, or marked "unclaimed" and/or "refused," then service by first class mail shall be deemed effective provided it is also not returned by the United States Postal Service.
2. In lieu of personally serving the responsible party by personal delivery or first class mail, postage prepaid, service of the administrative citation, and any amended or supplemental citation, may be made by substituted service using the methods described in Sections 415.20 through 415.95 of the California Code of Civil Procedure.
3. The failure of a copy of the administrative citation being received by the responsible party shall not affect the validity of the proceedings."

Section 6. This ordinance shall take effect thirty (30) days after its adoption.

Adopted: Item 9.1 of 02/27/18

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

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

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-48, Awarding a Professional Services Agreement for Active Transportation Plan (ATP) Cycle 2 Design Services to Albert A. Webb Associates in the Amount of $127,696 and Approving a 10% Contingency**

RECOMMENDATION:

Adopt Resolution 2018-48 as follows:

1. Awarding a Professional Services Agreement for Active Transportation Plan (ATP) Cycle 2 Design Services to Albert A. Webb Associates in the amount of $127,696 and approving a 10% contingency for a total project budget of $140,466.

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

3. Authorizing the Interim City Manager or her designee to execute the Professional Services Agreement with Albert A. Webb Associates in the amount of $127,696.

JUSTIFICATION:

The California Transportation Commission (CTC) approved an allocation and grant funding award to the City of Banning for the 2015 Active Transportation Plan (ATP) grant program for bicycle and safe routes to school improvements. A final design including plans, specifications and estimates must be completed and submitted to the

State of California Department of Transportation (Caltrans) for review and approval in order for the CTC to allocate construction funding for the project.

BACKGROUND:

The ATP was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. This program is offered by Caltrans and is administered through the CTC.

In 2015, staff submitted an ATP Cycle 2 grant application in the amount of $1,082,000 for a bicycle and safe routes to school improvements project ("Project") that will provide new bicycle facilities (i.e. bicycle lanes) and pedestrian improvements (i.e. sidewalk, handicap ramps, signage, crosswalks, etc.) along several streets in Banning leading to public schools and facilities that encourage the use of alternative transportation. The project limits are shown in the map attached hereto and includes a bicycle corridor along Ramsey Street, Wilson Street and San Gorgonio Avenue. The main Safe Routes to School Improvements will occur on San Gorgonio Avenue and Wilson Street.

In 2016, staff was notified that the grant application was approved and that CTC allocated $1,082,000, the full amount, for the project. In 2017, the City Council approved Resolution 2017-28 and authorized the City Manager or his designee to enter a Master Agreement and Project related Supplemental Agreements for each phase of the Project (i.e. PA&ED, PS&E and Construction) with Caltrans for the administration of the ATP grant program and distribution of funds.

As part of the agreement, CTC will reimburse the City for one hundred percent (100%) of the project including Project Approval and Environmental Documentation (PA & ED); Plans, Specifications and Estimates (PS & E); and Construction.

On December 14, 2017, staff released the Request for Proposal (RFP) to five (5) consultants on the on-call engineering list approved by City Council on April 25, 2017 under Resolution 2017-39 with proposals being due on January 4, 2018. Staff only received one (1) proposal on the due date; therefore, staff decided to extend the deadline to January 16, 2018. In response, four (4) proposals were received on the extended due date. A panel of three staff from the Public Works Department and Electric Department were established to evaluate and rank the proposals based on qualifications and the requirements as stated in the RFP. The four (4) proposals and their ranking are as follows:

Companies	Score
1. Albert A. Webb Associates	1284
2. KWC Engineers	1271
3. Cozad & Fox, Inc.	1111
4. MSA Consulting, Inc.	1065

As required by Caltrans on all State and Federal projects, the selection of consultant for the design contract is based on qualifications only and not on cost; therefore, the evaluation panel has evaluated each firm proposals and ranked them based on qualifications only. Staff has successfully negotiated a final cost with the highest ranked firm, Albert A. Webb Associates in the amount of $127,696.

FISCAL IMPACT:

The Professional Services Agreement with Albert A. Webb Associates for the ATP Cycle 2 Design Services in the amount of $127,696 and a 10% contingency in the amount of $12,770 will be funded by the ATP Cycle 2 grant.

ALTERNATIVE:

The City Council may choose not to adopt Resolution No. 2018-48, which would result in the City losing ATP Cycle 2 Grant funding.

ATTACHMENTS:

1. Resolution No. 2018-48
2. ATP Cycle 2 Design Services RFP
3. Albert A. Webb Associates Proposal
4. Agreement

Approved by:

Rochelle Clayton,
Interim City Manager

ATTACHMENT 1

Resolution No. 2018-48

RESOLUTION 2018-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR ATP CYCLE 2 DESIGN SERVICES TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $127,696 AND APPROVING A 10% CONTINGENCY

WHEREAS, the Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation and is a program offered by the State of California Department of Transportation (Caltrans) and is administered through the California Transportation Commission (CTC); and

WHEREAS, staff submitted an ATP Cycle 2 application in the amount of $1,082,000 for a bicycle and safe routes to school improvements project ("Project") that will provide new bicycle facilities (i.e. bicycle lanes, signage, etc.) and pedestrian improvements (i.e. sidewalks, handicap ramps, signage, crosswalks, etc.) along several streets in Banning leading to public schools and facilities that encourage the use of alternative transportation; and

WHEREAS, staff was notified that the application was approved and that CTC allocated $1,082,000 for the Project; and

WHEREAS, CTC will reimburse the City for one hundred percent (100%) of the project including Project Approval and Environmental Documentation (PA & ED); Plans, Specifications and Estimates (PS&E); and Construction; and

WHEREAS, on December 14, 2017, staff released the Request for Proposal to five (5) consultants on the on-call engineering list approved by City Council on April 25, 2017 under Resolution 2017-39 with proposals being due on January 26, 2018; and

WHEREAS, four (4) proposals were received from Albert A. Webb Associates; KWC Engineers; Cozad and Fox, Inc.; and MSA Consulting; and

WHEREAS, Albert A. Webb Associates is the most qualified firm and ranked the highest by the evaluation panel; and

WHEREAS, staff has successfully negotiated a final cost for the design services with Albert A. Webb Associates; and

WHEREAS, the Professional Services Agreement with Albert A. Webb Associates for the ATP Cycle 2 Design Services in the amount of $127,696 will be funded by ATP Cycle 2 grant.

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

SECTION 1. The Banning City Council adopts Resolution 2018-48 awarding a Professional Services Agreement for ATP Cycle 2 Design Services to Albert A. Webb Associates in the amount of $127,696 and approved a 10% contingency for a total project budget of $140,466.

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

SECTION 3. The Interim City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates in an amount of $127,696.

PASSED, APPROVED and ADOPTED this 22nd day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 22nd of May, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

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

ATTACHMENT 2

ATP Cycle 2 Design Services RFP

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

ATP Cycle 2 Project No. ATPL-5214(012)
Bicycle and Safe Routes to School Improvements

Release Date: December 14, 2017

Due Date: January 4, 2018 (by 3:00 p.m.)

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

I. PROJECT SPECIFIC PROPOSAL

The City of Banning is soliciting proposals from qualified firms to provide engineering design services related to the bicycle and safe routes to school improvements on Ramsey Street from Highland Springs Avenue to San Gorgonio Avenue; San Gorgonio Avenue from Ramsey Street to Indian School Lane; and Wilson Street from 8th Street to Blanchard Street. The City intend to provide Class II & III bike lanes on Ramsey Street. Segments of San Gorgonio Avenue and Wilson Street within the residential areas are intend to provide for Class III bike route and bicycle boulevard improvements. In total, approximately six (6) miles of bicycle routes will be created.

Bicycle routes and Pedestrian improvements design in these street segments shall include but not limit to replacing damaged sidewalk and curb and gutter; constructing missing sidewalk and curb and gutter in residential areas only; installing new crosswalks and repainting existing crosswalks as needed; installing new ADA ramps and replacing existing ramps to comply with ADA as needed; installing new bicycle racks near school and/or other public facilities; repairing damaged AC pavement as needed; and installing traffic signs, striping and legends for bicycle lanes.

The City of Banning received an Active Transportation Program (ATP) Cycle 2 Grant in 2016 as follows:

- $20,000 for Environmental (completed as category exempt)
- $100,000 for Engineering Design (current scope of services)
- $962,000 for Construction

The selected firm will require to comply with the following schedule:

- **A biddable plans and specifications must be completed by June 1, 2018**

The scope of services shall include the followings:

1. Meeting and Presentation
    a. Kick off meeting and progress meetings (assumed 4 meetings)
    b. Presentation to City Council and/or Commission (assume 2 presentations)
2. Plans, Specifications and Estimates (PS&E)
    a. 60% PS&E Submittal (2 sets)
    b. 90% PS&E Submittal (2 sets)
    c. 100% PS&E Submittal (2 sets)
3. Final Plans and Specifications
    a. Provide one (1) set of final plans in Mylar
    b. Provide five (5) set of bond copies of the final plans and specifications after City Engineer's signatures
    c. Provide electronic copy (pdf) of the approved plans for bidding purposes
    d. Provide AutoCAD files of the final plans (2014 version)
4. Bidding Phase Assistance
    a. Evaluating bids submitted by Contractors
    b. Answering Requests for Information (RFI)
    c. Preparation of Addendums
    d. Conduct Pre-Bid Conference
5. Construction Phase Assistance
    a. Conduct Pre-construction meeting
    b. Review and provide responses to submittals from contractor
    c. Review and provide responses to Requests for Information (RFI)
    d. Conduct final inspections and provide punch list items
    e. Review contractor's redlines plans and provide as-built Mylar plans
6. Federal/State Documentation Assistance (Optional)
    a. Prepare documents and submit to California Department of Transportation (Caltrans), Local Assistance to obtain Authorization to Proceed (E-76) for Design and Construction Phases.
    b. Caltrans Submittals shall follow the Local Assistance Procedures Manual (LAPM).
    c. Provide check lists and meet with Caltrans' Construction Oversite Engineer to review:
        i. Pre-construction checklist
        ii. Mid-construction checklist
        iii. Project final checklist
    d. Provide Project final report and submittal to Caltrans.

II. TENTATIVE TIME SCHEDULE

• Request for Proposal Available	Thurs., December 14, 2017
• Proposals Due (3:00 pm)	Thurs., January 4, 2018
• Evaluation & Selection	Tues., January 26, 2018
• CALTRANS Review	Thurs., February 1, 2018
• City Council Recommendation	Tues., February 13, 2018
• Notice of Award	Thurs., February 15, 2018
• Notice to Proceed	Tues., March 6, 2018
• Final PS&E	Fri., June 1, 2018

III. SUBMITTAL INSTRUCTIONS

Four (4) copies of the Proposals shall be accepted until January 4, 2018 at 3:00 p.m. Mail or deliver the proposals to the following address:

City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220

Attention: Holly Stuart

Any questions on this RFP shall be emailed to Holly Stuart, Management Analyst at hstuart@ci.banning.ca.us

All firms receiving this request for proposal have been pre-qualified as part of the On-Call Engineering Services (RFP No. 17-009) and it is not necessary to include extensive company background and financial capacity. Selection, therefore, will be based on the Evaluation Factors and Weight as indicated in Section IV of this RFP at the recommendation of the evaluation and/or selection panel. The selected consultant will need to execute a standard contract with the City.

The proposal shall include a detailed schedule, breakdown of hourly rates and proposed classifications, including sub-consultants as well as the proposed percentage mark-up reimbursement expenses.

The project specific proposal package shall include the described services, requirements, compensation, and schedule. Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size which excludes index/table of contents, tables, charts and graphic exhibits. The services shall include among other things:

a. Proposal – The proposal shall be signed by the highest company executive who can bind the company in contractual services. The proposal shall include a list of key individuals involved in the firm with regard to the scope of work requested by the City.

b. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the Project Leader who will be the day-to-day contact for the services; and, other personnel assigned to perform the required work for design services. The Consultant will provide personnel to act independently in accomplishing work for the City.

c. Project Schedule – Provide a detailed project schedule for the Scope of Work requested from start to completion including the hours for each tasks or sub-tasks as well as the total hours required to complete the project.

d. Proposed Fee Schedule – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses. **The actual fee proposal that included the not to exceed total fee shall be in a separated and sealed envelope labeled "FEE PROPOSAL for ATP Cycle 2 Project No. ATPL-5214(012)" on the front of the envelope and mail or deliver to the following name and address:**

City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220
Attention: Holly Stuart

e. Service/Project Approach and Understanding – Discussion of how the Project Leader will manage the work and prepare documentation for approval by the City including interaction with the City's Project Manager. Also, provide discussion on Consultant and sub-consultant team approach and organization necessary to complete the process; and, outline quality control measures to ensure delivery of quality product on time and within budget.

IV. EVALUATION FACTORS & WEIGHTS

The City's evaluation factors and weights are as follows:

a. Qualifications of Entity and Key Personnel (Weight = 50%) - Includes ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.
b. Approach to Providing the Requested Scope of Services (Weight = 30%) - Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services. **Experience with Federal and/or State Funded projects is a plus.**

c. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities, including a desirable schedule (Weight = 20%)

V. SUBCONTRACTING

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

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

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

VI. CONSULTANT COMPENSATION

Proposer shall provide a project specific scope and a "not to exceed fixed fee" for services and submit the Price Proposal Form (Attachment 1). Proposal shall also include a breakdown showing anticipated labor hours for each staff member per individual task. The selected Consultant will be asked to enter into a "not to exceed" agreement prior to the issuance of the notice to proceed and required to provide insurance naming the City of Banning as additional insured. Payment will be for actual work performed, as not all tasks may be needed based on field conditions.

VII. CITY DISCLAIMER

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

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

VIII. STANDARD CONTRACT

The Consultant shall be willing to enter into an agreement attached as Attachment 2 and comply with the City's insurance requirements as indicated in the agreement.

IX. ATTACHMENTS:

1. Pricing Proposal Form
2. Agreement and Insurance Requirements

ATTACHMENT 1

(Pricing Proposal Form)

PRICING PROPOSAL FORM

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

	Task	Total Cost
1.	Meetings and Presentation	$
2.	Plans, Specifications and Estimates (PS&E)	$
3.	Bidding Phase Assistance	$
4.	Construction Phase Assistance	$
5.	Federal/State Documentation Assistance (Optional)	$

A. Total proposal amount in written form (tasks 1-4):

_____

B. Optional tasks (5):

_____

C. Other recommended tasks not identified in RFP:

_____

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

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

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

ATTACHMENT 2

(Sample Agreement and Insurance Requirements)

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
VENDOR NAME

This AGREEMENT is entered into this ___ day of _____, 20__, by and between the **CITY OF BANNING**, a general law city a municipal corporation ("CITY") and **VENDOR NAME**, a California corporation ("CONSULTANT").

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this agreement.

B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONSULTANT a total of $_____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, 20__ unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation

policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be

an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Banning 99 East Ramsey Street Banning, CA 92220 ATTN: City Manager	_____ _____ _____ ATTN: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed

contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

_____
ALEJANDRO DIAZ, INTERIM CITY MANAGER

CONSULTANT

By: _____
NAME:
TITLE:

By: _____
NAME:
TITLE:

ATTEST:

_____
Tax ID No.

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

_____
John C. Cotti, Interim City Attorney

Two signatures are required if a corporation

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

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

1) Limits of insurance:

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

2) Certificate holder should appear as follows:

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

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

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

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

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

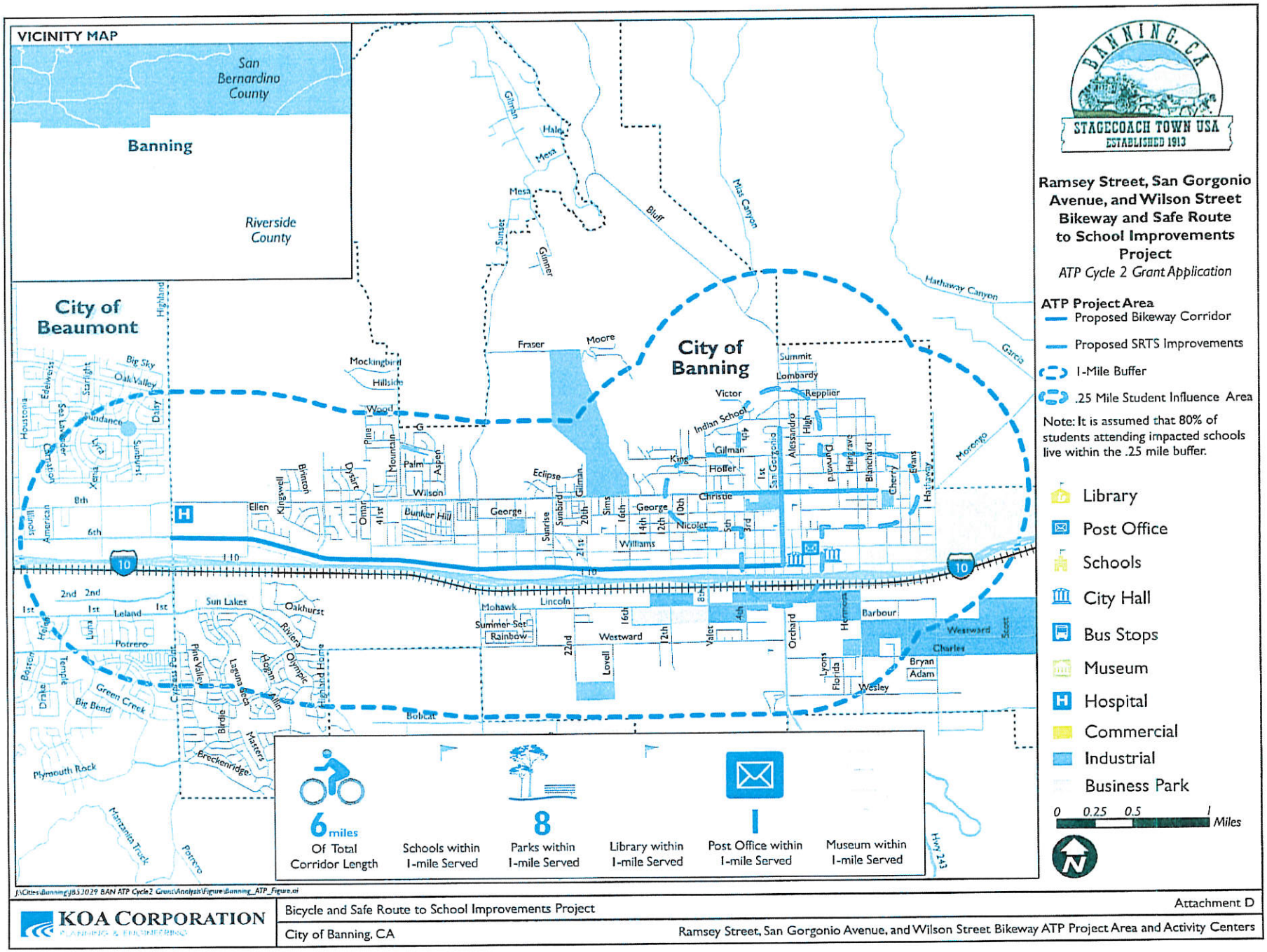
7) The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

Should you have any questions with respect to the foregoing, please do not hesitate in contacting Jennifer McCoy at jmccoy@ci.banning.ca.us or (951)-922-3121.

Thank you.

ATTACHMENT 3

(Site Plan)


VICINITY MAP
San Bernardino County
Banning
Riverside County
City of Beaumont
City of Banning
BANNING, CA
STAGECOACH TOWN USA
ESTABLISHED 1913
Ramsey Street, San Gorgonio Avenue, and Wilson Street Bikeway and Safe Route to School Improvements Project
ATP Cycle 2 Grant Application
ATP Project Area
Proposed Bikeway Corridor
Proposed SRTS Improvements
1-Mile Buffer
.25 Mile Student Influence Area
Note: It is assumed that 80% of students attending impacted schools live within the .25 mile buffer.
Library
Post Office
Schools
City Hall
Bus Stops
Museum
Hospital
Commercial
Industrial
Business Park
0 0.25 0.5 1 Miles
6 miles Of Total Corridor Length
Schools within 1-mile Served
8 Parks within 1-mile Served
Library within 1-mile Served
1 Post Office within 1-mile Served
Museum within 1-mile Served
J:\Cities\Banning\J853.029 BAN ATP Cycle2 Grant\Analysis\Figure\Banning_ATP_Figure.mxd
KOA CORPORATION
PLANNING & ENGINEERING
Bicycle and Safe Route to School Improvements Project
Attachment D
City of Banning, CA
Ramsey Street, San Gorgonio Avenue, and Wilson Street Bikeway ATP Project Area and Activity Centers

ATTACHMENT 3

Albert A. Webb Associates Proposal

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
T 951.686.1070

Palm Desert Office
41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
T 951.686.1070

Murrieta Office
41391 Kalmia Street #320
Murrieta, CA 92562
T 951.686.1070

March 30, 2018

City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220

Attention: Holly Stuart

RE: ATP Cycle 2 Project No. ATPL-5214(012) - Bicycle and Safe Routes to School Improvements

Dear Ms. Stuart:

Attached you will find WEBB's Fee Proposal for the scope of the Preparation of the Bicycle and Safe Routes to School Improvements project. WEBB will perform the services outlined in the Scope of Work for a total, not-to-exceed, fee of **$109,896**, with the option to have WEBB provide assistance on Federal/State documentation (Optional Tasks 6 and 7) for an additional **$17,800**. We strongly believe the hours reflect the effort required to address the scope in the RFP to provide quality services which the City deserves from its consultant.

We have enclosed the following items for the City's review:

- Cost and Man-Hour Breakdown
- Hourly Fee Schedule

If you have any questions or require additional information, please let us know.

Sincerely,

Dilesh Sheth

Dilesh Sheth, PE, TE - Vice President
951.686.1070
dilesh.sheth@webbassociates.com

Exhibit "C"

ALBERT A WEBB ASSOCIATES

ATP Cycle 2 Project No. ATPL-5214 (012) Bicycle and safe Routes to School Improvements

Task Description	Principal II	Senior III	Associate II	Associate I	2 Person Survey Crew	1 Person Survey Crew	Assistant IV	Project Coordinator	Total Hours	Labor	Subconsultant, Reimbursable, Allowance	Total
Task 1 - Meetings and Presentation												
Kick-Off meeting (one meeting)	2	4						2	8	$ 1,580		$ 1,580
Project Development Team (PDT) meeting (4 Meetings)	4	8						4	16	$ 3,160		$ 3,160
Presentation to City Council and/or Commission (Assume 2 Presentations)	4							4	8	$ 1,424		$ 1,424
Other meetings - field reviews and utilities as necessary (4 meetings)	8							8	16	$ 2,848		$ 2,848
Task 1 Total												**$ 9,012**
Task 2 - Plans, Specifications, and Estimates (PS&E)												
a. Research Record Information, Aerial, and Field Topo Survey	2	4		24	12	40		16	98	$ 16,956	$ 500	$ 17,456
b. Existing Utilities Research								16	16	$ 1,568		$ 1,568
c. Plan and Exhibit Preparation												
c.1 - Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans	4	24	240					8	276	$ 46,864		$ 46,864
c.2 - Bike Lane and Crosswalk Plans (Signing & Striping Plans using aerial photo)	4	4					100	8	116	$ 15,684		$ 15,684
c.3 - Bid Sheet, Special Provisions and Cost Estimates	4	20						8	32	$ 6,156		$ 6,156
Task 2 Total												**$ 87,728**
Task 3 - Final Plans and Specifications												
Final Plans and Specifications	2	4	8					8	22	$ 3,496	$ 500	$ 3,996
Task 3 Total												**$ 3,996**
Task 4 - Bidding Phase Assistance												
Bidding Phase Assistance	4	4	8					4	20	$ 3,620	$ 100	$ 3,720
Task 4 Total												**$ 3,720**
Task 5 - Construction Phase Assistance												
Constriction Phase Assistance	4	4	16					8	32	$ 5,340	$ 100	$ 5,440
Task 5 Total												**$ 5,440**
Total without Optional Services (Tasks 1- 5)	**42**	**76**	**272**	**24**	**12**	**40**	**100**	**94**	**660**	**$ 108,696.00**	**$ 1,200.00**	**$ 109,896.00**
Task 6 - Federal/State Documentation Assistance (Optional)												
Federal / State Documentation Assistance	4	4					40	16	64	$ 8,668	$ 100	$ 8,768
Task 6 (Optional) Total												**$ 8,768**
Task 7 - Traffic Circle Plans (Optional)												
Traffic Circle Plans	4	4	40					4	52	$ 8,932	$ 100	$ 9,032
Task 7 (Optional) Total												**$ 9,032**
Total with Optional Services (Tasks 1 - 7)	**50**	**84**	**312**	**24**	**12**	**40**	**140**	**114**	**776**	**$ 126,296.00**	**$ 1,400.00**	**$ 127,696.00**

ALBERT A. WEBB ASSOCIATES

Fee Schedule

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	258.00
Principal I	238.00
Senior III	217.00
Senior II	202.00
Senior I	191.00
Associate III	181.00
Associate II	166.00
Associate I	156.00
Assistant V	145.00
Assistant IV	130.00
Assistant III	115.00
Assistant II	100.00
Assistant I	84.00
Special Consultant	325.00

Survey Services

2-Person Survey Party	255.00
1-Person Survey Party	180.00

Inspection Services

Inspector (Non-Prevailing Wage)	125.00
Inspector (Prevailing Wage)	135.00

Administrative Services

Project Coordinator	98.00
Administrative Assistant III	88.00
Administrative Assistant II	78.00
Administrative Assistant I	62.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	25.00
In-House Delivery 1/2 Hour to 1 Hour	50.00
In-House Delivery Over 1 Hour	75.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* ***A FINANCE CHARGE*** *of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.*

Bike Lane Plans

1. Prepare Class II Bike Lane Plans for Ramsey Street from Highland Springs Avenue to San Gorgonio Avenue

a. Street Improvement Plans

- Widen Ramsey Street from Apex Street to Lori Way on north side (approximately 1200-FT)
- Widen Ramsey Street from Highland Home Road to car dealership on north side (approximately 800-FT)
- Widen Ramsey Street from car dealership to 500' east on north side (approximately 500-FT)

b. Signing and Striping Plans

- Ramsey Street from Highland Springs Avenue to San Gorgonio Avenue (approximately 22,000-FT)

2. Prepare Class III Bike Route Plans for San Gorgonio Avenue from Ramsey Street to Indian School Lane

a. Street Improvement Plans

- Provide curb extensions on all four corners of San Gorgonio Avenue and Williams Street intersection
- Provide curb extensions on all four corners of San Gorgonio Avenue and Nicolet Street intersection

b. Signing and Striping Plans

- San Gorgonio Avenue from Ramsey Street to Indian School Lane (approximately 5,300-FT)

c. Optional Traffic Circle Plans

- Traffic circle for the San Gorgonio Avenue and Williams Street intersection
- Traffic circle for the San Gorgonio Avenue and Nicolet Street intersection
- Traffic circle for the San Gorgonio Avenue and Wilson Street intersection
- Traffic circle for the San Gorgonio Avenue and Hoffer Street intersection
- Traffic circle for the San Gorgonio Avenue and Indian School Lane intersection

3. Prepare Class III Bike Route Plans for Wilson Street from 8th Street to Blanchard Street

a. Signing and Striping Plans

- Wilson Street from 8th Street to Blanchard Street (approximately 6,000-FT)

b. Street Improvement Plans

- Provide curb extensions on all four corners of Wilson Street and 8th Street intersection

c. Optional Traffic Circle Plans

- Traffic circle for the Wilson Street and Alessandro Street intersection
- Traffic circle for the Wilson Street and Florida Street intersection

Tasks

1. Meetings and Presentation

WEBB will schedule and attend the following meetings:

- Kick-off Meeting (one)
- Project Development Team (PDT) Meetings (four)
- Presentation to City Council and/or Commission (assume two presentations)
- Other Meetings with Property Owners, Field Reviews, and Utilities as Necessary (four)

WEBB will schedule, chair, and prepare meeting agendas and minutes for all meetings. Our team will submit agendas to the City for review two working days before the meeting. WEBB will distribute minutes to all attendees, invitees absent from the meeting, and the City's Project Manager within five working days after the meeting. The minutes shall include, but not be limited to a list of attendees with phone numbers and emails, a synopsis of discussion items, as well as any additional pertinent information, action items, and follow-up to action items.

WEBB will prepare the "critical path project schedule" utilizing Microsoft Project. Our team will provide the schedule to the City in both digital and hard copy. The project schedule will be divided into tasks and subtasks in full detail including, but not limited to City function timeline, critical path, and outside sources such as agencies or utilities. During PDT Meetings, WEBB will hand out updated schedules to ensure everyone involved in the project has the most up to date information.

2. Plans, Specifications, and Estimates (PS&E)

a. Research Record Information and Field Topography Survey

WEBB will research and obtain City/County records such as survey ties, benchmarks, street plans, tract, and parcel maps. WEBB will obtain field topographic survey information for curb, driveways, sidewalk, curb returns, spandrel, walls, fences, gates, trees, utilities, power poles, street lights, fire hydrants, water meters, water valves, mail boxes, and other obstructions. WEBB will obtain a field topographic survey of the flow line, lip of gutter, and top of curb elevations for water ponding areas for design consideration.

b. Existing Utilities Research

- WEBB will conduct existing utility research for all utilities within the project limits to identify, locate, and accurately layout all underground improvements
- WEBB will determine which utility is to receive notification and will address the utility notification letters, providing the City with a copy of the letters. The City will print notification messages on City letterhead and provide them to WEBB. In turn, WEBB will mail these letters to the respective utility companies. WEBB will prepare the first utility notice letter (Preliminary Project Notice) with response form, the second utility notice letter (Prepare to Relocate) with response form, and the third utility notice letter (Notice to Relocate). WEBB will call the utility companies, as necessary, until a written response form is received from each potentially conflicting utility
- WEBB will identify all utilities that could potentially conflict with the planned project and determine special requirements for facilities including protection, relocation, right-of-way easements, and construction. WEBB shall coordinate with the utility companies to schedule the relocation of the utilities prior to the start of construction

c. Plan and Exhibit Preparation

WEBB will prepare and submit plans to the City at 60%, 90%, and 100% project completion phases.

c.1 - Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans

WEBB will create color-coded designs so the City can clearly see what elements will be removed, added, and adjusted in the project area. Existing structures that could be affected by the new construction such as surface improvements, entrances, driveway approaches, edge of pavement, sewer manhole, water valve and gas valve lids, electrical vaults, air vac, cross gutters, pedestrian ramps, and curb returns will be shown in a half tone or dashed background format to distinguish them from the new improvements proposed for the project. New street improvements (curbs, gutters, sidewalks, street, drainage facilities, street lighting, etc), contractor performed facility or structure adjustments (water valves, gas valves, sewer manholes, telephone manholes, electrical manholes, etc.), relocations, reconstructions, and modifications shall be shown in full tone or highlighted with an appropriate construction note, a detail reference, or a standard plan reference identified. Curb ramps within the project limits shall be upgraded to comply with the latest ADA standards. Our team will arrange construction with the 'protect in place' notes first, 'removal' notes second, and actual work notes last. Notes of like work should be grouped together so they can be easily referenced and understood.

- Street improvement plans will include removal of existing curb & gutter, sidewalk, ADA Ramps, roadway, drainage inlets, and other obstructions
- Street improvement plans will show adjustment or relocation of existing utilities
- Street improvement plans will include construction of sidewalk, ADA ramps, cross gutter, and roadway
- WEBB will design curb and gutter to meet City standards; design that is adjacent to asphalt will match existing street grade
- WEBB will design ADA pedestrian ramps to meet City and ADA standards; WEBB will either design new ramps or modify existing ramps as necessary for ADA compliance
- Our team will identify trees, landscaping, grass areas, ornamental items, and sprinklers within proposed improvement areas that need to be protected in place, removed, or relocated

c .2 - Bike Lane and Crosswalk Plans (Signing & Striping Plans)

Signing & striping plans will show existing street striping, street legends, crosswalks, sign legends, and all other ancillary street markings and signing that may exist or be required to complete the street improvements. The signing notes, painted striping notes, thermoplastic marking, and pavement marker notes are to be grouped together.

c.3 - Bid Sheet, Special Provisions, and Cost Estimates

Bid Sheet and Special Provisions

WEBB will prepare the bid sheet and special provisions for the construction of the project. WEBB will compile the project specifications including the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. One of WEBB's registered civil engineers will sign the complete specifications that will be used for bidding and awarding construction contracts for the improvements.

3. Cost Estimate

WEBB will provide a construction quantity and cost estimate with each plan submission. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by WEBB and approved by the City.

The estimated items of work with quantities shall include, but not be limited to itemizing all removals, clearing and grubbing, relocations, water pollution control, sidewalk, curb and gutter, driveway approaches, retaining wall or curb, relocation of obstructions, relocation of utilities, adjustment water valve lids, adjustment of water meters, relocation of mail boxes, pavement legends & striping, signs, traffic control, raised pavement markers, and project identification and completion signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. WEBB will be required to periodically submit updated preliminary cost estimates as design progresses. WEBB's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work, as well as the sum totals for each segment of the project and total project will be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet.

4. Final Plans and Specifications

a. WEBB will provide one set of final plans in Mylar.
b. WEBB will provide five sets of bond copies of the final plans and specifications after City Engineer's signatures.
c. WEBB will provide an electronic copy (PDF) of approved plans for bidding purposes.
d. WEBB will provide AutoCAD files of the final plans (2014 version).

5. Bidding Phase Assistance

a. WEBB will provide support during the bidding phase.
b. WEBB will respond to bidders' questions regarding the plans and specifications during the bidding process.
c. WEBB will correct or clarify the plans and specifications for each phase of the project and will issue an addendum as necessary.
d. WEBB will conduct a pre-bid conference.
e. WEBB will evaluate bids submitted by contractors.

6. Construction Phase Assistance

a. WEBB will conduct Pre-Construction Meeting.
b. WEBB will review and provide responses to submittals from contractor.
c. WEBB will respond to the contractor's questions regarding plans and specifications during construction and will assist in preparing contract change orders to the plan specifications as necessary.
d. WEBB will conduct final inspections and provide punch list items.

7. Federal/State Documentation Assistance (Optional)

a. WEBB will prepare documents and submit to the California Department of Transportation (Caltrans), Local Assistance to obtain Authorization to Proceed (E-76) for Design and Construction Phases.

b. WEBB will ensure the submittals will follow the Local Assistance Procedures Manual (LAPM).

c. WEBB will provide check lists and meet with Caltrans' Construction Oversite Engineer to review:

   i. Pre-construction checklist

   ii. Mid-construction check list

   iii. Project final checklist

   iv. Provide project final report and submittals to Caltrans

7. Traffic Circle Plans (Optional)

a. WEBB will prepare traffic circle plans for seven intersections along San Gorgonio Avenue and Wilson Street. Traffic circle will have mountable curb and colored stamped concrete.

ATTACHMENT 4

Agreement

PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

ALBERT A. WEBB ASSOCIATES

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
ALBERT A. WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 22nd day of May, 2018 by and between the **City of Banning**, a municipal corporation ("City") and **Albert A. Webb Associates,** a California corporation ("Consultant"). City and Consultant 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 for the ATP Cycle 2 Project No. ATPL-5214(012) Bicycle and Safe Routes to School Improvements prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the ATP Cycle 2 Project No. ATPL-5214(012) Bicycle and

Safe Routes to School Improvements prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant 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.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services

hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 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 reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

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

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The

location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 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 Consultant 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 TWENTY-SEVEN THOUSAND SIX HUNDRED NINETY-SIX DOLLARS ($127,696.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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, Consultant 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-Consultant contracts. Sub-Consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, 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 Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in

writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Dilesh Sheth	Project 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 foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

4.2 Status of Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant 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 Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant 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 Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent

(25%) of the present ownership and/or control of Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant 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 Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

(f) Sub-consultants. Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each sub-

consultant. All coverages for sub-consultants 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 Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policies must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant 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 Consultant 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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. Consultant'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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such sub-consultant shall require the sub-consultant to maintain the same policies of insurance that the Consultant 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, Consultant 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 Consultant, its officers, employees, agents, sub-consultants, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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.

Consultant shall incorporate similar, indemnity agreements with its sub-consultants and if it fails to do so Consultant 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 Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, its employees, sub-consultants 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, its officers, employees, agents or sub-consultants, 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant

for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant 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 Consultant'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.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount 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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action against City 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 Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($ 0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement 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 Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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 Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant 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 the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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 sub-consultant without the express written consent of the Contract Officer. Consultant 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 within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant 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.

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

8.4 Unauthorized Aliens.

Consultant 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 Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant 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 the day and year first hereinabove written.

CITY OF BANNING

_____
Rochelle Clayton, Interim City Manager

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson, Gershon

_____
Kevin G. Ennis, Esq., City Attorney

CONSULTANT

By: _____
NAME:
TITLE:

By: _____
NAME:
TITLE:

_____
Tax ID No.

Two signatures are required if a corporation

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services in connection with providing ATP Cycle 2 Project No. ATPL-5214(012) Bicycle and Safe Routes to School Improvements prepared in connection therewith:

A. Meetings and Presentation

B. Plans, Specifications, and Estimates (PS&E)

C. Cost Estimate

D. Final Plans and Specifications

E. Bidding Phase Assistance

F. Construction Phase Assistance

G. Federal/State Documentation Assistance

H. Traffic Circle Plans

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Critical Path Project Schedule

B. Preliminary Project Notice (1st Notice)

C. Prepare to Relocate Notice with Response Form (2nd Notice)

D. Notice to Relocate (3rd Notice)

E. Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans

F. Bike Lane and Crosswalk Plans (Signing & Striping Plans)

G. Right of Entry and Exhibits Documents

H. Bid Sheet, Special Provisions, and Cost Estimates

I. One Set of Final Plans in Mylar

J. Five (5) Sets of Bond Copies of the Final Plans and Specifications After Engineer's Signatures

K. Electronic Copy (PDF) of Approved Plans for Bidding Purposes

L. AutoCAD Files of the Final Plans (2014 Version)

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A. In-person meetings.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A. Dilesh Sheth, Program Manager

B. Lin McCaffrey, Senior Engineer

C. Nick Lowe, Associate Engineer

D. Michael Johnson, Director

E. Nick Keller, Senior Designer

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.	Meetings and Presentations	$9,012.00
2.	Plans, Specifications and Estimates (PS&E)	$87,728.00
3.	Final Plans and Specifications	$3,996.00
4.	Bidding Phase Assistance	$3,720.00
5.	Construction Phase Assistance	$5,440.00
6.	Federal/State Documentation Assistance	$8,768.00
7.	Traffic Circle Plans	$9,032.00
	TOTAL	**$127,696.00**

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant 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 sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

V. The total compensation for services shall not exceed $127,696.00 as provided in Section 2.1 of this Agreement.

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

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
T: 951.686.1070

Palm Desert Office
41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
T: 951.686.1070

Murrieta Office
41391 Kalmia Street #320
Murrieta, CA 92562
T: 951.686.1070

March 30, 2018

City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220

Attention: Holly Stuart

RE: ATP Cycle 2 Project No. ATPL-5214(012) - Bicycle and Safe Routes to School Improvements

Dear Ms. Stuart:

Attached you will find WEBB's Fee Proposal for the scope of the Preparation of the Bicycle and Safe Routes to School Improvements project. WEBB will perform the services outlined in the Scope of Work for a total, not-to-exceed, fee of **$109,896**, with the option to have WEBB provide assistance on Federal/State documentation (Optional Tasks 6 and 7) for an additional **$17,800**. We strongly believe the hours reflect the effort required to address the scope in the RFP to provide quality services which the City deserves from its consultant.

We have enclosed the following items for the City's review:

- Cost and Man-Hour Breakdown
- Hourly Fee Schedule

If you have any questions or require additional information, please let us know.

Sincerely,

Dilesh Sheth

Dilesh Sheth, PE, TE - Vice President
951.686.1070
dilesh.sheth@webbassociates.com

Exhibit "C-1"

ALBERT A WEBB ASSOCIATES

ATP Cycle 2 Project No. ATPL-5214 (012) Bicycle and safe Routes to School Improvements

Task Description	Principal II	Senior III	Associate II	Associate I	2 Person Survey Crew	1 Person Survey Crew	Assistant IV	Project Coordinator	Total Hours	Labor	Subconsultant, Reimbursable, Allowance	Total
Task 1 - Meetings and Presentation												
Kick-Off meeting (one meeting)	2	4						2	8	$ 1,580		$ 1,580
Project Development Team (PDT) meeting (4 Meetings)	4	8						4	16	$ 3,160		$ 3,160
Presentation to City Council and/or Commission (Assume 2 Presentations)	4							4	8	$ 1,424		$ 1,424
Other meetings - field reviews and utilities as necessary (4 meetings)	8							8	16	$ 2,848		$ 2,848
Task 1 Total												**$ 9,012**
Task 2 - Plans, Specifications, and Estimates (PS&E)												
a. Research Record Information, Aerial, and Field Topo Survey	2	4		24	12	40		16	98	$ 16,956	$ 500	$ 17,456
b. Existing Utilities Research								16	16	$ 1,568		$ 1,568
c. Plan and Exhibit Preparation												
c.1 - Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans	4	24	240					8	276	$ 46,864		$ 46,864
c.2 - Bike Lane and Crosswalk Plans (Signing & Striping Plans using aerial photo)	4	4					100	8	116	$ 15,684		$ 15,684
c.3 - Bid Sheet, Special Provisions and Cost Estimates	4	20						8	32	$ 6,156		$ 6,156
Task 2 Total												**$ 87,728**
Task 3 - Final Plans and Specifications												
Final Plans and Specifications	2	4	8					8	22	$ 3,496	$ 500	$ 3,996
Task 3 Total												**$ 3,996**
Task 4 - Bidding Phase Assistance												
Bidding Phase Assistance	4	4	8					4	20	$ 3,620	$ 100	$ 3,720
Task 4 Total												**$ 3,720**
Task 5 - Construction Phase Assistance												
Constriction Phase Assistance	4	4	16					8	32	$ 5,340	$ 100	$ 5,440
Task 5 Total												**$ 5,440**
Total without Optional Services (Tasks 1- 5)	**42**	**76**	**272**	**24**	**12**	**40**	**100**	**94**	**660**	**$ 108,696.00**	**$ 1,200.00**	**$ 109,896.00**
Task 6 - Federal/State Documentation Assistance (Optional)												
Federal / State Documentation Assistance	4	4					40	16	64	$ 8,668	$ 100	$ 8,768
Task 6 (Optional) Total												**$ 8,768**
Task 7 - Traffic Circle Plans (Optional)												
Traffic Circle Plans	4	4	40					4	52	$ 8,932	$ 100	$ 9,032
Task 7 (Optional) Total												**$ 9,032**
Total with Optional Services (Tasks 1 - 7)	**50**	**84**	**312**	**24**	**12**	**40**	**140**	**114**	**776**	**$ 126,296.00**	**$ 1,400.00**	**$ 127,696.00**

G:\Proposals\FORMAL PROPOSALS\City of Banning\013005 - ATP Cycle 2 - Bicycle and Safe Routes to School Improvements\Revised Proposal\013005_Budget Estimate ATP Cycle 2_Revised 03302018

ALBERT A. WEBB ASSOCIATES

Fee Schedule

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	258.00
Principal I	238.00
Senior III	217.00
Senior II	202.00
Senior I	191.00
Associate III	181.00
Associate II	166.00
Associate I	156.00
Assistant V	145.00
Assistant IV	130.00
Assistant III	115.00
Assistant II	100.00
Assistant I	84.00
Special Consultant	325.00

Survey Services

2-Person Survey Party	255.00
1-Person Survey Party	180.00

Inspection Services

Inspector (Non-Prevailing Wage)	125.00
Inspector (Prevailing Wage)	135.00

Administrative Services

Project Coordinator	98.00
Administrative Assistant III	88.00
Administrative Assistant II	78.00
Administrative Assistant I	62.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	25.00
In-House Delivery 1/2 Hour to 1 Hour	50.00
In-House Delivery Over 1 Hour	75.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* ***A FINANCE CHARGE*** *of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.*

Bike Lane Plans

1. Prepare Class II Bike Lane Plans for Ramsey Street from Highland Springs Avenue to San Gorgonio Avenue

a. Street Improvement Plans

- Widen Ramsey Street from Apex Street to Lori Way on north side (approximately 1200-FT)
- Widen Ramsey Street from Highland Home Road to car dealership on north side (approximately 800-FT)
- Widen Ramsey Street from car dealership to 500' east on north side (approximately 500-FT)

b. Signing and Striping Plans

- Ramsey Street from Highland Springs Avenue to San Gorgonio Avenue (approximately 22,000-FT)

2. Prepare Class III Bike Route Plans for San Gorgonio Avenue from Ramsey Street to Indian School Lane

a. Street Improvement Plans

- Provide curb extensions on all four corners of San Gorgonio Avenue and Williams Street intersection
- Provide curb extensions on all four corners of San Gorgonio Avenue and Nicolet Street intersection

b. Signing and Striping Plans

- San Gorgonio Avenue from Ramsey Street to Indian School Lane (approximately 5,300-FT)

c. Optional Traffic Circle Plans

- Traffic circle for the San Gorgonio Avenue and Williams Street intersection
- Traffic circle for the San Gorgonio Avenue and Nicolet Street intersection
- Traffic circle for the San Gorgonio Avenue and Wilson Street intersection
- Traffic circle for the San Gorgonio Avenue and Hoffer Street intersection
- Traffic circle for the San Gorgonio Avenue and Indian School Lane intersection

3. Prepare Class III Bike Route Plans for Wilson Street from 8th Street to Blanchard Street

a. Signing and Striping Plans

- Wilson Street from 8th Street to Blanchard Street (approximately 6,000-FT)

b. Street Improvement Plans

- Provide curb extensions on all four corners of Wilson Street and 8th Street intersection

c. Optional Traffic Circle Plans

- Traffic circle for the Wilson Street and Alessandro Street intersection
- Traffic circle for the Wilson Street and Florida Street intersection

Tasks

1. Meetings and Presentation

WEBB will schedule and attend the following meetings:

- Kick-off Meeting (one)
- Project Development Team (PDT) Meetings (four)
- Presentation to City Council and/or Commission (assume two presentations)
- Other Meetings with Property Owners, Field Reviews, and Utilities as Necessary (four)

WEBB will schedule, chair, and prepare meeting agendas and minutes for all meetings. Our team will submit agendas to the City for review two working days before the meeting. WEBB will distribute minutes to all attendees, invitees absent from the meeting, and the City's Project Manager within five working days after the meeting. The minutes shall include, but not be limited to a list of attendees with phone numbers and emails, a synopsis of discussion items, as well as any additional pertinent information, action items, and follow-up to action items.

WEBB will prepare the "critical path project schedule" utilizing Microsoft Project. Our team will provide the schedule to the City in both digital and hard copy. The project schedule will be divided into tasks and subtasks in full detail including, but not limited to City function timeline, critical path, and outside sources such as agencies or utilities. During PDT Meetings, WEBB will hand out updated schedules to ensure everyone involved in the project has the most up to date information.

2. Plans, Specifications, and Estimates (PS&E)

a. Research Record Information and Field Topography Survey

WEBB will research and obtain City/County records such as survey ties, benchmarks, street plans, tract, and parcel maps. WEBB will obtain field topographic survey information for curb, driveways, sidewalk, curb returns, spandrel, walls, fences, gates, trees, utilities, power poles, street lights, fire hydrants, water meters, water valves, mail boxes, and other obstructions. WEBB will obtain a field topographic survey of the flow line, lip of gutter, and top of curb elevations for water ponding areas for design consideration.

b. Existing Utilities Research

- WEBB will conduct existing utility research for all utilities within the project limits to identify, locate, and accurately layout all underground improvements
- WEBB will determine which utility is to receive notification and will address the utility notification letters, providing the City with a copy of the letters. The City will print notification messages on City letterhead and provide them to WEBB. In turn, WEBB will mail these letters to the respective utility companies. WEBB will prepare the first utility notice letter (Preliminary Project Notice) with response form, the second utility notice letter (Prepare to Relocate) with response form, and the third utility notice letter (Notice to Relocate). WEBB will call the utility companies, as necessary, until a written response form is received from each potentially conflicting utility
- WEBB will identify all utilities that could potentially conflict with the planned project and determine special requirements for facilities including protection, relocation, right-of-way easements, and construction. WEBB shall coordinate with the utility companies to schedule the relocation of the utilities prior to the start of construction

c. Plan and Exhibit Preparation

WEBB will prepare and submit plans to the City at 60%, 90%, and 100% project completion phases.

c.1 - Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans

WEBB will create color-coded designs so the City can clearly see what elements will be removed, added, and adjusted in the project area. Existing structures that could be affected by the new construction such as surface improvements, entrances, driveway approaches, edge of pavement, sewer manhole, water valve and gas valve lids, electrical vaults, air vac, cross gutters, pedestrian ramps, and curb returns will be shown in a half tone or dashed background format to distinguish them from the new improvements proposed for the project. New street improvements (curbs, gutters, sidewalks, street, drainage facilities, street lighting, etc), contractor performed facility or structure adjustments (water valves, gas valves, sewer manholes, telephone manholes, electrical manholes, etc.), relocations, reconstructions, and modifications shall be shown in full tone or highlighted with an appropriate construction note, a detail reference, or a standard plan reference identified. Curb ramps within the project limits shall be upgraded to comply with the latest ADA standards. Our team will arrange construction with the 'protect in place' notes first, 'removal' notes second, and actual work notes last. Notes of like work should be grouped together so they can be easily referenced and understood.

- Street improvement plans will include removal of existing curb & gutter, sidewalk, ADA Ramps, roadway, drainage inlets, and other obstructions
- Street improvement plans will show adjustment or relocation of existing utilities
- Street improvement plans will include construction of sidewalk, ADA ramps, cross gutter, and roadway
- WEBB will design curb and gutter to meet City standards; design that is adjacent to asphalt will match existing street grade
- WEBB will design ADA pedestrian ramps to meet City and ADA standards; WEBB will either design new ramps or modify existing ramps as necessary for ADA compliance
- Our team will identify trees, landscaping, grass areas, ornamental items, and sprinklers within proposed improvement areas that need to be protected in place, removed, or relocated

c .2 - Bike Lane and Crosswalk Plans (Signing & Striping Plans)

Signing & striping plans will show existing street striping, street legends, crosswalks, sign legends, and all other ancillary street markings and signing that may exist or be required to complete the street improvements. The signing notes, painted striping notes, thermoplastic marking, and pavement marker notes are to be grouped together.

c.3 - Bid Sheet, Special Provisions, and Cost Estimates

Bid Sheet and Special Provisions

WEBB will prepare the bid sheet and special provisions for the construction of the project. WEBB will compile the project specifications including the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. One of WEBB's registered civil engineers will sign the complete specifications that will be used for bidding and awarding construction contracts for the improvements.

3. Cost Estimate

WEBB will provide a construction quantity and cost estimate with each plan submission. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by WEBB and approved by the City.

The estimated items of work with quantities shall include, but not be limited to itemizing all removals, clearing and grubbing, relocations, water pollution control, sidewalk, curb and gutter, driveway approaches, retaining wall or curb, relocation of obstructions, relocation of utilities, adjustment water valve lids, adjustment of water meters, relocation of mail boxes, pavement legends & striping, signs, traffic control, raised pavement markers, and project identification and completion signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. WEBB will be required to periodically submit updated preliminary cost estimates as design progresses. WEBB's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work, as well as the sum totals for each segment of the project and total project will be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet.

4. Final Plans and Specifications

a. WEBB will provide one set of final plans in Mylar.
b. WEBB will provide five sets of bond copies of the final plans and specifications after City Engineer's signatures.
c. WEBB will provide an electronic copy (PDF) of approved plans for bidding purposes.
d. WEBB will provide AutoCAD files of the final plans (2014 version).

5. Bidding Phase Assistance

a. WEBB will provide support during the bidding phase.
b. WEBB will respond to bidders' questions regarding the plans and specifications during the bidding process.
c. WEBB will correct or clarify the plans and specifications for each phase of the project and will issue an addendum as necessary.
d. WEBB will conduct a pre-bid conference.
e. WEBB will evaluate bids submitted by contractors.

6. Construction Phase Assistance

a. WEBB will conduct Pre-Construction Meeting.
b. WEBB will review and provide responses to submittals from contractor.
c. WEBB will respond to the contractor's questions regarding plans and specifications during construction and will assist in preparing contract change orders to the plan specifications as necessary.
d. WEBB will conduct final inspections and provide punch list items.

7. **Federal/State Documentation Assistance (Optional)**
   a. WEBB will prepare documents and submit to the California Department of Transportation (Caltrans), Local Assistance to obtain Authorization to Proceed (E-76) for Design and Construction Phases.
   b. WEBB will ensure the submittals will follow the Local Assistance Procedures Manual (LAPM).
   c. WEBB will provide check lists and meet with Caltrans' Construction Oversite Engineer to review:
      i. Pre-construction checklist
      ii. Mid-construction check list
      iii. Project final checklist
      iv. Provide project final report and submittals to Caltrans

7. **Traffic Circle Plans (Optional)**
   a. WEBB will prepare traffic circle plans for seven intersections along San Gorgonio Avenue and Wilson Street. Traffic circle will have mountable curb and colored stamped concrete.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.

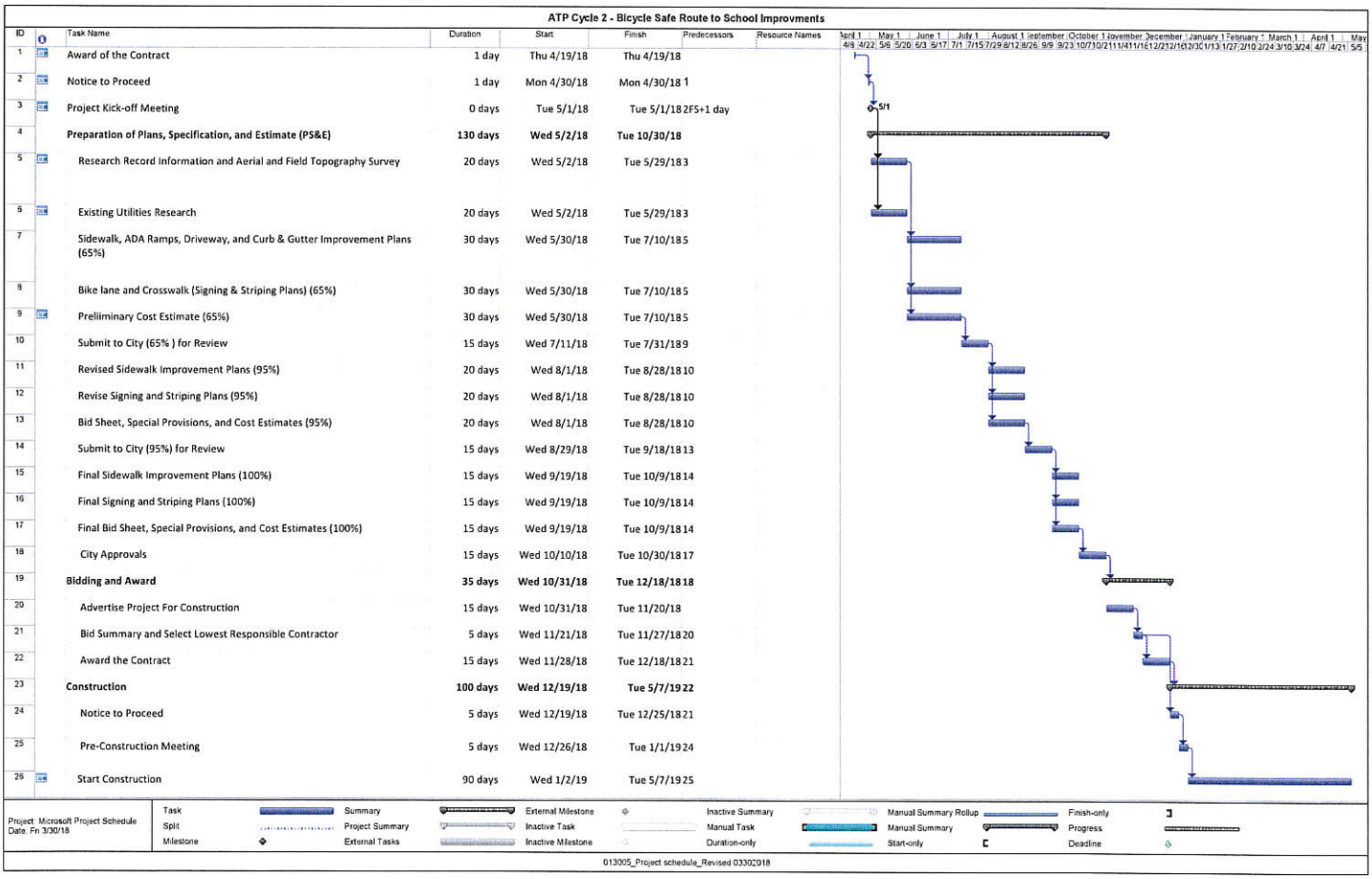
II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Proposed Project Schedule – Attached as Exhibit D-1.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Section D-1 - Project Schedule



ATP Cycle 2 - Bicycle Safe Route to School Improvments

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Award of the Contract	1 day	Thu 4/19/18	Thu 4/19/18		
2	Notice to Proceed	1 day	Mon 4/30/18	Mon 4/30/18	1	
3	Project Kick-off Meeting	0 days	Tue 5/1/18	Tue 5/1/18	2FS+1 day	
4	**Preparation of Plans, Specification, and Estimate (PS&E)**	**130 days**	**Wed 5/2/18**	**Tue 10/30/18**		
5	Research Record Information and Aerial and Field Topography Survey	20 days	Wed 5/2/18	Tue 5/29/18	3	
6	Existing Utilities Research	20 days	Wed 5/2/18	Tue 5/29/18	3	
7	Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans (65%)	30 days	Wed 5/30/18	Tue 7/10/18	5	
8	Bike lane and Crosswalk (Signing & Striping Plans) (65%)	30 days	Wed 5/30/18	Tue 7/10/18	5	
9	Preliminary Cost Estimate (65%)	30 days	Wed 5/30/18	Tue 7/10/18	5	
10	Submit to City (65%) for Review	15 days	Wed 7/11/18	Tue 7/31/18	9	
11	Revised Sidewalk Improvement Plans (95%)	20 days	Wed 8/1/18	Tue 8/28/18	10	
12	Revise Signing and Striping Plans (95%)	20 days	Wed 8/1/18	Tue 8/28/18	10	
13	Bid Sheet, Special Provisions, and Cost Estimates (95%)	20 days	Wed 8/1/18	Tue 8/28/18	10	
14	Submit to City (95%) for Review	15 days	Wed 8/29/18	Tue 9/18/18	13	
15	Final Sidewalk Improvement Plans (100%)	15 days	Wed 9/19/18	Tue 10/9/18	14	
16	Final Signing and Striping Plans (100%)	15 days	Wed 9/19/18	Tue 10/9/18	14	
17	Final Bid Sheet, Special Provisions, and Cost Estimates (100%)	15 days	Wed 9/19/18	Tue 10/9/18	14	
18	City Approvals	15 days	Wed 10/10/18	Tue 10/30/18	17	
19	**Bidding and Award**	**35 days**	**Wed 10/31/18**	**Tue 12/18/18**	18	
20	Advertise Project For Construction	15 days	Wed 10/31/18	Tue 11/20/18		
21	Bid Summary and Select Lowest Responsible Contractor	5 days	Wed 11/21/18	Tue 11/27/18	20	
22	Award the Contract	15 days	Wed 11/28/18	Tue 12/18/18	21	
23	**Construction**	**100 days**	**Wed 12/19/18**	**Tue 5/7/19**	22	
24	Notice to Proceed	5 days	Wed 12/19/18	Tue 12/25/18	21	
25	Pre-Construction Meeting	5 days	Wed 12/26/18	Tue 1/1/19	24	
26	Start Construction	90 days	Wed 1/2/19	Tue 5/7/19	25	

Project: Microsoft Project Schedule
Date: Fri 3/30/18

Task, Split, Milestone, Summary, Project Summary, External Tasks, External Milestone, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, Progress, Deadline

013005_Project schedule_Revised 03302018

15

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Art Vela, Director of Public Works/City Engineer**

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-54, Approving Amendment No. 3 to Increase Compensation, Add Scope of Work, and Extend Agreement Term for Custodial Services in Agreement with Merchants Building Maintenance, LLC of Pomona, California for Fiscal Year 2018/2019 in the Amount of $70,692.96**

RECOMMENDED ACTION:

Adopt Resolution 2018-54, approving the Third Amendment to the Contractual Services Agreement with Merchants Building Maintenance, LLC for not-to-exceed total of $70,692.96 for Fiscal Year 2018/2019; add scope of work to include the quarterly carpet and window cleaning at the Community/Senior Center, and extend the term of the agreement to June 30, 2019.

BACKGROUND:

A Request for Proposals (RFP) was published in October of 2015. On February 9, 2016, City Council approved Resolution 2016-04, awarding an agreement for custodial services to Merchants Building Maintenance, LLC in the amount of $79,243.10. The original agreement was for a fifteen (15) month period ending June 30, 2017. Under the approval of Resolution 2016-04, this agreement has a renewal option for an additional three (3) single years upon annual review and approval by City Council with extension and services terminating no later than June 30, 2020.

Amendment No. 1 was processed reducing the scope of services and compensation related to the removal of a service location. At the same time, Amendment No. 1 also addressed 2017 California Minimum Wage increase requirements and increased compensation for the remaining locations being serviced.

On May 23, 2017 under Resolution 2017-52, City Council renewed the agreement for an additional one year with the option remaining to renew the agreement for two (2) additional single years. The renewal was processed as Amendment No. 2.

Under the proposed Third Amendment, Merchants Building Maintenance, LLC shall provide complete custodial services including all labor, tools materials and equipment necessary to perform services for the sites described below with the term ending June 30, 2020.-

	DESCR.	LOCATION	ESTIMATED CLEANING SQUARE FOOTAGE	DAYS PER WEEK	QUANT.	MONTHLY /QRTLY RATE	ANNUAL TOTAL
A.	Banning City Hall (Civic Center)	99 E. Ramsey St.	20,600	5	12 Months	$1,869.42	$22,433.04
B.	City Yard	176 E. Lincoln St.	5,400	5	12 Months	$437.89	$5,254.68
C.	Corporate Yard Warehouse	176 E. Lincoln St.	3,430	4	12 Months	$386.09	$4,633.08
D.	Banning Police Station	125 E. Ramsey St.	28,000	5	12 Months	$2,438.61	$29,263.32
E.	Fleet Maint. Office	176 E. Lincoln St.	620	5	12 Months	$139.92	$1,679.04
F.	Water Shop	3333 Bluff Rd.	1,000	3	12 Months	$289.15	$3,469.80
G.	Community /Senior Center	789 N. San Gorgonio	Carpet & Window Cleaning		Quarterly	$490.00	$1,960.00
H.	As Needed Services	TBD	N/A		TBD	TBD	$2,000.00
	Total						**$70,692.96**

JUSTIFICATION:

The Public Works Department does not have the required staff needed to provide custodial maintenance for the identified City facilities; therefore, it is necessary to retain a custodial service provider for these services.

Currently, Merchants Building Maintenance, LLC provides the City with an acceptable level of service at affordable rates; therefore, staff recommends the renewal of the custodial services agreement. If approved, this will be the second renewal with Merchants Building Maintenance, LLC.

FISCAL IMPACT:

The proposed amended amount of $70,692.96 will be funded by the Fiscal Year 2019 operating budgets of Building Maintenance ($37,469.64), Police Department ($29,263.32) and Community Services including Recreation, Senior Center and Transit Divisions ($1,960) with an additional $2,000 for services as needed to be allocated by departmental operating budgets at the time additional services are deemed necessary.

ALTERNATIVES:

Do not approve as presented and discontinue services. If requested, staff could proceed with a new RFP to obtain the required services. With this option, there would be an interruption in services.

ATTACHMENTS:

1. Resolution 2018-54
2. Proposed Third Amendment

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-54

RESOLUTION 2018-54

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO INCREASE COMPENSATION, ADD SCOPE OF WORK, AND EXTEND AGREEMENT TERM FOR CUSODIAL SERVICES IN AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE, LLC OF POMONA, CALIFORNIA FOR FISCAL YEAR 2018/2019 IN THE AMOUNT OF $70,692.96

WHEREAS, in October of 2015 staff solicited proposals from qualified companies to provide custodial services for City facilities; and

WHEREAS, on February 9, 2016, City Council approved Resolution 2016-04, awarding an agreement ("Original Agreement") for custodial services to Merchants Building Maintenance, LLC; and

WHEREAS, the Original Agreement was for a fifteen (15) month period ending June 30, 2017 and under the approval of Resolution 2016-07, with the approval of Council, services may be reviewed and renew annually through June 30, 2020; and

WHEREAS, the Original Agreement was amended in order to reduce the scope of services and compensation for the removal of a service location while at the same time, increasing the compensation for the remaining service locations to address 2017 California Minimum Wage increase requirements ("Amendment No. 1"); and

WHEREAS, on May 23, 2017, City Council approved Resolution 2017-52 renewing the agreement for an additional one-year period ending June 30, 2018 with the option remaining to renew the agreement for two (2) additional single years with Council's approval ("Amendment No. 2"); and

WHEREAS, under the proposed Amendment No. 3, Merchants Building Maintenance, LLC shall provide complete custodial services including all labor, tools materials and equipment necessary to perform services for City Hall, Banning Police Station, City Yard, Corporate Warehouse, Community Services and the Fleet and Water Shops; and

WHEREAS, under the proposed Amendment No. 3, the term of the Agreement will be extended to June 30, 2019 for an amount not to exceed $70,692.96; and

WHEREAS, the amount of $70,692.96 as itemized in Amendment No. 3 will be funded by the Fiscal Year 2019 operating budgets of Building Maintenance ($37,469.64), Police Department ($29,263.32) and Community Services ($1,960) with an additional $2,000 for services as needed to be allocated by departmental operating budgets at the time additional services are deemed necessary.

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

SECTION 1. The Banning City Council adopts Resolution 2018-54, approving Amendment No. 3 to increase compensation, add scope of work, and extend the agreement term for custodial services in agreement with Merchants Building Maintenance, LLC of Pomona, California for Fiscal Year 2018/2019 in the amount of $70,692.96.

SECTION 2. The Interim City Manager or her designee is authorized to make necessary budget adjustments, appropriations and transfers related to this Amendment No. 3.

SECTION 3. Accordingly, the City Council hereby authorizes and directs the Interim City Manager or her designee to execute that certain Amendment No. 3 to the Agreement.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-54, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Proposed Third Amendment

AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE CITY OF BANNING AND MERCHANTS BUILDING MAINTENANCE, LLC

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **MERCHANTS BUILDING MAINTENANCE, LLC**, ("Contractor") (collectively, the "Parties") is effective as of the 1st day of July, 2018.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated February 10, 2016 ("Original Agreement") whereby Contractor agreed to provide Complete Custodial Services.

B. On January 1, 2017, the City and Contractor amended the Original Agreement to remove the Community Center/Senior Center Custodial Services from the scope of work in the Original Agreement and to increase compensation reflecting the 2017 California Minimum Wage increase (Amendment No. 1).

C. On July 1, 2017, the City and Contractor amended the Agreement to extend the Original Agreement term to June 30, 2018 and include additional compensation for the extended Agreement term in an annual amount not-to-exceed $63,277.00 (Amendment No. 2). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement."

D. City and Contractor now desire to amend the Agreement to extend the contract term to June 30, 2019; to include the Quarterly carpet and window cleaning at the Community/Senior Center to the Scope of Work; and to include additional compensation for the extended contract term, additional services and to reflect the minimum wage rate increase in an annual amount not to exceed Seventy Thousand Six Hundred Ninety-Two Dollars and Ninety-Six Cents, ($70,692.96).

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

Section 2. Section 2.1 of the Agreement related to compensation is hereby amended to provide that Contractor's total compensation, including reimbursement for actual expenses, shall not exceed $70,692.96 based upon completed and satisfactory performance of the terms of the Agreement. Exhibit C-1. Exhibit "C" to the Agreement is amended to modify compensation and add services to the Scope of Work as provided in the attached Exhibit "C-1."

Section 3.4. Section 3.4 of the Agreement is amended to extend the term of the Agreement to June 30, 2019.

2. **Continuing Effect of Agreement.** Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement and exhibits thereto shall remain in full force and effect.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the date and year first shown above.

CITY:

CITY OF BANNING

_____
Rochelle Clayton, Interim City Manager

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

_____
Kevin G. Ennis, Esq., City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

_____
Tax ID No.

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 DEVELOPER'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 _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "C-1"

CONSULTANTS BILLING RATE

	DESCR.	LOCATION	ESTIMATED CLEANING SQUARE FOOTAGE	DAYS PER WEEK	QUANT.	MONTHLY /QRTLY RATE	ANNUAL TOTAL
A.	Banning City Hall (Civic Center)	99 E. Ramsey St.	20,600	5	12 Months	$1,869.42	$22,433.04
B.	City Yard	176 E. Lincoln St.	5,400	5	12 Months	$437.89	$5,254.68
C.	Corporate Yard Warehouse	176 E. Lincoln St.	3,430	4	12 Months	$386.09	$4,633.08
D.	Banning Police Station	125 E. Ramsey St.	28,000	5	12 Months	$2,438.61	$29,263.32
E.	Fleet Maint. Office	176 E. Lincoln St.	620	5	12 Months	$139.92	$1,679.04
F.	Water Shop	3333 Bluff Rd.	1,000	3	12 Months	$289.15	$3,469.80
G.	Community /Senior Center	789 N. San Gorgonio	Carpet & Window Cleaning		Quarterly	$490.00	$1,960.00
H.	As Needed Services	TBD	N/A		TBD	TBD	$2,000.00
	Total						**$70,692.96**

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Patty Nevins, Community Development Director**
Sandra Calderon, Development Project Coordinator

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-49, Approving Amendment #8 to Agreement for Contractual Services between the City of Banning and Romo Planning Group.**

RECOMMENDATION:

That City Council Adopt Resolution 2018-49 approving a one-year extension to an existing Agreement for Contractual Services between the City of Banning and Romo Planning Group to provide Temporary Planning services to the City of Banning through June 30, 2019 and amending the agreement to include additional compensation for additional services in an amount not to exceed $199,680.0.

BACKGROUND:

The City of Banning is contracted with Romo Planning Group for professional planning services. Presently, the City is experiencing a critical need for planning staff. In order to continue with the same level of planning services for the public, it is necessary to amend the agreement with the consultant to continue to provide temporary planning services for FY19.

In addition to proposed planning services for the next fiscal year consistent with the current year's budget, staff is requesting eight additional hours per week. An additional contract planner would assist with the day-to-day functions of the Planning Division within the current hours provided for, and the additional eight hours would be used for additional workload for the Pardee project, with said additional hours being used to the degree that they are reimbursed by the developer.

JUSTIFICATION:

Due to the lack of staffing within the Community Development Department and increase work load, Romo Planning Group is currently under contract with the City to provide planning services through June 30, 2018.

An informal request for a proposal was sent to Romo Planning Group to continue Temporary Planning Services through June 30, 2019, and a letter proposal for an extension at the current hourly rate was provided. Staff recommends approval of the extension to the existing contract with Romo Planning Group for Temporary Planning Services 5 days a week for the current Contract Planner, plus an additional Contract Planner to assist with the anticipated additional workload for 1 day a week at a continued rate of $80/hr. The additional 8 hours would be used for work on the Pardee project, and would be billed to a deposit account paid for by the developer.

FISCAL IMPACT:

The total compensation for the services shall not exceed $199,680 for FY19.

OPTIONS:

1. Approve Amendment #8 to Agreement for Contractual Services with Romo Planning Group.

2. Reject Amendment #8 to Agreement for Contractual Services with Romo Planning Group and provide staff with alternative direction.

ATTACHMENTS:

1. Resolution 2018-49
2. Planning Services Letter Proposal
3. Resolutions and existing contract amendments #1-7.
4. Romo Planning Group Amendment #8

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-49

RESOLUTION 2018-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROMO PLANNING GROUP FOR PLANNING SERVICES

WHEREAS, on January 14, 2014, the City Council approved a Professional Services Agreement with Romo Planning Group to provide project management services; and,

WHEREAS, on November 13, 2014, the City Council approved Amendment No. 1 to include additional compensation for additional Temporary Planning Services; and on March 24, 2015 the City Council approved Amendment No. 2 to include additional compensation for Senior Management Analyst Contract Services; and on June 23, 2015 the City Council approved Amendment No. 3 to include additional compensation for Temporary Planning Services; and on June 24, 2016 the City Council approved Amendment No. 4 to include additional compensation for Temporary Planning Services; and on October 25, 2016, the City Council approved Amendment No. 5 to include additional compensation for Temporary Planning Services; and on February 14, 2017, the City Council approved Amendment No. 6 to include additional compensation for Temporary Planning services; and on June 13, 2017, the City Council approved Amendment No. 7 to include additional compensation for Temporary Planning Services; and,

WHEREAS, Article 1.10 of the Agreement makes provisions for additional services should the City require such; and

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to a vacancy within the Department and increased work load there is a critical need for a Temporary Planner at this time; and

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

SECTION 1: Action. The Council hereby approves Amendment #8 to the 2014 Professional Services Agreement between the City and Romo Planning Group, Inc., a copy of which is attached to the Staff Report for this item. This authorization will be rescinded if the Contract Services Agreement is not executed by both parties within sixty (60) days of the date of this Resolution.

SECTION II: Authorization. The City Council hereby authorizes the Interim City Manager to execute Amendment No. 8 to the Professional Services Agreement with Romo Planning Group, Inc., in the form that is approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-49 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 22nd day of May, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

Planning Services Letter Proposal

RPG romo planning group, inc.

April 24, 2018

Patty Nevins
Community Development Director
City of Banning
99 East Ramsey Street
Banning, CA 92220

Re: Contract Extension for Additional Planner

Dear Patty,

We are happy to extend the current contract at a continued discounted rate of $80/hour. Further, should you need additional planning services, we can continue to provide additional associate-level services at the discounted $80/hour rate.

Thank you for the opportunity to continue serving the City of Banning. If you have any questions or need additional information, please feel free to contact me at 909.255.4017 or via email at gromo@romoplanninggroup.com.

Respectfully,

Gus Romo
Principal

ATTACHMENT 3

Resolutions and existing contract amendments #1-7.

RESOLUTION NO. 2013-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE ROMO PLANNING GROUP, INC. FOR RANCHO SAN GORGONIO PROJECT MANAGER SERVICES

WHEREAS, the City of Banning received a development application from Rancho San Gorgonio, LLC. for the development of a master plan community called, "Rancho San Gorgonio (RSG)"; and

WHEREAS, the RSG development is proposed on an 849 acre property which is located on the south side of Westward Avenue between Sunset Avenue and San Gorgonio Avenue/Highway 243; and

WHEREAS, due to lack of staffing to manage and oversee a large development project including the preparation of the environmental impact report and to process the entitlement of the above-mentioned project, the City Management staff determined that it is best to hire a contract planner to be a Project Manager to manage the project; and

WHEREAS, on June 6, 2013, staff released the Request for Proposal (RFP) for a Project Manager with responses due on July 18, 2013; and

WHEREAS, the City received four responses from the following consultants: Duane Morita Planning and Environmental; P3 Services; PZL, Inc. and The Romo Planning Group, Inc.; and

WHEREAS, interviews with the consultants were held on August 27, 2013 and based on selection criteria including experience, qualifications, references, approach and understanding, schedule and costs, The Romo Planning Group, Inc. was determined to be the most qualified responsive proposer; and

WHEREAS, the scope of work outlines the Project Manager's responsibility for managing the entitlements of the project and carrying it through the public hearing process and overseeing the preparation of the Specific Plan and consultants who will prepare the environmental impact report (EIR) and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and the County; and

WHEREAS, professional services provided by The Romo Planning Group, Inc. in regard to the abovementioned services will be funded by Rancho San Gorgonio, LLC in the amount of $60,480.00.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-88 was duly introduced and adopted at a regular meeting of the City Council of the City of Banning, held on the 14th day of January, 2014, by the following vote, to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None

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

RESOLUTION NO. 2014-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL PLANNING SERVICES

WHEREAS, Planning Division of the Community Development Department processes entitlement applications and permits, provides current and advanced planning services, and provides other related services to the public; and

WHEREAS, due to staff vacancies within the Department there is a critical need for planning services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The First Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional planning services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-73 was duly adopted by the City Council of the City of Banning at a special meeting thereof held on the 12th day of November, 2014, by the following vote, to wit:

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

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

RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL SENIOR MANAGEMENT ANALYST SERVICES

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to staff vacancies within the Department there is a critical need for Senior Management Analyst services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and associate planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Second Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional Senior Management Analyst services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-16 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015 by the following vote, to wit:

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

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

RESOLUTION NO. 2015-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, on November 12, 2014, the City Council adopted Resolution No. 2014-73 approving the First Amendment to the existing Professional Services Agreement with the Romo Planning Group for Additional Planning Services; and

WHEREAS, due to staff vacancies within the Department there is a critical need for planning services at this time; and

WHEREAS, since November 19, 2014, Oliver Mujica has been serving as the Contract Planner under the existing Contract Services Agreement on behalf of the Romo Planning Group, Inc.

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

SECTION 1. The Council approves Amendment #3 to the Professional Services Agreement with Romo Plannig Group, Inc. for additional funding in the amount not to exceed $150,400.00 as attached hereto as Exhibit "A".

SECTION 2. The Interim City Manager is authorized to execute the Third Amendment to the Professional Services Agreement with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-49 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of June, 2015, by the following vote, to wit:

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

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

AMENDMENT #4 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT #4 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF BANNING ("City") and Romo Planning Group, Inc., a California corporation ("Consultant") is effective as of the 24th day of June, 2016.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") on whereby Consultant agreed to provided Consultant Services Related to Rancho San Gorgonio Project Manager, plus Amendment #1 to include additional compensation for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services, plus Amendment #2 to include additional compensation for Contractual Services dated March 24, 2015 on whereby Consultant agreed to provide services for a Senior Management Analyst, plus Amendment #3 to include additional compensation for Contractual Services dated June 23, 2015 on whereby Consultant agreed to provide services for Temporary Planning Services.

B. City and Consultant now desire to amend the Agreement, plus Amendment #1, Amendment #2, and Amendment #3 to include additional compensation for additional services in the amount not to exceed, Twelve Thousand Dollars ($12,000) for additional Temporary Planning Services for a total contract amount not to exceed Three Hundred Twenty-Six Thousand Two Hundred Dollars ($326,200).

TERMS

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

(a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

(b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

(c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

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

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after

the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

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

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

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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

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

CITY:

CITY OF BANNING, a municipal corporation

Michael Rock, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By:
Name: Gustavo J. Romo
Title: President

By:
Name: Elizabeth Romo
Title: Secretary

Address: 9432 Haven Avenue, Ste. 232
Rancho Cucamonga, CA 91730

Two signatures are required if a corporation

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

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

CITY:

CITY OF BANNING, a municipal corporation

Michael Rock, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

JENKINS & HOGIN, LLP

John C. Cotti, Interim City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary

Address: 8338 Garden St.
Alta Loma, CA 91701

Two signatures are required if a corporation

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

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 Los Angeles}

On June 29, 2016 before me, Claudia Carlos, Notary Public, personally appeared Gustavo J. Romo and Elizabeth Romo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

CLAUDIA CARLOS
Commission # 2113566
Notary Public - California
Los Angeles County
My Comm. Expires May 30, 2019

OPTIONAL INFORMATION

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

Description of Attached Document
Title or Type of Document: Amendment No. 4 to Contract Services Agreement
Document Date: June 24, 2016
Signer(s) Other Than Named Above: _____

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. RPG staff will serve in the capacity of an interim Associate Planner to assist the Community Development Director with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

A. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports: N/A

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Yvonne Franco – to serve as the interim Associate Planner.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

A. Line items for 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 Services shall not exceed $ 12,000, as provided in Recital B of this Agreement.

IV. The City will compensate Consultant for work performed at a rate of $80/hr.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2017.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

AMENDMENT NO. 5 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF BANNING ("CITY") and ROMO PLANNING GROUP, INC., a California Corporation ("Consultant") is effective as of the 25th day of October, 2016.

RECITALS

A. CITY and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, plus Amendment No. 1 to include additional compensation for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services, plus Amendment No. 2 to include additional compensation for Contractual Services dated March 24, 2015 on whereby Consultant agreed to provide services for a Senior management Analyst, plus Amendment No. 3 to include additional compensation for Contractual Services dated June 23, 2015 on whereby consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 4 to include additional compensation for Contractual Services dated June 24, 2016 on whereby consultant agreed to provide services for Temporary Planning Services.

B. CITY and Consultant now desire to amend the Agreement, plus Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to adjust the contract redistribution of fees and the schedule of compensation related to the Rancho San Gorgonio Specific Plan Project Manager Services in the amount of Twelve Thousand Dollars ($12,000) for a total contract amount not to exceed Three Hundred Twenty-Six Thousand Two Hundred Dollars ($326,200).

TERMS

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

   (a) Schedule of Compensation (Exhibit C-1): Exhibit "C", Section I. to the Agreement is hereby adjusted to redistribute fees.

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** CITY and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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

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

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

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

[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

Michael Rock, City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:
JENKINS & HOGIN, LLC.

John C. Cotti, Interim City Attorney

CONTRACTOR:

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary
Address: 9431 Haven Ave, Ste. 232
Rancho Cucamonga, CA 91730

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 DEVELOPER'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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

see attached

01102.0001/261413.1

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)

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

STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

On Dec. 2, 2016 (Date) before me, Carol Brodsky-Papakalos, Notary Public (Here Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

CAROL BRODSKY-PAPAKALOS
Notary Public - California
San Bernardino County
Commission # 2162863
My Comm. Expires Aug 18, 2020

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Amendment to Agreement Document Date: N/A

Number of Pages: 4 Signer(s) Other Than Named Above: N/A

Additional Information: N/A

revision date 01/01/2015

RESOLUTION 2017-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SIXTH AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to an upcoming vacancy within the Department and increased work load there is a critical need for a Temporary Planner at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and temporary planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Council approves Amendment #6 to the Contract Services Agreement with Romo Planning Group, Inc. for additional funding in an amount not to exceed $48,500.

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations for FY 2017.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the Interim City Attorney.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-21 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of February, 2017, by the following vote, to wit:

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

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

AMENDMENT NO. 6 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 6 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("City") and **ROMO PLANNING GROUP, INC.,** a California Corporation ("Consultant") is effective as of the 14th day of February, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") on whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, plus Amendment No. 1 to include additional compensation for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services, plus Amendment No. 2 to include additional compensation for Contractual Services dated March 24, 2015 on whereby Consultant agreed to provide services for a Senior Management Analyst, plus Amendment No. 3 to include additional compensation for Contractual Services dated June 23, 2015 on whereby Consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 4 to include additional compensation for Contractual Services dated June 24, 2016 on whereby Consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 5 to include redistribution of fees for the Rancho San Gorgonio Project Manager dated October 25, 2016.

B. CITY and Consultant now desire to amend the Agreement, plus Amendment No. 1, Amendment No.2, Amendment No. 3, Amendment No. 4, Amendment No. 5 to include additional compensation for additional services in the amount not to exceed, Forty-Eight Thousand Five Hundred Dollars ($48,500) for Temporary Planning Services for a total contract amount not to exceed Three Hundred Seventy-Four Thousand Seven Hundred Dollars ($374,700).

TERMS

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

   (a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

   (b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

   (c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

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

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

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

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

CITY represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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

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

CITY:

CITY OF BANNING, a municipal corporation

Michael Rock, City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

JENKINS & HOGIN, LLP

John C. Cotti, Interim City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary

Address: 9431 Haven Ave, Ste. 232
Rancho Cucamonga, CA 91730

Two signatures are required if a corporation

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

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 San Bernardino)

On February 25, 2017 before me, Virginia Flores, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

VIRGINIA FLORES
Commission # 2082191
Notary Public - California
San Bernardino County
My Comm. Expires Sep 19, 2018

Signature _____ (Seal)

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. RPG staff will serve in the capacity of an interim Associate Planner to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

A. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports: N/A

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Yvonne Franco – to serve as the interim Associate Planner.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. **Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

II. **City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**

A. Line items for 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 Services shall not exceed $ 48,500, as provided in Recital B of this Agreement.**

IV. **The City will compensate Consultant for work performed at a rate of $75/hr.**

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2017.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

RESOLUTION 2017-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SIXTH AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to an upcoming vacancy within the Department and increased work load there is a critical need for a Temporary Planner at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and temporary planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Council approves Amendment #6 to the Contract Services Agreement with Romo Planning Group, Inc. for additional funding in an amount not to exceed $48,500.

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations for FY 2017.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the Interim City Attorney.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-21 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of February, 2017, by the following vote, to wit:

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

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

AMENDMENT NO. 7 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 7 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("CITY") and **ROMO PLANNING GROUP, INC.**, a California Corporation ("Consultant") is effective as of the 13th day of June, 2017.

RECITALS

A. CITY and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, plus Amendment No. 1 to include additional compensation for additional Contractual Services dated November 13, 2014, plus Amendment No. 2 to include additional compensation for additional Contractual Services dated March 24, 2015. plus Amendment No. 3 to include additional compensation for additional Contractual Services dated June 23, 2015, plus Amendment No. 4 to include additional compensation for additional Contractual Services dated June 24, 2016, plus Amendment No. 5 to include redistribution of fees for the Rancho San Gorgonio Project Manager dated October 25, 2016, plus Amendment No. 6 to include additional compensation for additional Contractual Services dated Feburary14, 2017.

B. CITY and Consultant now desire to again amend the Agreement, to include additional compensation for additional services in the amount not to exceed, One Hundred Fifty Thousand Dollars ($150,000) for a total contract amount not to exceed Five Hundred Twenty-Four Thousand Seven Hundred Dollars (524,700).

TERMS

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

   a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

   (b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

   (c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

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

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

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

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

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

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

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

[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

Alex Diaz, Interim City Manager

ATTEST:

Marie A. Calderon, City Clerk

by Sonja DeLaFuente, Deputy City Clerk

APPROVED AS TO FORM:

JENKINS & HOGIN, LLC.

John C. Cotti, Interim City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary

Address: 9431 Haven Ave, Ste 232
Rancho Cucamonga, CA 91730

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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~~ San Bernardino

On Sept 10, 2017 before me, Virginia Flores, personally appeared Gustavo J. Romo, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

VIRGINIA FLORES
Commission # 2082191
Notary Public - California
San Bernardino County
My Comm. Expires Sep 19, 2018

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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~~ San Bernardino

On Sept. 10, , 2017 before me, Virginia Flores, personally appeared Elizabeth Romo, 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: _____

VIRGINIA FLORES
Commission # 2082191
Notary Public - California
San Bernardino County
My Comm. Expires Sep 19, 2018

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. RPG staff will serve in the capacity of an interim Associate Planner to assist the Community Development Director with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. N/A

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

A. Mark de Manincor – to serve as the interim Associate Planner.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, **based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

II. City will compensate Consultant 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 Services shall not exceed $ 150,000 as provided in Recital B of this Agreement.

IV. The City will compensate Consultant for work performed at a rate of $80/hr.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2018.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

RESOLUTION 2017-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SEVENTH AMEDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to a vacancy within the Department and increased work load there is a critical need for a Temporary Planner at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and temporary planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Council approves Amendment #7 to the Contract Services Agreement with Romo Planning Group, Inc. for additional funding in the amount not to exceed $150,000.

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations for FY18.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the Interim City Attorney.

PASSED, APPROVED AND ADOPTED this 13th day of June, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-54 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13th day of June, 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None

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

ATTACHMENT 4

Romo Contract

AMENDMENT NO. 8 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 8 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 8") by and between the **CITY OF BANNING** ("CITY") and **ROMO PLANNING GROUP, INC.**, a California Corporation ("Consultant") (collectively referred to as "Parties" and individually referred to as "Party") is effective as of the 1st day of July, 2018.

RECITALS

A. CITY and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Original Agreement") whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, and Amendment No. 1 to include additional compensation for Contractual Services dated November 13, 2014 whereby Consultant agreed to provide Temporary Planning Services; Amendment No. 2 to include additional compensation for Contractual Services dated March 24, 2015 whereby Consultant agreed to provide services for a Senior Management Analyst; Amendment No. 3 to include additional compensation for Contractual Services dated June 23, 2015 whereby Consultant agreed to provide additional services for Temporary Planning Services; Amendment No. 4 to include additional compensation for Contractual Services dated June 24, 2016 whereby Consultant agreed to provide additional services for Temporary Planning Services; Amendment No. 5 to include redistribution of fees for the Rancho San Gorgonio Project Manager dated October 25, 2016; Amendment No. 6 to include additional compensation for Contractual Services dated February 14, 2017 whereby Consultant agreed to provide additional services for Temporary Planning Services; and Amendment No. 7 to include additional compensation for Contractual Services. The Original Agreement, as amended by Amendment No. 1 through Amendment No. 7, is referred to herein as the "Agreement."

B. CITY and Consultant now desire to amend the Agreement to extend the term of the Agreement term to June 30, 2019 and to include additional compensation for additional services in an amount not-to-exceed One Hundred Ninety-Nine Thousand Six Hundred Eighty Dollars ($199,680) for a total contract amount not-to-exceed Seven Hundred Twenty-Four Thousand Three Hundred Eighty Dollars ($724,380).

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

   (a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

(b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

(c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

(d) Section 3.4: Section 3.4 of the Agreement is amended to extend the term of the Agreement to June 30, 2019.

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

2. **Continuing Effect of Agreement.** Except as specifically amended by this Amendment No. 8, all other provisions of the Agreement and exhibits thereto shall remain in full force and effect.

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

Consultant represents and warrants to CITY that, as of the date of this Amendment No. 8, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Consultant that, as of the date of this Amendment No. 8, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 on the date and year first-shown above.

CITY:

CITY OF BANNING

_____
Rochelle Clayton, Interim City Manager

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

_____
Kevin G. Ennis, Esq., City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By:_____
Name: Gustavo J. Romo
Title: President

By:_____
Name: Elizabeth Romo
Title: Secretary

Address: 9431 Haven Ave, Ste 232
Rancho Cucamonga, CA 91730

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Patty Nevins, Community Development Director**

MEETING DATE: **May 22, 2018**

SUBJECT: **Planning Commissioner Resignation & Recruitment**

RECOMMENDATION:

No immediate action is required. The Deputy City Clerk will post a special vacancy notice for a minimum of ten days as required by California Government Code 54974. Following the required posting period, the Planning Commission vacancy will be placed on the Agenda for City Council discussion. At that time, any applications received will be forwarded to the City Council, along with the applications of interested applicants from the previous recruitment, and the City Council may decide to; (1) conduct interviews then make an appointment; or (2) make an appointment to the vacant position.

BACKGROUND:

The City's last recruitment for Planning Commissioners was conducted in February-March of 2017. At that time, the City Clerk advertised two Planning Commission openings and received seven (7) applications. On May 9, 2019, the City Council interviewed the seven applicants and subsequently appointed two of them, Eric Shaw and Ingeborg Schuler, to fill the open positions. At the time that these two open positions were filled, the City Council also agreed to maintain the list of remaining applicants – Julian Jay Guevara III, George David Ellis, Jan Spann, Jerry Westholder, and Laura L. Leindecker - as an open list that could be used for additional appointments if needed over the course of the next year. Subsequently, Commissioner Ellis was appointed from that list in July 2017.

JUSTIFICATION

Speaking under Public Comments at the May 8, 2018 City Council meeting, Planning Commissioner David Ellis orally submitted his resignation from the Planning Commission. Commissioner Ellis was appointed to the Planning Commission in July 2017 and his term expires in February 2019.

The Planning Commission consists of five (5) members appointed by the City Council. The Commissioners each serve a four year term, which is intended to stagger every two (2) years concurrent with the City's elections.

The Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code (Attachment 3). The Commission's two main functions are to review land development applications for compliance with the Zoning Code and to make recommendations to the City Council regarding large projects and changes to the General Plan or Zoning Ordinance.

The current vacancy, along with one additional Planning Commission position, will expire in February 2019.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Chapter 2.28 of the Banning Municipal Code

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Chapter 2.28 of the Banning Municipal Code

Chapter 2.28 - PLANNING COMMISSION

Sections:

2.28.010 - Planning commission—Membership requirements.

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

A. The planning commission shall consist of five members.

B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

D. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council may appoint a new member to serve in the resigned commissioner's place for the remainder of their term.

E. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury or family matters, a statement by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

2.28.030 - Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.

D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

2.28.050 - Duties and responsibilities.

A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.

B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year. All members must be present to conduct this business.

1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.
2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.
3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.

C. The planning commission's scope of responsibility is to:

1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide the future physical development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;
2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
4. Act as the appeal body on decisions made by the community development director;
5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D. The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;
2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing.

Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;

6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;
7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), and relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the Planning Commissioners Journal and www.plannersweb.com are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commission members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

2.28.060 - Conflict of interest requirements.

A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.

B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.

C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.) 2.28.070 - Staff liaison.

A. The staff liaison to the planning commission shall be the community development director.

B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:

1. Confirming that a quorum will be present prior to each meeting;
2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
3. Signing all meeting minutes and resolutions upon approval;
4. Preparing and distributing agendas and agenda packets;
5. Facilitating the tape recording of meetings and preparation of minutes; and
6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.) 2.28.080 - Meeting times and places.

A. The planning commission shall meet on the first Wednesday of each month at 6:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.

B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10)

2.28.090 - Adoption.

A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

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CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Rochelle Clayton, Interim City Manager**
PREPARED BY:	**Art Vela, P.E., Public Works Director/City Engineer**
MEETING DATE:	**May 22, 2018**
SUBJECT:	**Resolution 2018-39 and Resolution 2018-06 UA, Authorizing the submittal of an Application for Grant Funds from the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants Program for FY 2018, Funding Opportunity No. BOR-DO-18-F006.**

RECOMMENDED ACTION:

Staff recommends:

1. The City Council adopt Resolution 2018-39 and the Utility Authority adopt Resolution 2018-06 UA, authorizing the City to apply for grant funds from the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants Program for FY 2018, and provide the required local match, if awarded.

2. The City Council authorizes the Interim City Manager or her designee to accept and receive grant funding and to make necessary budget adjustments and appropriations related to this resolution.

BACKGROUND:

Automated Meter Reading

In previous meetings the City Council has expressed interest in moving towards an Automatic Meter Reading (AMR) system for the City of Banning's ("City") utilities. The City's Electric Utility Department is well underway with converting to an AMR system for their meters.

AMR, which is becoming the standard for utilities around the country, is a method of using communication technology to read meters without having to access the meter, which is located in a meter box in the ground. There are several ways to read AMR meters, the most common method is one that uses a small radio transmitter powered by a battery that is connected to the water meter by a cable. The radio device collects a reading from the meter and transmits the reading to a collection/receiver device located in a vehicle that's being driven through your neighborhood.

Water meters within the City of Banning are currently manually read by meters readers by visiting and opening each meter box and recording the water consumption on a hand held device.

The benefits of going with an AMR system include:

- Customer Service: Bills will be based on actual consumption. At times bills have to be estimated due to lack of access to water meters or other reasons that would prevent a meter reader from reading the meter.

- Operational Efficiency: Accurate and faster collection of consumption data with a reduction is staffing allocations.

- Leak Detection: The AMR system will include acoustic leak detector sensors that will be utilized to pinpoint potential leaks on the City's distribution system. The repair of the leaks will allow for the City to reduce its water losses/non-revenue water. The leak detector sensors will also allow for identifying when there is a leak on the residential side of the meter which will result in savings for the customer.

It has been estimated that the total cost would be approximately $2.6 Million (labor and material) dollars to replace the City's 10,500 meters.

The AMR project was initially included in the CIP, however was removed during the current rate study and is currently not fully funded.

Bureau of Reclamation Grant

The Bureau of Reclamation recently released the 2018 WaterSMART: Water and Energy Efficiency Grant (WEEG) Program. Under the WEEG program, projects selected to receive funding include, amongst others, projects that result in quantifiable water savings and those which support broader water reliability benefits.

Up to $1,000,000 in federal funds is being made available for larger, phased on-the-ground projects that may take up to 3 years to complete. The grant will fund labor, equipment, materials and supplies, and environmental compliance costs.

JUSTIFICATION:

In Banning's effort to deliver water to residents in an efficient and safe manner, while safeguarding the utility's revenue stream by minimizing expenses and maintaining customer satisfaction, the AMR approach is most beneficial. The AMR meters will benefit the residents as they will produce more detailed water usage information which will allow for issues to be addressed more quickly and effectively. For example, leaks can be proactively detected faster than possible with the existing manually-read meters. The smart meters will also help the City operate more efficiently with improved customer service and support, additional data to resolve billing and usage questions, fewer estimated bills and with overall reduced operating costs.

The City plans to update all water meters to AMR and is seeking grant funds to offset the estimated $2.6 million project cost. WEEG program grant funds could provide a substantial portion of the costs for the project. If awarded funds from the WEEG program, the City will be able to move forward with its AMR project.

Per the Bureau of Reclamation, a City Council approved resolution is required to consider the grant application complete. The signed resolution must be received no later than thirty (30) days after application deadline.

FISCAL IMPACT:

City Council approval of this resolution may secure up to $1,000,000 in WEEG program funding. The City will be responsible for a local match of fifty (50) percent or more of the total project cost.

Matching funds will come from account 660-6300-471.45-11 FY 2019 ($600,000), FY 2020 ($600,000) and FY 2021 ($400,000) which is included in the City's upcoming two year budget.

ALTERNATIVE:

Reject Resolution 2018-39 and Resolution 2018-06 UA. If rejected, the City's grant application will be deemed incomplete and not considered for funding through the WEEG program.

ATTACHMENTS:

1. Resolution 2018-39
2. Resolution 2018-06 UA
3. Grant Application

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-39

RESOLUTION 2018-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE BUREAU OF RECLAMATION WATERSMART: WATER AND ENERGY EFFICIENCY GRANTS FOR FY 2018 PROGRAM FUNDING OPPORTUNITY NO. BOR-DO-18-F006

WHEREAS, the President of the United States and the United States Department of the Interior have provided funds for the WaterSMART Program; and

WHEREAS, the Bureau of Reclamation has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Bureau of Reclamation require a resolution certifying the approval of application(s) by the applicant's governing board; and

WHEREAS, the applicant, if selected, will enter into an agreement with the Bureau of Reclamation to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Banning hereby:

1. Approves the filing of an application for the WaterSMART: Water and Energy Efficiency Grants for Fiscal Year 2018 Program for the City of Banning; and

2. Appoints the Interim City Manager, or her designee, to act as agent with legal authority to enter into the grant agreement; and

3. Certifies that the City Council of the City of Banning has reviewed and supports the proposed application; and

4. Certifies that the City of Banning has sufficient matching funds to provide the amount of funding/in-kind contributions specified in the funding plan included in the grant application; and

5. Certifies that the City of Banning will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

George Moyer,
Mayor City of
Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2018-39 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 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 2018-06 UA

RESOLUTION 2018-06 UA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE BUREAU OF RECLAMATION WATERSMART: WATER AND ENERGY EFFICIENCY GRANTS FOR FY 2018 PROGRAM FUNDING OPPORTUNITY NO. BOR-DO-18-F006

WHEREAS, the President of the United States and the United States Department of the Interior have provided funds for the WaterSMART Program; and

WHEREAS, the Bureau of Reclamation has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Bureau of Reclamation require a resolution certifying the approval of application(s) by the applicant's governing board; and

WHEREAS, the applicant, if selected, will enter into an agreement with the Bureau of Reclamation to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the Utility Authority of the City of Banning hereby:

1. Approves the filing of an application for the WaterSMART: Water and Energy Efficiency Grants for Fiscal Year 2018 Program for the City of Banning; and

2. Appoints the Interim City Manager, or her designee, to act as agent with legal authority to enter into the grant agreement; and

3. Certifies that the City Council of the City of Banning has reviewed and supports the proposed application; and

4. Certifies that the City of Banning has sufficient matching funds to provide the amount of funding/in-kind contributions specified in the funding plan included in the grant application; and

5. Certifies that the City of Banning will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

PASSED, ADOPTED AND APPROVED this 22nd day of May, 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, Deputy Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-06 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sonja De La Fuente, Secretary
Banning Utility Authority
City of Banning, California

ATTACHMENT 3

Grant Application

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 05/10/2018

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Banning

* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6000674

* c. Organizational DUNS: 0991698230000

d. Address:

* Street1: 99 East Ramsey Street
Street2:
* City: Banning
County/Parish:
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 92220-4837

e. Organizational Unit:

Department Name: Public Works

Division Name: Water

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Art
Middle Name:
* Last Name: Vela
Suffix:

Title: Director of Public Works/City Engineer

Organizational Affiliation:

* Telephone Number: 951-922-3130
Fax Number: 951-922-3141

* Email: avela@ci.banning.ca.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of the Interior - Bureau of Reclamation

11. Catalog of Federal Domestic Assistance Number:

15.507

CFDA Title:

WaterSMART (Sustaining and Managing America's Resources for Tomorrow)

*** 12. Funding Opportunity Number:**

BOR-DO-18-F006

* Title:

WaterSMART: Water and Energy Efficiency Grants for Fiscal Year 2018

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Banning Automatic Meter Reading (AMR) Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 41st
* b. Program/Project: 41st

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2018
* b. End Date: 09/30/2021

18. Estimated Funding ($):

* a. Federal	997,237.00
* b. Applicant	1,600,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,597,237.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/08/2018.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Art

Middle Name:

* Last Name: Vela

Suffix:

* Title: Director of Public Works/City Engineer

* Telephone Number: 951-922-3130 Fax Number: 951-922-3141

* Email: avela@ci.banning.ca.us

* Signature of Authorized Representative: A. Vela * Date Signed: 5/7/18

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

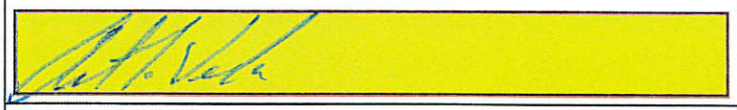
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Director of Public Works/City Engineer
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Banning, California	05/10/2018

SF-424D (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: City of Banning

*Street 1: 99 East Ramsey Street 2:

*City: Banning State: CA: California Zip: 92220

Congressional District, if known: 41st

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

Department of the Interior - BOR

7. * Federal Program Name/Description:

WaterSMART: Water and Energy Efficiency Grants for Fiscal Year 2018

CFDA Number, *if applicable*: 15.507

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: *First Name: Not applicable Middle Name:

*Last Name: Not applicable Suffix:

*Street 1: Street 2:

*City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: *First Name: Not applicable Middle Name:

*Last Name: Not applicable Suffix:

*Street 1: Street 2:

*City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix: Mr. *First Name: Art Middle Name:

*Last Name: Vela Suffix:

Title: Director of Public Works/City Engineer **Telephone No.:** 951-922-3130 **Date:** 05/08/2018

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

OMB Number: 4040-0008
Expiration Date: 01/31/2019

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$	$	$
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$	$	$
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$	$	$
10. Equipment	$	$	$
11. Miscellaneous	$ 2,597,237.00	$	$ 2,597,237.00
12. SUBTOTAL *(sum of lines 1-11)*	$ 2,597,237.00	$	$ 2,597,237.00
13. Contingencies	$	$	$
14. SUBTOTAL	$ 2,597,237.00	$	$ 2,597,237.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 2,597,237.00	$	$ 2,597,237.00

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 38 %	$ 986,950.06

City of Banning

Automatic Meter Reading (AMR) Project

PREPARED FOR:
Bureau of Reclamation
Financial Assistance Support Section
Attn: Mr. Darren Olson
P.O. Box 25007, MS 84-27814
Denver, CO 80225

PREPARED BY:
City of Banning
99 E Ramsey Street
Banning, CA 92220
951-922-3105

May 10, 2018

City of Banning, California
Mayor George Moyer

City Council Members:
Mayor Pro Tem Don M. Peterson
Councilmember Debbie Franklin
Councilmember Art Welch
Councilmember Daniela Andrade

Table of Contents

Standard Form 424 (Cover Page) ..... (under separate cover)
Standard Form 424C (Budget Form – Construction) ..... (under separate cover)
Standard Form 424D (Assurances – Construction) ..... (under separate cover)
Standard Form LLL (Lobbying) ..... (under separate cover)

Location Map i

Table of Contents ii

Technical Proposal 1

Executive Summary 1

Background Data 2

Project Location 3

Technical Project Description 10

Project Schedule 14

Evaluation Criteria 14

Project Budget 33

Funding Plan and Letters of Commitment 33

Budget Proposal 34

Budget Narrative 35

Environmental and Cultural Resources Compliance 38

Required Permits or Approvals 40

Official Resolution ..... (to come post-application deadline)

Appendix A: Letters of Support 41
Appendix B: AMR Meter Interviews 47
Appendix C: 2017 AWWA Water Audit 50
Appendix D: AMR Case Studies 52
Appendix E: Planning Documents 61
Appendix F: 2018 State Water Plan Draft Pages 66

TECHNICAL PROPOSAL

Executive Summary

Date: May 10, 2018
Applicant Name: City of Banning
City, County, State: Banning, Riverside County, California
Project Name: City of Banning Automatic Meter Reading (AMR) Project

Project Summary. The City of Banning (population 30,834) requests $997,237 from the Bureau of Reclamation (BOR) to offset costs for a $2.6 million project to retrofit 10,500 water meters to automatic meter reading (AMR) "smart meters," allowing for wireless, two-way communication between the meter and utility personnel. The new technology will allow our field service representatives (FSRs) and Pump Operators to automatically collect consumption, diagnostic, and status data from each water meter, transferring that data to a central database for billing, troubleshooting, and analyzing in a fraction of the time it currently takes. The project will modernize our infrastructure, provide more accurate and detailed leak and billing data, and will save an estimated 740.549 acre-feet per year (AFY) of potable water. The conserved water will remain in local groundwater basins, which are shared with Beaumont Cherry Valley Water District, Banning Heights Mutual Water Company, Cabazon Water Company, and the Morongo Band of Mission Indians, and recharged by a dwindling State Water Project (SWP) water allocation. The proposed project is the City's first step in our ultimate goal of converting all meters to advanced metering infrastructure (AMI), which will provide customers with real-time utility billing information that they can access online. The installation of smart meters brings us one step closer to this goal. The median household income (MHI) for the City is $40,627, well below 80% of the State's MHI of $55,322, a fact that classifies City as low-income.[1] The project will take 36 months to complete, and is not located on a federal facility.

Aligns with FOA Goals. The proposed project directly aligns with the Department of Interior's priority to modernize American infrastructure. The existing meters are an average of 15 years old and require our FSRs to physically inspect each of our 10,500 meters onsite and visually perform a meter-read. Currently, the FSRs manually read each customer water meter every 30 days. This provides a static read that only gives the total water consumption since the previous read 30 days prior. There is no way to determine daily patterns of water use or quickly "see" leaks with our current system and data. A leaky faucet may persist, or a crack in a distribution system pipe may leak for months or years before the utility can identify a problem. In Figure 1, below, a City employee identified a wet spot on the pavement that persisted for months. After investigation from the City, staff found a cracked pipe that had been leaking for an estimated 10 years. The new meters will modernize the process, allowing for drive-by meter-reading, more accurate and consistent reading, and faster and more reliable identification of system leaks and issues (for example, the City will pair every tenth meter with a leak sensor, which will identify

[1] Based on U.S. Census Bureau data from the 2012-2016 American Community Survey 5-Year Estimates and the state income limits.

distribution system leaks). The project will also result in quantifiable and sustained water savings and support broader water reliability benefits, including conservation of the region's groundwater storage resulting in less dependence on imported water from the SWP. The smart meters also lay the groundwork for a future system which will provide our customers with access to real-time utility billing information. As part of the City's 2015 Urban Water Management Plan, we developed a forecast of water loss into 2040, and found that with our current water loss patterns and lack of modern infrastructure, water loss will grow from 845.713 AFY (current) to 1,042 AFY by 2020 (just two short years) and 1,351 AFY by 2040 (City of Banning UWMP, p. 25).

The project is part of a larger city-wide overhaul to move to a "smart grid" system for both electric and water utilities. In April of this year (just last month) the City moved forward with the last phase of the electric smart meter project. This means the software system and radio towers needed for full AMI conversion for the water meters will already be in place; thus, we can leverage this system to enable the 10,500 water meters' full AMI capabilities much sooner than anticipated. This will reduce overall cost of the conversion from outdated traditional-read water meters to AMI smart meters, allowing us to move more quickly after the AMR conversion (proposed project) toward full AMI after the three-year project period.

Fig. 1 Ten-year-old Leak

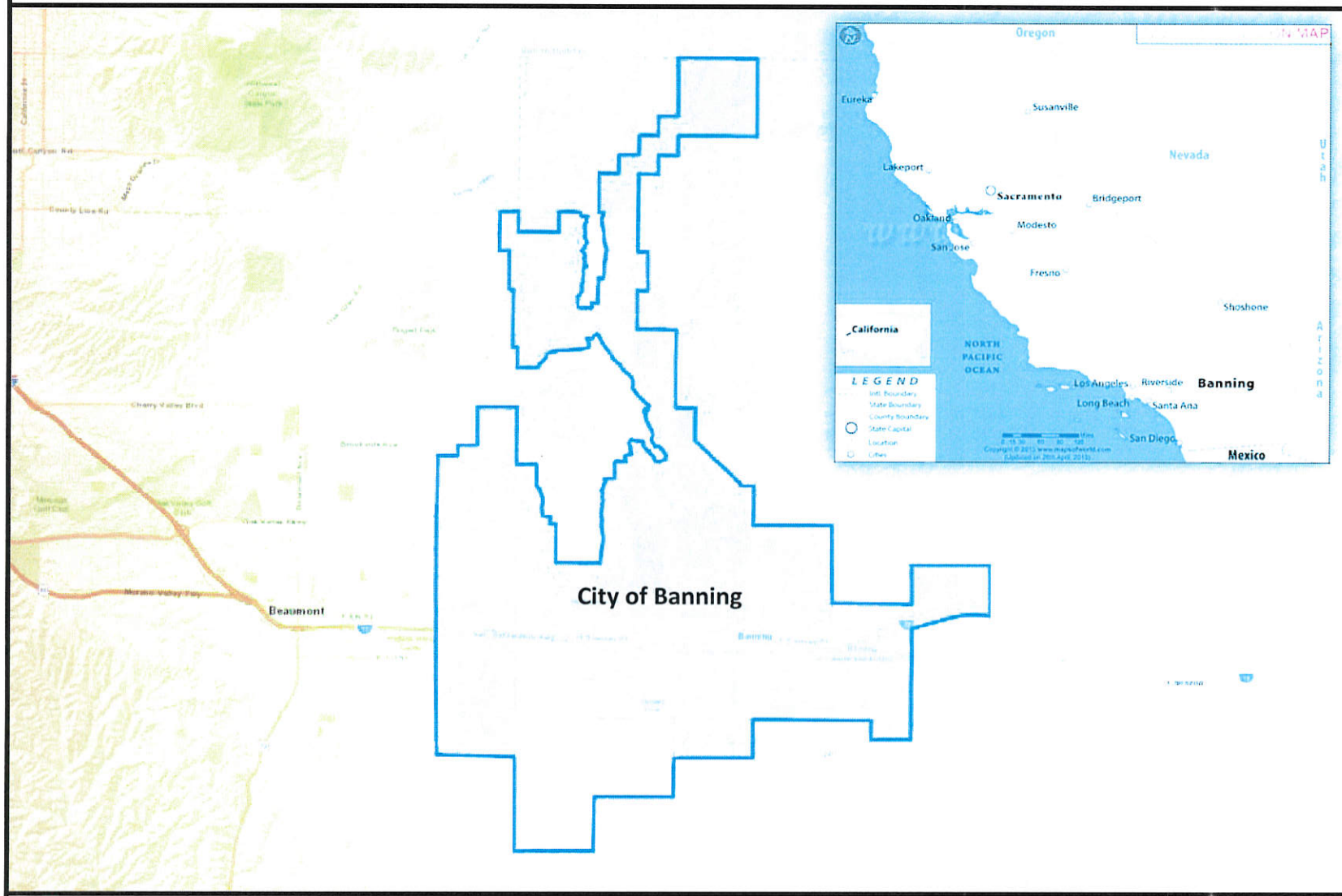
Background Data

Location (including map)

The City of Banning is in northern Riverside County in Southern California, approximately 25 miles east of downtown Riverside and 85 miles east from downtown Los Angeles. The City encompasses 23.2 square miles astride Interstate 10 in the San Gorgonio Pass and is bounded by the City of Beaumont to the west, the Morongo Band of Mission Indians to the east, the San Bernardino Mountains to the north, and the San Jacinto Mountains to the south.

As of 2016, the total existing population within the City's boundaries was estimated at 30,834 people. The City, through its Public Works Department and Water Division, provides municipal water to its service area, which includes the area within the City's boundary as well as some unincorporated areas of Riverside County. The City of Banning's Water Service Area comprises approximately 16,908 acres.

City of Banning Project Location Map



STAGECOACH TOWN USA
ESTABLISHED 1913

Automatic Meter Reading (AMR) Project

Source of Water Supply. Currently, 100 percent of the City's potable water system is supplied by groundwater from five basins: the Beaumont Basin, Banning Basin, Cabazon Storage Unit, Banning Bench Storage Unit, and Banning Water Canyon Basin, and the basins are recharged from the SWP. (The City of Banning and the Morongo Band of Mission Indians, among other entities, share the reserves in the Cabazon Storage Unit). The average annual water supply between 2012 and 2014 was 8,595 AFY, which equates to an average day demand (ADD) of 7.7 million of gallons per day (MGD). The average maximum month demand (MMD) for this same time period was 10.1 MGD, while the maximum day demand (MDD) was calculated to be approximately 13.3 MGD.

Additionally, the City purchases imported water from the San Gorgonio Pass Water Agency (SGPWA) to recharge the Beaumont Basin. The City recharged approximately 694 AF in 2015. SGPWA receives water from the State Water Project (SWP), a Reclamation Facility, via the California Aqueduct East Branch Extension pipeline to the Beaumont Basin. The predominant means of providing SWP supply to retail agencies is to recharge the Beaumont Basin, one of California's 22 adjudicated groundwater basins.[2]

Water Rights Involved. The Beaumont Basin is an adjudicated basin which quantifies pumping rights among various agencies, including the City of Banning, and provides for the use of available storage capacity. The allocation of water from the Beaumont Basin is the responsibility of Beaumont Basin Watermaster, a five-member committee consisting of representatives from the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the Yucaipa Valley Water District, and South Mesa Water Company. The use of groundwater and available storage space in the Beaumont Basin is subject to the terms of a court adjudication referred to as the Beaumont Basin Judgment. The Beaumont Basin has the capability of storing more than 200,000 AF of water.

Pursuant to the Beaumont Basin Judgment and an agreement with the Beaumont Basin Watermaster, the City of Banning has the right to store up to 80,000 AF of water in the Beaumont Basin for later use. The City is authorized to bank new yield (e.g., imported water, storm runoff, surplus spring flows, or reclaimed water) in the aquifer. New yield is defined as "proven increases in quantities greater than the historical level of contribution from certain recharge sources." This allows the withdrawal of the stored supply from the aquifer to meet future demand.

Groundwater rights in the Banning, Banning Bench, Banning Canyon, and Cabazon Basins have not been adjudicated and no groundwater management plan has been adopted by any agency with proper authority. Thus, these four basins are currently unregulated. Over half of the City's supply (62 percent) is from two sources, the Banning Water Canyon (38 percent) and the Beaumont Basin (24 percent). The Banning Basin and Banning Bench supply approximately 15 percent each. The Cabazon Basin is at the east of the City's service area boundary and serves

[2] Groundwater adjudication happens when water users turn to the courts to resolve a dispute about water in a basin for decisions on 'safe yield' and preventing overdraft.

approximately eight percent of the City's supply.

Current Water Uses. The City of Banning categorizes its water users into the following five categories: Residential, Commercial, Industrial, Public, and Irrigation. The City also provides water to the Banning Heights Mutual Water Company and High Valleys Water District. Public water uses include fire protection and construction use.

The water categories by percentage of use are listed in Table 1 below.

TABLE 1
WATER CATEGORIES – PERCENTAGE OF USE

Residential	Commercial	Industrial	Public	Irrigation
57%	29%	1.5%	1%	12%

Residential. Banning's residential sector includes single family residences, condominiums, apartments, and mobile homes. Water use in this sector typically includes indoor uses (such as bathing, laundry, drinking, cooking, and sanitation) and outdoor uses, such as landscape irrigation, car washing, swimming pools, and hardscape cleaning. The residential sector is expected to expand with new specific plan developments, which are explained further in this section under "Current and Projected Water Demand." The only agriculture currently within the City of Banning is animal husbandry (production and care of domestic animals), and these uses are served under the residential sector.

Commercial. The City has a complex mix of commercial customers, ranging from family restaurants, insurance offices, and gas stations to shopping centers, high-volume restaurants, golf courses, and other facilities serving the local population and visitors. The City's commercial sector is expected to grow to accommodate growth in the City's residential sector.

Industrial. The City's industrial sector has historically been divided between airport-industrial related uses and traditional industrial uses, ranging from storage to heavy manufacturing. Industrial development has been an important source of employment in the City.

Public. The City's public sector includes governmental institutions, such as City Hall, fire and police facilities, hospitals, railroads, schools, airport, courthouse, and interstate highways. This sector also includes cemeteries, which are non-governmental institutions. The public sector is expected to expand as the City's population grows.

Irrigation. Landscape demand is currently served by potable water, with the exception of the non-potable groundwater served to Sun Lakes Golf Course for irrigation use. Significant increases in landscape sector potable demand are not anticipated and future increases in landscape demand may be offset by future recycled water use.

Number of Water Users Served.
The City operates a single public water system which currently serves a population of 30,834 people through approximately 10,500 water service connections.

The demographic breakdown of the City of Banning is as follows: Hispanic (43.5 percent), White (39.7 percent), Black (8 percent), Asian (4.6 percent), American Indian and Native Alaskan (2.4 percent), and Other (1.8 percent). 23.2 percent of the population live below the poverty level. The California Climate Investments mapping tool (used for multiple grants to determine low-income and disadvantaged status), deems the City as a low-income community, shown at right.[3] An important notation to include, since Banning shares water reserves, is that the population of the Morongo Band of Mission Indians is 996. Increased reliability for Banning's water supply also means increased reliability for the tribe.

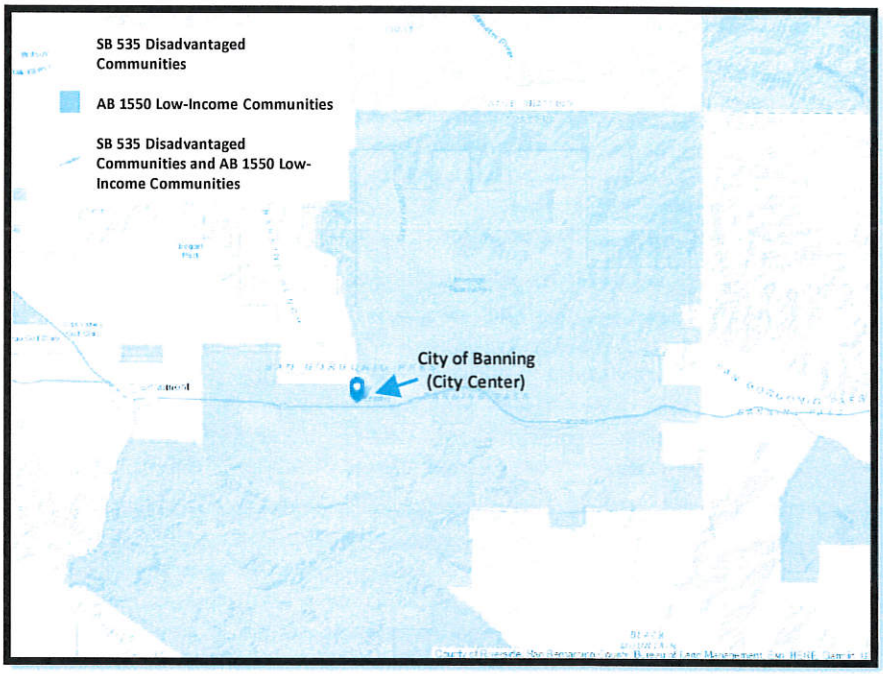


Fig. 2 AB 1550 Low Income Map

Current and Projected Water Demand. Based on development currently proposed within the City's water service area (30,834 people), the population is estimated to grow to between 37,000 and 60,000 people and approximately 8,285 new dwelling units are anticipated to be added to the City's service area by 2040. Currently, there are two significant developments planned within the City's water service area – the Atwell and Rancho San Gorgonio developments. Regardless of new developments, the population growth will require added residential water meters in the future, and the proposed project will lay the groundwork for future connections to seamlessly integrate into a modern AMR system.

[3] The California Climate Investment's AB 1550 mapping tool uses multiple data to determine disadvantaged status. It was created to help identify these communities that should receive more help according to SB 535. The communities/maps are designated by the California Environmental Protection Agency (CalEPA) for the purpose of SB 535, showing high burdens of pollution and low-income. The map can be found at: https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm.

The Atwell Specific Plan (Atwell) is a master-planned community project that encompasses 1,543 acres and includes approximately 4,900 residential dwelling units, two elementary schools, two commercial sites, and community parks and trails. The project would be constructed in five phases over an estimated period of 30 years.

The Rancho San Gorgonio Specific Plan (Rancho San Gorgonio) is a master-planned community project that encompasses approximately 831 acres and includes up to 3,385 residential dwelling units, almost 49 acres of neighborhood and community parks, over 160 acres of paseos and open space, and approximately 81 acres of right-of-way and utility easements. The project is anticipated to be constructed in six phases over a period of 18 years.

Table 2 highlights the anticipated growth without and with the proposed developments.

TABLE 2
POPULATION - CURRENT AND PROJECTED

	2015	2020	2025	2030	2035	2040
Population within the City's Water Service Area (without proposed specific plan developments)	30,491	31,913	33,335	34,757	36,179	37,700
Population within the City's Water Service Area (with proposed specific plan developments)	30,491	35,730	40,969	46,207	51,446	56,685

Based on a review of the available data for the City, it was determined that the most accurate demand forecasting method is a combination of a population- and land-use-based demand forecasting method. Population-based demand forecasting utilized a calculated per-capita water use and was obtained from the City's 2015 UWMP. Land-use-based demand forecasting utilizes calculated water demand factors. The water demand factors estimate the amount of water usage per area for a certain land-use type and are typically expressed in gallons per day per acre (GPD/AC).

Future demands were estimated and grouped into three categories: 1) existing customers, 2) known developments, and 3) infill development. The forecasted water demands are summarized in Table 3. As shown in Table 3, the City's future water demands are expected to increase from approximately 5,302 AFY to 7,018 by the year 2025, and to 8,450 AFY by the year 2040. The majority of this increase in water demands within the planning horizon is attributed to new planned developments of Atwell and Rancho San Gorgonio.

TABLE 3 WATER CATEGORIES – PERCENTAGE OF USE				
Year	Existing Demand (AFY)	Near-term (2025) Demand (AFY)	Long-term (2040) Demand (AFY)	Build-out Demand (AFY)
Existing (including Potable Water Offset)	5,302	5,262	5,262	5,262
Near-term Known Developments	0	784	784	784
Long-term Known Developments	0	0	1,581	1,581
Build-out Known Developments	0	0	0	1,409
Infill	0	972	823	3,303
Total	5,302	7,018	8,450	12,339

Potential Shortfalls in Supply. The City indirectly receives its imported water from the SWP, which is dependent on dwindling snowpack and subject to the dire conditions of California drought. As allocations decline each year for receiving agencies, we must find alternative methods for conserving our water supply and ensuring our groundwater supplies are sustainable. Pulling water from the adjudicated Beaumont Basin means that we must be especially careful to conserve our local supply -- not only for our own use, but for the multiple agencies that share reserves from the Basin.

Water Delivery System. The City of Banning's potable water is primarily supplied from groundwater wells. The City overlies the Coachella Valley Groundwater Basin, which is underlain by several large sub-basins. The City overlies the San Gorgonio Pass (SGP) sub-basin, which is divided into water storage units. As previously mentioned, the City extracts groundwater from the Banning Storage Unit, Banning Bench Storage Unit, Cabazon Storage Unit, Beaumont Basin, and Banning Canyon Storage Unit. In addition to the 21 groundwater wells within the City boundary, the City also jointly owns and operates three potable water wells with Beaumont-Cherry Valley Water District.

The water delivery system, which was built between 1913 and present, consists of 165 miles of pipeline and includes 21 groundwater wells, eight storage reservoirs, two booster pumping stations, five pressure reducing valve stations, and six pressure zones. Of the 21 groundwater wells – with a total capacity of 14,950 gallons per minute (GPM) – two (wells M7 and M12) are currently non-potable wells, resulting in a total potable water capacity of 13,700 GPM. In the future, these non-potable wells may be converted for potable use.

All wastewater flows collected within the City's service area are currently treated at one facility, the Banning Wastewater Treatment Plant (WWTP). The plant is in the southeast portion of the City adjacent to Smith Creek and east of Hathaway Street. The City contracts with Suez Environmental Services for the operation and maintenance of the WWTP. The WWTP is designed

to treat wastewater to secondary standards and consists of the following processes: headworks, screening, grit removal, two primary clarifiers, two trickling filters, and two secondary clarifiers. The existing wastewater collection system consists of approximately 112 miles of sanitary sewer pipelines ranging in diameter from 4 inches to 30 inches, as well as 4 active wastewater lift stations. The collection system was originally constructed in the 1960's, with a majority of the collection system installed between 1980 and 2000.

The solids treatment at the Banning WWTP consists of a gravity thickener, two primary digesters, a secondary digester, sludge drying beds, and percolation ponds. Anaerobic digesters and sludge drying beds are used for sludge stabilization and dewatering. The plant currently discharges the effluent to percolation ponds. Solids are periodically removed from the drying beds and hauled off by a private contractor. Once off site, the sludge is disposed of by a reputable solids hauler at a designated landfill site.

The City currently serves one high volume customer (Sun Lakes Development Golf Course) with non-potable water from Well M7 and Well M12. Based on average production data for years 2012 through 2014, the average annual demand for Sun Lakes Development Golf Course is 850 AFY (or 0.8 MGD). Aside from this customer, the City does not have any other recycled water or non-potable demands. In addition, the City has constructed approximately 2.2 miles of 24-inch diameter pipeline and has begun constructing an additional 3.4 miles of pipeline to connect the existing recycled water pipes to the WWTP.

The City has plans to upgrade the existing WWTP treatment to meet tertiary standards and facilitate infrastructure to supply recycled water. The design of the upgraded WWTP will allow for expansion of the treatment capacity when it becomes necessary.

Hydropower and Energy Efficiency. This project will conserve water by replacing outdated water meters with automatic meter reading (AMR) "smart meters." The new system will be equipped with acoustic leak sensors that will provide 24/7 monitoring of the water system. One crucial incentive to round-the-clock monitoring is the ability to detect leaks sooner and alert residential and commercial consumers to address the issue in a more expedient manner. The project will provide more accurate and detailed leak and billing data and will save an estimated 740.549 AFY of potable water.

This project has the potential to improve energy efficiency by reducing water loss. Less energy will be expended by lessening the need to import water into the basins utilized by the City of Banning. Another opportunity to conserve energy is by reducing the number of times groundwater must be pumped and boosted into the water distribution system.

Past Working Relationship with the Reclamation. The City of Banning purchases imported water from the San Gorgonio Pass Water Agency (SGPWA) to recharge to the Beaumont Basin. SGPWA receives deliveries from the State Water Project (SWP), a U.S. Department of the Interior Bureau of Reclamation facility, through the East Branch of the California Aqueduct.

Technical Project Description

The proposed project is to update 10,500 water meters in the City of Banning to Automated Meter Reading (AMR) infrastructure. The average age of existing meters is approximately 15 years old. Please see Figure 3, below. The City currently employs five (5) full-time Field Service Representatives (FSRs) that physically inspect and read each of the individual water meters by driving to the service address, getting out of their vehicle, and walking to the meter to take the read. The proposed project will allow the FSRs to drive by and gather data from each meter without having to exit the vehicle. The upgraded meters will include acoustic leak detector sensors that will consistently record data, like high or unusual flow patterns and pressure changes, to pinpoint potential leaks on both the distribution and residential sides of the meter. Our current meters only provide a static read of the amount of water that was used since the last read, generally 30 days prior. There is no indication of daily use or patterns, or unusual spikes in water flow.

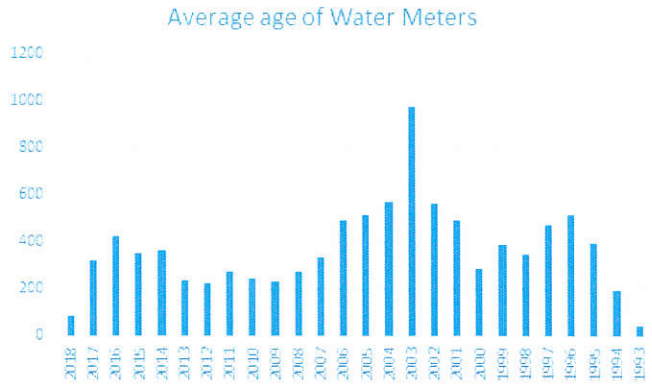


Fig. 3 Average Age of Water Meters

In preparation of the project, City staff visited two nearby municipalities that upgraded to the same AMR system (Pasadena and the Palmdale Water District in California) as proposed in this application. Staff received favorable reports of increased leak detection, little to no issues with the equipment, and gathered information about the most efficient way to install a large number of meters to an entire service area. Both Palmdale and Pasadena found an immediate upgrade to full AMI meters to be cost-prohibitive and have chosen to install AMR as the foundation of their modernized meter infrastructure. Please see reports from meetings in Appendix B. The City is currently mobilizing to install a small test set of the proposed water meters (25 to 50) to ensure efficient installation and integration of the system. The test will include software integration and testing from multiple locations across the City, and data collection.

The proposed project will begin within 90 days of BOR grant award notification and will be complete within 36 months. The City will choose the selected vendors through a formal bid process, who will manage the purchase, delivery, integration and testing of the AMR system, with oversight from the City's Project Manager, Mr. Luis Cardenas. Physical installation of the new AMR meters will be performed by City staff, who are certified water distribution system operators.

The proposed project includes the following tasks:

Task 1. Project Grant Administration
Banning staff will provide administrative oversight for the project. Activities will include reviewing and executing the grant agreement and contract, preparing for and attending meetings with the Bureau of Reclamation (BOR), maintaining all grant and project files, preparing and processing requests for reimbursements and fully completed form SF-425 federal financial reports semi-annually and with the final report, preparing updates for the City Council, ensuring grant compliance, completing and submitting semi-annual interim performance reports (to include accomplishments and milestones met and the status of the schedule and timeline) and a final performance report (to include a summary of the objectives met, benefits achieved, long-term resiliency from project, collaboration among partners, and photos), coordinating any audit requests or examination of records by BOR or independent auditors, and maintaining all records for at least three years after the project is closed out.

Deliverables include:

- Executed grant agreement
- Meeting agendas and minutes
- Requests for reimbursement
- Completed SF-425 reports
- Interim performance reports
- Final performance report
- Audit report (if applicable)

Task 2. Finalize Agreement with Vendor
Vendors will be selected through a formal bid process. They will be responsible for making periodic deliveries, troubleshooting faulty equipment and replacing, at no additional cost, any components that are found to be defective. The City has adequate staff to provide the labor for the meter replacements. The team will hold a kick-off meeting with the selected vendors to review the schedule (and make refinements, if necessary), the cost estimate, and expectations for the 36-month project.

Deliverables include:

- Final agreement documents with Vendor
- Project schedule including key milestones
- Notes from Kick-Off Meeting
- Refined, final cost estimate

Task 3. Easement(s)/R.O.W.
No easements or R.O.W. are anticipated for this AMR installation project. Water meter boxes will remain at their existing locations.

Task 4. Environmental Documentation
The City of Banning anticipates that the proposed project will qualify for a California Environmental Quality Act (CEQA) Categorical Exemption because the project will not result in

individual or cumulatively significant environmental effects, and therefore falls within Section 43, Code of Federal Regulations, Part 46, Subsection 46.210(f): *Routine and continuing government business, including such things as supervision, administration, operations, maintenance, renovations, and replacement activities having limited context and intensity (e.g., limited size and magnitude or short-term effects).*

The City also anticipates that the project will be considered a National Environmental Policy Act (NEPA) Categorical Exclusion, according to the list of Categorical Exclusions located in the Code of Federal Regulations for the Department of Interior. The project meets the following Categorical Exclusion definitions: "minor construction activities associated with authorized projects which...merely augment or supplement..." and "maintenance, rehabilitation, and replacement of existing facilities which may involve a minor change in size, location, and/or operation."

Environmental documentation will be filed after the grant is executed and the contract is awarded.

Deliverables include:

- Approved and adopted CEQA documentation (Categorical Exemption)
- Approved and adopted NEPA documentation (Categorical Exclusion, BOR to confirm)

Task 5. Permitting

No permits are expected for the AMR installation project.

Task 6. Public Outreach

City of Banning project staff will continue efforts to alert the 10,500 customers of the system upgrade and provide education regarding the logistics and benefits of installation and the new system. Outreach began in March of 2017, with information posted to the City's website about the impending upgrade of electric and water smart meters and contact information for City staff to answer any questions. Outreach will include a video of a meter replacement on the Banning public news channel as well as the City's website, and may include door tags.

Deliverables include:

- Copies of customer outreach materials

Task 7. Install Meters

City of Banning staff will install 10,500 Itron ERT 100W Modules and 10,500 multijet meters of varying size (0.75-inch, 1-inch, 1.5-inch and 2-inch). The system will include advanced acoustic leak sensors (OpenWay Riva Leak Sensors) on approximately one out of every 10 meters if the pipe material is metal, and one out of every two meters if the pipe material is plastic. No digging will be necessary. For each meter, staff will mount the encoder receiver transmitter (ERT) on a fiberglass stake underneath the existing meter lid, then remove the old meter and install the new AMR meter. Staff anticipates that installation will be accomplished over the three-year period in three installments: Year 1 - 3,500 meters installed; Year 2 – 3,500 meters; and Year 3 – 3,500

meters. One Water Service Worker will be dedicated to the task full-time, installing an average of 12 meters each per day until each year's installment is complete. A second Water Service Worker will assist with meter replacements as necessary to stay on schedule.

Interval data including consistent (hourly or daily depending on programming) flow monitoring and leak sensor data will be gathered daily as our Pump Operators and FSRs monitor the service area. Pump Operators will have a dedicated laptop in each operations truck to continuously pick up reads as they drive to each City well every day. FSRs will have dedicated routes to pick up meter data on their laptops and can pick up an average of 2,000 reads in 3.5 hours (versus one static read per month with our current system). The FSRs and Pump Operators will upload data daily at the end of their shifts, and Water Department staff will analyze reports for leak alerts and unusual activity.

Deliverables include:

- Installation schedule
- Meter installation inspection checklists
- Contractor invoices

Task 7.1. Test and Launch AMR System

The vendor will ensure that the new AMR system will be integrated with the City's billing system to allow customers to view periodic flow rates, total water consumed during a selected period, and total consumption over a billing cycle. The vendor will install a software system for the AMR interface and system analytics and fully test the system upon completion of each phase of the installation. Preliminary software and integration testing will be accomplished with our test set of meters before grant award. The system will need minimal manipulation during the grant-funded phases of installation.

The OpenWay Riva Water Module will be able to relay the extended meter alarms provided by new meters. These alarms will include:

- Empty Pipe;
- Temperature;
- High Flow;
- Meter Low Battery;
- Meter Tampering;
- Reverse Flow; and
- Zero Consumption.

Deliverables include:

- Vendor invoices
- System handbooks

Task 7.2. Train Staff
The vendor will provide an extensive onsite training to City staff, to include installation, operation and maintenance of the meter units, overview and operation of the software management system and data collection capabilities, and training on developing and analyzing reports.

Deliverables include:

- Vendor invoices
- Training agenda and participant list
- Photographs of the installed meters
- Installation completion report

Schedule
Please see the anticipated project schedule, below.

Table 4-SCHEDULE

City of Banning AMR Implementation Schedule													
Task No.	Timeline Major Project Tasks	*2018*	*2019*				*2020*				*2021*		
		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
0	BOR Awards Announced August 2018												
1	Project Grant Administration												
2	Finalize Agreement with Vendor												
3	Easements – Not Applicable												
4	Environmental Documentation												
5	Permitting – Not Applicable												
6	Public Outreach												
7	Install Meters												
7.1	Test and Launch AMR System												
7.2	Train Staff												
Project Start: October 1, 2018 --- Project Completion: September 31, 2021 (36 months)													

Evaluation Criteria

Evaluation Criterion A: Quantifiable Water Savings (30 points)

Amount of Water Saved and Current Losses

The estimated amount of water expected to be conserved as a direct result of this project is 740.549 acre-feet per year (AFY).

Please see responses to questions, below, for details regarding quantification methodology, estimated water losses, and support for these conclusions.

Municipal Metering.

a. **How has the estimated average annual water savings that will result from the project been determined? Please provide all relevant calculations, assumptions, and supporting data.**

The estimated annual water savings was calculated utilizing the City's annual AWWA water audit (attached in Appendix C) and Environmental Protection Agency (EPA) assumptions and data. Please see below.

The City quantified potable savings in the following manner: **First, the City determined annual, real water loss.** The City utilizes American Water Works Association (AWWA) software to perform annual water audits. Water audits evaluate the effectiveness of metering and meter reading systems, as well as billing, accounting, and loss control programs. The City's latest annual AWWA water audit shows an annual water loss of 845.713 AFY in 2017 – an average of 57.16 gallons per service connection per day of water loss. This number is determined by subtracting the amount of water authorized for consumption (6,085.883 AFY) from the amount of actual water supplied (6,931.596 AFY).

6,931.596 AFY – 6,085.883 AFY = 845.713 AFY TOTAL LOSS

The audit shows 156.343 AFY in unavoidable apparent losses. This is a number we cannot control and includes unauthorized consumption and system calculation errors. We subtract this number from actual water loss to find "real loss."

845.713 AFY – 156.343 AFY = 689.37 AFY REAL LOSS (current, ongoing loss)

This is the amount of water lost to water leaks on the utility side of the meter – leaks in the distribution system, overflows at the utility's storage tanks, leakage up to the service connection points, and leaks at the meter that do not register consumption. This water seeps back into the ground, and is water that the City has paid for, but is not reimbursed for. It is called nonrevenue water. All these water loss/nonrevenue water causes can be curbed with the proposed AMR meter upgrade to the system, thanks to the acoustic leak sensors.

Second, we estimated the amount of savings from the proposed project in two ways.

Methodology 1 (Distribution System Losses): We reviewed current Environmental Protection Agency (EPA) literature and studies that show net savings when updating traditional meter systems without leak detection sensors to smart meters. According to the EPA Water Audits and Water Loss Control for Public Water Systems report "Average water loss in systems is 16 percent – up to 75 percent of that is recoverable" (Thornton, J., Sturm, R., Kunkel, G., Water Loss Control Manual (2nd Edition), McGraw-Hill, 2008).

We used the above statement to determine water savings:

1) The proposed project is to upgrade 10,500 meters, which is our entire system.
2) Based on the EPA's statement that up to 75% of system water loss is recoverable, we conservatively anticipate a 50% reduction in our real water loss number (50% of 689.37 AFY = 344.685 AFY in savings) due to quicker leak detection (system leaks that have been leaking for months or years). The City's Pump Operators and FSRs will continuously gather data from the new meters and sync the data daily to identify continuous or high flows (leaks). Staff will identify leaks in days versus months or years and virtually eliminate this source of water loss.
3) **Methodology 1 Total Estimated Water Savings: 344.685 AFY**

The proposed project will allow this water to remain in local groundwater basins. It will not need to be pumped to customers as leaks will be identified and repaired quickly, eliminating continuous flow to leaks and cracks in the system. Currently, on the distribution side of the meter, we can only respond to visible leaks and breaks; thus, we are taking a reactive approach that does not control the system leakage – we only repairs leaks we can see after the fact. The proposed project will allow us to detect leaks – even leaks that never reach the surface – in days rather than months or years.

Methodology 2 (Customer-Side Savings): On the customer side of the meter, we will be able to identify daily usage, water use spikes and high or continuous flows. Currently, we have no way to tell if a residential meter has had an unusual uptick in water flow or usage and we have no daily snapshot of use. The new system will allow us to see these upticks and red flag water patterns to address leaks quickly. The AMR system will recognize if there is an increase in consumption that might indicate a leak, leading to faster detection and repair. The EPA's WaterSense website states that the average household's leaks can account for 10,000 gallons of water wasted every year (residential side of the meter). Furthermore, 10% of homes have leaks that waste 90 gallons or more per day (or 32,850 gallons per year).

1) Banning plans to retrofit AMR meters for 10,500 homes.
2) Using the above logic, we can assume that 90% of these 10,500 homes are leaking 10,000 gallons of potable water each year (90% of 10,500 is 9,450 X 10,000 gallons per year = 94.5 million gallons per year).
3) We can also assume that 10% of these homes are leaking 32,850 gallons per year (10% of 10,500 is 1,050 X 32,850 gallons per year = 34,492,500 gallons per year).
4) Together, this is 128,992,500 gallons per year, or 395.864 acre-feet per year. We believe that the new leak sensors and daily residential meter data will allow us to quickly repair and eliminate these leaks for the retrofitted homes.
5) **Methodology 2 Total Estimated Water Savings: 395.864 AFY**

The two methodologies together account for water loss that can be prevented on both the distribution meter side AND the customer-side of the system, thus we found the project's estimated water savings to be 740.549 AFY.

344.685 AFY (Distribution Side) + 395.864 AFY (Customer Side) = 740.549 AFY

Total Estimated Water Savings from Project = 740.549 AFY

b. How have current distribution system losses and/or the potential for reductions in water use by individual users been determined?

The current distribution system losses were determined through AWWA water audit software. California Senate Bill 1420 requires water purveyors to quantify distribution system losses for the most recent 12-month period available. The water loss quantification is based on the water system balance methodology developed by the AWWA. In 2015, the City compared results from AWWA methodology with their own water loss methods and calculations and found the water loss numbers in the AWWA report consistent with City staff calculations. We continue to use the AWWA methodology and software to determine water loss (689.37 AFY of current, ongoing, "real" loss in 2017).

Though not quantified, we believe there is potential for reductions in water use by individual users. The new AMR system will allow us to give customers detailed reports of their water usage in their monthly bills. They will be able to identify patterns of high usage and see exactly where their water is going. We anticipate behaviors such as over-watering landscapes and running taps will be curbed with this more accurate data for the customer.

c. For installing individual water user meters, refer to studies in the region or in the applicant's service area that are relevant to water use patterns and the potential for reducing such use. In the absence of such studies, please explain in detail how expected water use reductions have been estimated and the basis for the estimations.

"Metering America: AMR as a Conservation Tool" by David Wallenstein, the Associate Engineer for the East Bay Municipal Water Utility District (EBMUD) in Oakland, California, performed a customer survey within their 1.3 million customer service area, and found that that 60 percent of single-family respondents thought they used less than 50 gallons per day (GPD) per Household, but the actual average is 228 to 480 GPD per single-family household. Seventy-one percent of residents irrigated the same area daily, and 13 percent irrigated the same area twice daily. The study found that customer conservation was a key piece to their conservation puzzle, and that, when armed with more detailed data, customers changed their water-use patterns (Wallenstein, 2006). "Metering in California," by the Pacific Institute, cites, "Studies show that metering, when coupled with effective pricing structures, reduces water use by 15% to 20%" (Pacific Institute, 2014).

Please see below for additional studies of water use systems and water use reductions.

The following studies of systems using the same Itron advanced meter technology (or similar) that Banning will use for the proposed project corroborate the anticipated benefits and reduction of water loss. Longer excerpts from each study is provided in Appendix D.

1) "Recapturing Lost Water and Revenue: Providence Water Integrates Itron's Leak Detection Technology into Daily Operations"
Study Excerpt: "With the leak repair program now under way in earnest, the benefits have been immediate. According to DiNoble, as of June 1, 2012 the utility is tracking 167 probable leaks. In three weeks, DiNoble's crew has investigated 72 of these probable leaks—as many as 15 per day—and created 31 work orders for repairs. Leaks have been located on copper, lead and cast-iron lines and averaged about three gallons per minute (GPM). Just these initial repairs will recover more than 31 million gallons each year."

2) "The Digital Difference: Leak Detection at Clayton County Water Authority"
Study Excerpt: The Clayton County Water Authority (CCWA) utilized advanced metering from Itron to pinpoint and curtail leaks among its 76,000 customer meter accounts. CCWA installed digital correlators for the computerized acoustic technique to accurately localize its pipeline leaks along with other technology, to stunning results: "As part of a six-year long leak detection scan of its entire 1,456 miles of water main, Clayton County Water Authority (CCWA) was dismayed at the start of 2000 to find its nonrevenue water losses nearing 20 percent. Recognizing that these losses were no longer a necessary part of doing business, and in response to an increasingly water constrained environment, the CCWA board of directors and management team began looking for ways to distance themselves from the alarming statistic. They took action in 2000 to implement a comprehensive leak detection initiative — the results of which are so successful that their non-revenue water losses plummeted to 12.5 percent last year."

3) "City of Parsons, TN: Itron Technology Helps Streamline Data Collection Processes and Save Taxpayer Dollars"
Study Excerpt: "Automation has allowed the utility to read endpoints remotely in a fraction of the time it took to read the old ones, saving time and money. With Itron's mobile collection technology equipped inside a vehicle, the need to walk door-to-door is eliminated. This has greatly reduced the time it takes field personnel to read meters from what used to take an entire week, to what now takes under six hours. Because the technology can register signals from a half-mile away, readers can cover large parts of the county with a simple driving route. 'By implementing automation collection capabilities, we have seen exponential cost savings in regards to taxpayers' dollars and company expenditures,' said Lee Villaflor, the utilities superintendent for the City of Parsons."

4) "Eastern Municipal Water District Improves Meter Read Accuracy" (This study was performed in the same county as Banning – Riverside County, California.)
Study Excerpt: "Headquartered in Perris, California, the Eastern Municipal Water District (EMWD) provides services to seven cities in Riverside County and is California's sixth-

largest water agency. With 795,000 individuals served and counting, the Southern California water provider is quickly installing meters to keep up with its expanding customer base. In the past four years alone, the utility has installed more than 7,000 new residential and commercial meters. FlexNet (advanced meter type from Sensus brand technology that is similar to Itron) opened the door to new monitoring possibilities that have given rise to innovative ways to rally customers around water conservation and combatting the drought. Continuous usage reports identify consumers with high consumption levels. EMWD staff initiates contact via phone call, email or text message to inform customers of elevated usage and encourages them to repair the issue. To date, 2,600 customers have been contacted regarding continuous usage at their residence, and 2,300 of them no longer show signs of leaks."

This study is not included in the appendix, but can be found here: https://sensus.webdamdb.com/bp/#/folder/568535/45628912

d. If installing distribution main meters will result in conserved water, please provide support for this determination (including, but not limited to leakage studies, previous leakage reduction projects, etc.). Please provide details underlying any assumptions being made in support of water savings estimates (e.g., how leakage will be reduced once identified with improved meter data).

The proposed project does not include distribution main meter infrastructure. However, the project will reduce leakage with improved individual meter data on both sides of the meter (distribution and residential). The AMR acoustic leak detection correlators will help pinpoint the location of potential leaks in the distribution system. It is assumed that in the first weeks of installation, the City will begin to identify existing leaks that are currently going unnoticed. The smart meter technology will identify these leaks and allow for leak repair. Please see justification in parts a, b, and c of this criterion for further details.

e. What types (manufacturer and model) of devices will be installed and what quantity of each?

The City will install 10,500 Itron 100W ERT modules that include Itron's advanced acoustic Leak Sensors. The Leak Sensors collect and analyze changes in pipe acoustics that indicate probable leaks in the distribution system environment to detect both new and pre-existing leaks automatically. Leak Sensor technology, coupled with the module's internal customer-side leak detection algorithm provide the utility with a highly accurate picture of the overall health of the water distribution system. The ERT module stores 40 days of hourly consumption information, which can be collected by the fixed network system to leverage real time data collection or can be read by mobile or handheld systems.

Additionally, the modules enable easy migration from mobile (proposed project) to network (long-term goal for city) operations in the future. As part of the full two-way

communications network, the module supports other capabilities should the City choose to enable them including: tamper and reverse flow flags, exception reporting, and firmware upgrades. The technology will provide the utility with a highly accurate picture of the overall health of the water distribution system.

f. How will actual water savings be verified upon completion of the project?

Actual water savings will be verified in the City's annual AWWA water audit each year during the period of performance. We are using the same data points as our baseline for 2017 and will show the water savings at the end of each year with the annual report. On a monthly basis, we will compare consumption for the same month the year before meter conversion for customers who have the new AMR meters. Additionally, the Itron meter software combined with the City's GIS technology will allow staff to develop digital images, maps, and reports for monthly reporting and a final report for the BOR.

Evaluation Criterion B—Water Supply Reliability (18 points)

Please provide sufficient explanation of the project benefits and their significance. These benefits may include, but are not limited to, the following:

- **Does the project promote and encourage collaboration among parties in a way that helps increase the reliability of the water supply?**

Yes, the proposed project has wide local and regional support which promotes and encourages local and regional collaboration to achieve California's overarching goal to increase the reliability of the State's water supply and provide long-term solutions to the effects of climate change and population growth. Letters of support from the following entities are included in this application in Appendix A:

- San Gorgonio Pass Water Agency;
- Riverside County Flood Control and Water Conservation District;
- Supervisor Marion Ashley – Riverside County Board of Supervisors, who was key in the development of the San Gorgonio Pass Regional Water Alliance; and
- Representative Raul Ruiz Congressman for the U.S. House of Representatives 36th District in California – member of the House Committee of Energy and Commerce for clean, sustainable practices for the environment.

The San Gorgonio Pass Water Agency (SGPWA): SGPWA provides imported water to the City of Banning from the SWP to reduce local groundwater overdraft. The project is expected to save 740.549 AFY of potable water that can remain in the Beaumont Basin (one of California's 22 adjudicated basins), and other local basins, and will contribute to SGPWA goals of sustaining groundwater supplies. This is especially significant as imported water allocations from the SWP continue to decline.

Riverside County Flood Control and Water Conservation District (District): The District's mission is, in part, to support regional water conservation measures. As such, the District is a member of the San Gorgonio Pass Regional Water Alliance (Alliance), along with the City of Banning and 11 other regional water providers and local governments (see Alliance section below). The District works closely with Alliance members to develop mutually beneficial solutions that include coordinating plans and infrastructure development that ultimately deliver clean, reliable and affordable water supplies for the citizens of the San Gorgonio Pass. Our proposed project will do just that – ensuring that the hundreds of acre-feet of water each year are not lost due to undetected leaks.

Supervisor Marion Ashley (Riverside County Board of Supervisors): Supervisor Ashley serves as the Chairman of the Southern California Water Committee (Committee) and was a key in developing the San Gorgonio Pass Regional Water Alliance (see below). The proposed project aligns with the Committee's goal to improve delivery and sustainability of vital water resources.

Representative Raul Ruiz: As the Congressman for the U.S. House of Representatives 36th District in California, Representative Ruiz serves the Coachella Valley and the cities of Banning, Beaumont, Blythe, Hemet, and San Jacinto. The proposed project aligns with the goals of the House Committee of Energy and Commerce for clean, sustainable practices for the environment by modernizing infrastructure that will result in significant water savings by providing quick, efficient leak detection.

In addition to Banning's widespread support of local and regional water resource goals, the City also participates in several collaborative associations and programs to establish and encourage local and regional water savings, better water management, and long-term solutions to water sustainability, which include the following:

San Gorgonio Pass Water Alliance (Alliance): The Alliance was created on November 6, 2012 by action of the Riverside County Board of Supervisors to identify challenges in water supply and water quality in the region and to improve coordination, collaboration, and communication among local, state, and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region. The Alliance **is a coordination of 13 regional water providers and local governments located in the San Gorgonio Pass region, including the City of Banning, dedicated** to achieving greater efficiency and effectiveness in delivering water supplies. The Alliance is charged with developing mutually beneficial solutions that include coordinating plans and infrastructure development that ultimately deliver clean, reliable and affordable water supplies for the citizens of the San Gorgonio Pass.

Beaumont Management Zone (BMZ) Maximum Benefits Program: The City of Banning participates in this program, which is under the oversight of the Santa Ana Regional Water Quality Control Board (RWQCB) and is intended to ensure the long-term sustainability of water quality in the BMZ. Banning works closely with the Yucaipa Valley Water District, Beaumont-Cherry Valley Water District, and City of Beaumont who are also participants in the program.

Beaumont-Cherry Valley Water District: The City of Banning and Beaumont-Cherry Valley Water District jointly own and operate three groundwater wells in accordance with an agreement between the two parties, dated December 23, 2003. These wells have the capacity to supply 2,000 GPM each of potable water to the Cities of Banning and Beaumont annually. The City of Banning is entitled to 50% of the production capacity.

San Gorgonio Pass Sub-Basin Cooperative Agreement: The City of Banning, SGPWA, and Banning Heights Mutual Water Company signed a Memorandum of Agreement in April of 2017 to manage the sub-basin in accordance with the Sustainable Groundwater Management Act (SGMA). Other stakeholders include the High Valleys Water District and Morongo Band of Mission Indians.

The City has also initiated several water conservation programs to work with the public and educate water service customers on various approaches to conserve water. At City Hall, water conservation pamphlets are displayed year-round as well as at public city-wide events. Public Works Department staff visit school classrooms, make presentations on water conservation, and distribute brochures with water conservation information, emphasizing the value of water and water conservation.

- **Is there widespread support for the project?**

Yes, as mentioned above, there is local and regional support for the proposed project from agencies including SGPWA, Riverside County Flood Control and Water Conservation District, Riverside County Board of Supervisors, and Representation Raul Ruiz. There is also public support, as demonstrated by the letter of support provided by the Serrano Del Vista Home Owners Associations (HOA). This HOA represent 246 homes which adhere to the strict California water restrictions to ensure that valuable water is not wasted. The letter provided supports the City's goal to move toward a system that will allow quick identification of leaks at homes and businesses and will supply accurate snapshots of daily data for water usage.

The City is also diligent in gathering public feedback for conservation projects like this one. The project was listed in the 2015 UWMP as a measure to modernize water delivery and reduce leaks and water loss. Since its first UWMP was developed in 1985, the City has actively encouraged community participation in its urban water management planning efforts by holding public hearings and making draft UWMPs available for public review and comment prior to adoption. Public comments are included in the final version. A copy of the Final 2015 UWMP is available for public review at the City Clerk's office and is also available online at www.ci.banning.ca.us/2015uwmp.

- **What is the significance of the collaboration/support?**

Ultimately, the significance of the City's collaboration with and support from other agencies and inclusion in various water management programs is the dedication of the cities and agencies in Western Riverside County to work together to conserve and better manage valuable water resources for the future of California.

The City extracts groundwater from the Beaumont Storage Unit (Beaumont Basin) Banning Storage Unit, the Banning Bench Storage Unit, the Cabazon Storage Unit, and the Banning Canyon Storage Unit of the San Gorgonio Pass Sub-basin portion of the Coachella Valley Groundwater Basin. As stated above, the City purchases imported water from SGPWA to recharge the Beaumont Basin, which also supplies water to the City of Beaumont, Beaumont Cherry Valley Water District, South Mesa Water Company, and Yucaipa Valley Water District. SGPWA receives water from the SWP, a Reclamation Facility, via the East Branch Extension pipeline, thus the Beaumont Basin receives Reclamation water via the SWP.

The City of Banning must work closely with agencies and cities to properly manage water supplied by the Beaumont Basin to ensure there is ample water resources for all citizens of San Gorgonio Valley now and in the future as the State faces the effects of climate change and population growth. In addition, the City strives to implement projects that will save significant amounts of valuable water that affect all of California including imported water from the SWP supplies.

- **Is the possibility of future water conservation improvements by other water users enhanced by completion of this project?**

The proposed project will save 740.549 AF of water annually that will remain in the adjudicated Beaumont Basin and other local groundwater basins. The more water that is kept in the Basin to provide recharge and storage for future use, the less water the City will have to purchase from the SWP, enhancing the long-term reliability to SWP water resources. Continuous availability of SWP allocations will require complete development of the unfinished SWP, which currently is unable to meet maximum amount obligations during droughts.

In particular, the Wanger decisions regarding protection of the Delta smelt (endangered fish species), concerns about reliability of the Delta levees, and other concerns led the Department of Water Resources to issue a revision in June 2012 of The SWP Reliability Report 2009, dated August 2010, wherein the long-term reliability of SWP supplies was reduced to approximately 60 percent of maximum allocations (later reduced to 58 percent). Without the construction of additional Sacramento-San Joaquin Delta facilities and certain water storage reservoirs, the water supply capability of the SWP will remain limited and SWP Contractors will have to share reduced quantities of available supplies, especially during droughts.

In addition, Banning will share best practices and results of the proposed project with the cities and agencies included in its numerous programs and agreements which will enable project replication in other cities and districts.

- **Will the project make water available to address a specific water reliability concern? Please address:**
    - **Explain and provide detail of the specific issue(s) in the area that is impacting water reliability, such as shortages due to drought, increased demand, or reduced deliveries.**

As stated above, the City of Banning purchases imported water from SGPWA, sourced from SWP water supplies. The proposed project benefits the same Delta region as the SWP. The SWP draws water from the Delta, where the Sacramento and San Joaquin Rivers meet. SWP water is then pumped through the North Bay Aqueduct and the East Branch among other paths. SWP then supplies water to Banning to recharge the Beaumont Basin. SWP supplies also originate from the Feather River watershed. The availability of these supplies is dependent on the amount of precipitation in the watershed, the amount of that precipitation that runs off into the Feather River, water use by others in the watershed and the amount of water in storage in the SWP's Lake Oroville at the beginning of the year. Variability in the location, timing, amount and form (rain or snow) of precipitation, as well as how wet or dry the previous year was, changes from year to year as shown in the amount of water that flows into Lake Oroville. According to the Department of Water Resources, one of the leading factors in determining SWP water allocations is snow water content. The statewide snow water content is currently 37 percent of average. Despite the above-normal precipitation received in March and April, warm temperatures increased runoff and snowmelt in the Northern Sierra, resulting in diminished snowpack for this time of year.[4]

As discussed in Section 1.8 and in DWR's 2015 State Water Project Delivery Capability Report (2015 DCR), climate change adds another layer of uncertainty in estimating the future availability of SWP source water. Current literature suggests that global warming may change precipitation patterns in California from the patterns that occurred historically. While different climate change models show differing effects, potential changes could include more precipitation falling in the form of rain rather than snow and earlier snowmelt, which would result in more runoff occurring in the winter rather than spread out over the winter and spring.

Water conservation at the end source will benefit all of the water recipients and suppliers up the chain of delivery, because decreased water demand from the residents of Banning means a larger water supply for the rest of Delta and SWP water recipients.

- **Describe where the conserved water will go/how it will be used. Will the project directly address a heightened competition for finite water supplies and over-allocation (e.g., population growth)? Will it be left in the river system?**

[4] https://mavensnotebook.com/2018/04/24/this-just-in-dwr-increases-water-supply-allocation-to-state-water-contractors-to-30/

The conserved water will remain in the local groundwater basins, allowing a more sustainable local supply and decreased dependence on imported water for recharge. The proposed project will directly address the adjudication of the Beaumont Basin by ensuring that 740.549 AFY of local water remains in the Basin, which is a finite resource shared among several agencies.

- **Describe how the project will address the water reliability concern?**

In addition to the existing restrictions on water supplies from the SWP, California is in its seventh consecutive year of severe drought. Beginning in 2012, the State experienced the driest three years on record. In response to another dry winter in 2014/2015, the Governor of California issued an executive order on April 1, 2015, mandating water restrictions on urban water use statewide, and demanding 25 percent reduction in water use. Drought has a tremendous impact on SWP water, as stated above, and also pushes more agencies in the region to utilize, and necessarily conserve, local groundwater. One basin is already adjudicated and is shared among multiple users. The proposed project will help conserve local water, leaving more in the basin to share and for storage AND to help reduce the need to draw on imported sources like the SWP.

- **Will the project help to prevent a water-related crisis or conflict? Is there frequently tension or litigation over water in the basin?**

There is tension over the Beaumont Basin, as described throughout the application, and litigation in the form of the basin's adjudication to prevent over-allocation. The project will ease the tension by reducing Banning's water needs and freeing up demand on the Basin. The project is also critical as California continues to experience drought conditions. By conserving more water, Banning will need less imported water from the SWP for groundwater recharge. And, the SWP is often a hot topic and subject of tension, which contributes to less draws.

- **Provide a description of the mechanism that will be used, if necessary, to put the conserved water to the intended use.**

Not applicable. The conserved water will simply remain in the City's groundwater basins.

- **Describe the roles of any partners in the process. Please attach any relevant supporting documents.**

As described earlier, and indicated in the application's letters of support, the City of Banning has many important relationships and collaborations at the local, regional, and state levels to enhance conservation of the regional water supply. The City also performed site visits to two local agencies to evaluate the effectiveness of AMR projects in the local region. Please see the notes from both agencies in Appendix B.

- **Indicate the quantity of conserved water that will be used for the intended purpose.**

Conserved water in the amount of 740.549 AFY will remain in the City's groundwater basins for increased sustainability of Banning's water supply and water supply of other agencies that share local groundwater reserves.

- **Will the project benefit Indian tribes?**

Yes, the Morongo Mission Band of Indians shares water from the shared Cabazon Basin. The Cabazon Basin (storage unit) is located on the eastern boundary of SGPWA's service area. The City of Banning, Mission Springs Water District, and the Morongo tribes rely on pumping from this basin to serve a portion of their respective water demands. The proposed project will allow 740.549 AFY of water to remain in local groundwater basins for shared use, including the Cabazon Basin.

- **Will the project benefit rural or economically disadvantaged communities?**

Yes. Based on U.S. Census Bureau data from the 2012-2016 American Community Survey 5-Year Estimates, and the California Climate Investments AB 1550 mapping tool, the City of Banning is considered low-income/disadvantaged. The City's MHI ($40,627) is less than 80% of the state's MHI of $55,322, identifying it as a disadvantaged community. The project will benefit the entire city (all water meter connections), which is a disadvantaged community.

- **Will the project benefit species (e.g., federally threatened or endangered, a federally recognized candidate species, a state listed species, or a species of particular recreational, or economic importance). Please describe the relationship of the species to the water supply, and whether the species is adversely affected by a Reclamation project.**

Yes. Banning imports water to recharge groundwater in the Beaumont Basin, sourced from the SWP, which is derived, in part, from the California Bay Delta. The Bay Delta is home to at least four federally recognized endangered/threatened species, including the Delta Smelt endangered fish species. The proposed project will help recharge local groundwater supplies, thereby alleviating the need to purchase so much imported water. By potentially reducing the amount of imported water needed, the proposed project protects and expands potential habitats of the Bay Delta.

- **Will the project address water supply reliability in other ways not described above?**

Yes. The project will be a model for other Western Riverside County, local and regional water purveyors. The City will publish savings and findings of water conserved to offer additional concrete data for neighboring communities regarding the benefits of AMR conversion. Providing

this information will inevitably support the move from outdated meters to upgraded, AMR meters in neighboring communities, and thus more water conserved in the local groundwater basins and in the form of less needed water from the SWP.

Evaluation Criterion C—Implementing Hydropower (18 points)

Not Applicable

Evaluation Criterion D—Complementing On-Farm Irrigation Improvements (10 points)

Not Applicable. The only agriculture currently within the City of Banning is animal husbandry, and these uses are served under the residential sector. The City does not expect other agricultural
activities to develop within its water service area.

Evaluation Criterion E—Department of the Interior Priorities (10 points)

The proposed project aligns with the following Department of the Interior Priorities:

1. **Creating a conservation stewardship legacy second only to Teddy Roosevelt**
   a. **Utilize science to identify best practices to manage land and water resources and adapt to changes in the environment**
   b. **Foster relationships with conservation organizations advocating for balanced stewardship and use of public lands**

Utilizing Science
The project mitigates the effects of climate change creates critical challenges for California water resources management.

The Safeguarding California Plan: 2018 Update is the State's roadmap for everything state agencies are doing and will do to protect communities, infrastructure, services, and the natural environment from climate change impacts. In the Water Sector Plan section, dozens of actions are listed as underway for California to prepare for climate change impacts on the water sector. These actions utilize science to identify best practices that span the different areas of the water sector including: (1) surface water and groundwater, (2) drinking and environmental water supplies, (3) wastewater, (4) flood flows and storm water, and (5) recycled water. The actions focus on safeguarding State- and locally-managed infrastructure and resources by supporting current actions and incentivizing local water managers to plan for future actions to address climate change impacts on local and regional water resources.

Several best practices are listed that are reflected in the proposed project. These include diversifying local supplies and increasing water use efficiency. Increasing regional self-reliance and diversification of local water supplies and maximizing water conservation and water use

efficiency will enable Californians to better respond to changing economic and climatic conditions while ensuring a reliable water supply for the diversity of the State's water needs. These strategies must ultimately be implemented by local and regional water management agencies throughout the State. This project allows the City of Banning to be proactive in implementing its own strategy to assist with the greater California goal of water conservation while addressing climate change.

Fostering Relationships

Several partners and conservation agencies are lending their support to the City of Banning for this project and they include the SGPWA, the Riverside County Flood Control and Water Conservation District, and the San Gorgonio Pass Regional Water Alliance. All share a goal to conserve water and believe implementing a modernized infrastructure today, to achieve greater efficiency and effectiveness in delivering water supplies, is critical for the future of California. This type of project can save hundreds of thousands of gallons of water by quickly identifying where a leak is located so that steps can be taken to fix the issue.

2. **Utilizing our natural resources**
    a. **Ensure American Energy is available to meet our security and economic needs**

Over the last two decades, the water-energy nexus has gained attention due to local, regional, national, and global concerns regarding energy security, water scarcity, and the impacts of global climate change. For example, the historic 2012-2015 North American Drought impacted electricity generation capacity by restricting surface water withdrawals used for power plant cooling, as well as drastically reducing hydropower resource availability. Situations such as this highlight how water and energy systems are inextricably linked and the potential vulnerabilities this creates.

The energy needed for providing water can be a significant portion of all energy use, with a California Energy Commission report estimating that five percent of energy consumption in California can be attributed to the conveyance, distribution, and treatment of water. Advanced water metering reduces real water loss, thus reduces the need for energy to pump and clean water that will remain in local groundwater basins.

3. **Restoring trust with local communities**
    a. **Be a better neighbor with those closest to our resources by improving dialogue and relationships with persons and entities bordering our lands;**

The City is a member of the San Gorgonio Pass Regional Water Alliance, which seeks to improve coordination, collaboration, and communication among local, state, and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region to achieve greater efficiency and effectiveness in delivering water supplies. The project aligns with Alliance goals that, in effect, include being a better neighbor by improving dialogue and

relationships with one another, and working toward conservation projects that benefit the entire region and entities from all over California that receive SWP water.

The Alliance includes the City of Banning, Banning Heights Mutual Water Company, the City of Beaumont, Beaumont Basin Watermaster, Beaumont Cherry Valley Water District, Cabazon Water District, City of Calimesa, County of Riverside, High Valleys Water District, Mission Springs Water District, Morongo Band of Mission Indians, San Gorgonio Pass Water Agency, South Mesa Mutual Water Company, and Yucaipa Valley Water District. Project results will be dispersed among Alliance members to increase communication and demonstrate best practice projects.

4. **Modernizing our infrastructure**
   a. **Support the White House Public/Private Partnership Initiative to modernize U.S. infrastructure;**
   b. **Prioritize DOI infrastructure needs to highlight:**
      1. **Construction of infrastructure**

As mentioned earlier, the proposed project directly aligns with the Department of Interior's priority to modernize American infrastructure. The existing meters are an average of 15 years old, and require staff to physically inspect each of the meters onsite and visually perform a meter-read, a long, time-consuming process that bears no periodic water use data. Additionally, leaks in the distribution system must reach the surface before they are noticed or flagged for repair, as in the example shared at the beginning of this application. The outdated meter infrastructure has allowed leaks to go unnoticed for years. The new meters will modernize the process, allowing for drive-by meter-reading, more accurate and consistent reading, and faster and more reliable identification of system leaks and issues. The smart meters also lay the groundwork for future systems which will provide City of Banning customers with access to real-time utility billing information.

Evaluation Criterion F—Implementation and Results (6 points)

Subcriterion F.1— Project Planning

Does the applicant have a Water Conservation Plan and/or System Optimization Review (SOR) in place? Please self-certify or provide copies of these plans where appropriate to verify that such a plan is in place.

Provide the following information regarding project planning:

(1) Identify any district-wide, or system-wide, planning that provides support for the proposed project. This could include a Water Conservation Plan, SOR, Drought Contingency Plan or other planning efforts done to determine the priority of this project in relation to other potential projects.

The City of Banning has three relevant planning documents that provide support for the proposed project and identify strategies for water conservation:

- The City of Banning 2016 AWWA Water Audit Water Loss Control Planning Guide. The tool analyzes available data and provides suggested water system enhancements based on the validity of data available to the water purveyor. At this time, improving meter data collection, through a project such as AMR, is the most effective investment for the City of Banning water system, as shown in "Long-Term Loss Control" on the included document.
- The City of Banning 2015 Urban Water Management Plan lists the project on page 75.
- The City of Banning 2018 Integrated Master Plan lists the project on pages 6-35 and 287 as improvement projects that have been recommended to optimize the operation of the City's potable water system or provide reliability.

All relevant pages are included in Appendix E.

(2) Describe how the project conforms to and meets the goals of any applicable planning efforts, and identify any aspect of the project that implements a feature of an existing water plan(s).

First, the project conforms to the three plans listed above, dating back to 2012: Banning 2012 Capital Improvement Plan, Banning 2015 Urban Water Management Plan, and Banning 2018 Integrated Master Plan.

Next, the project type is listed in the State of California Water Plan (2013 Update). The Water Plan is California's strategic plan for managing and developing water resources statewide for current and future generations. It provides a collaborative planning framework for elected officials, agencies, tribes, water and resource managers, businesses, academia, stakeholders, and the public to develop findings and recommendations and make informed decisions for California's water future. The plan is updated every five years, and the 2018 Update is currently underway.
The 2013 State of California Water Plan outlines smart metering as a top Best Management Practice (BMP), see Section 3: Urban Water Use Efficiency. Due to the large size of the Plan is not included in this application, but can be found here:
https://www.water.ca.gov/Programs/California-Water-Plan/Water-Plan-Updates

The 2018 State Water Plan Update, in preliminary draft form, lists "Modernize Water Management Systems" on page 1-6 and 1-7 and states "Water resource infrastructure is maintained, rehabilitated, or modernized to perform effectively. Such structures are more resistant to impacts from inter-annual hydrologic variability and other uncertainties." (Relevant pages are included in Appendix F.) The proposed project will modernize our water management system, as prioritized in the document.

Subcriterion F.2— Performance Measures

Provide a brief summary describing the performance measure that will be used to quantify actual benefits upon completion of the project (e.g., water saved or better managed, energy generated or saved).
The City will use a simple 'pre-post' design to quantify performance. Calendar year 2017 will serve as the preferred baseline. The City's Water Utility Department will collect and analyze data, and provide information for reports to the Project Manager, Mr. Luis Cardenas, to include in the Interim and Final Performance Reports. The following performance measures will be included:

Proposed Performance Measures

1) Water Better Managed. The proposed project will result in 100% of potable water better managed. The entire City's potable water distribution system will be integrated to the new AMR technology, allowing for early leak detection. As a result, one hundred percent of the water delivered through this system will be better managed.

2) Real Water Conserved (in Acre-Feet per Year). The City will record the number of acoustic sensor alerts received throughout the 3-year project period, the number of leaks identified and fixed, and utilize the AWWA annual water audit to identify the total real water conserved over 2017 and each following year.

Evaluation Criterion G— Nexus to Reclamation Project Activities (4 Points)

- **Is the proposed project connected to Reclamation project activities? If so, how?**

Yes. The proposed project is connected to Reclamation project activities, because it benefits the State Water Project (SWP), a water facility project managed in tandem with the Bureau of Reclamation, as mandated in the 1986 Coordinated Operations Agreement between the United States of America and the Department of Water Resources for the State of California. SWP water is provided to the City of Banning via the San Gorgonio Pass Water Agency for groundwater recharge. The project will conserve 740.549 AFY of potable water, meaning the City can rely less on imported water for recharge and keep the water in the local basins, without the need to pump or treat for potable use. This will benefit all SWP water recipients, as it decreases the need to draw on this imported water source.

- **Please consider the following:**
  - **Does the applicant receive Reclamation project water?**

Yes, as stated above, the City receives SWP water via the San Gorgonio Pass Water Agency.

  - **Is the project on Reclamation project lands or involving Reclamation facilities?**

The project is not located on Reclamation lands, but involves the SWP, a facility jointly managed by Reclamation and the State of California.

- **Is the project in the same basin as a Reclamation project or activity?**

No.

- **Will the proposed work contribute water to a basin where a Reclamation project is located?**

The proposed project will contribute water to a basin that receives Reclamation water for recharge.

- **Will the project benefit any tribe(s)?**

Yes, the project will benefit the Morongo Band of Mission Indians. The proposed project will allow 740.549 AFY of water to remain in the Cabazon groundwater basin, which is shared between the City of Banning and the Morongo tribe. The project will increase security of water sustainability for the tribe by reducing potable water waste and contributing to a healthier water basin.

Evaluation Criterion H— Additional Non-Federal Funding (4 points)

Non-Federal Funding ($1,600,000) / Total Project Cost ($2,597,237) = 62%

~End of Technical Proposal Narrative~

PROJECT BUDGET

Funding Plan and Letters of Commitment

How you will make your contribution to the cost-share requirement, such as monetary and/or in-kind contributions and source funds contributed by the applicant (e.g., reserve account, tax revenue, and/or assessments)?

The total project cost is $2,597,237. The City will provide non-federal matching funds in the amount of $1,600,000, or 62% of the total cost. The City respectfully requests $997,237 in Reclamation funding to complete the proposed AMR project. The City's cost share is cash and comes from the City's Water Operations Fund for water projects, and is allocated for each year of the proposed project period. Reclamation funding will account for 38% of the total project cost.

Describe any donations or in-kind costs incurred before the anticipated Project start date that you seek to include as project costs.

No donations or in-kind costs incurred before the anticipated project start date will be included as project costs. While the testing phase is soon to begin, none of these costs will be used toward match or as part of the grant-funded activities.

Describe any funding requested or received from other Federal partners. Note: other sources of Federal funding may not be counted towards the required cost share unless otherwise allowed by statute.

No funding will be, or has been, requested or received from other Federal partners.

Describe any pending funding requests that have not yet been approved, and explain how the project will be affected if such funding is denied.

There are no pending funding requests for the proposed project.

Table B-1.—Summary of Non-Federal and Federal Funding Sources

FUNDING SOURCES	AMOUNT
Non Federal Entities	
1. City of Banning	$1,600,000
Non Federal Subtotal	$1,600,000
Other Federal Entities	
Not Applicable	$0
Other Federal Subtotal	$0
REQUESTED RECLAMATION FUNDING	$997,237

Budget Proposal

Table B-2 – Proposed Budget

TABLE B-2. PROPOSED BUDGET				
	Computation			
Budget Item Description	**$/Unit**	**Unit**	**Quantity**	**Total Cost**
Salaries and Wages				
Project Manager (Costs are outside the scope of the grant request)	$ -	NA	NA	$ -
Water Service Worker	$ 24.86	HR	7875	$ 195,773
Technical Project Administration (Blended Rate)	$ 29.60	HR	3800	$ 112,480
Fringe Benefits				
Water Service Worker	$ 18.55	HR	7875	$ 146,081
Project Management and Administration (Blended Rate)	$ 22.40	HR	3800	$ 85,120
Travel				
Not applicable				
Equipment (Over $5,000)				
Not applicable				
Supplies/Materials (Under $5,000)				
City GVW Operations Truck	$ 20.29	HR	7875	$ 159,783.75
0.75" Multijet Meter	$ 72.71	EA	9836	$ 715,175.56
1" Multijet Meter	$ 96.49	EA	1681	$ 162,199.69
1.5" Multijet Meter	$ 219.40	EA	96	$ 21,062.40
2" Multijet Meter	$ 269.00	EA	157	$ 42,233.00
Itron 100W ERT Modules	$ 68.00	EA	10500	$ 714,000.00
Itron Leak Sensor Modules (n= 2,330) with Mounting Brackets, and MLOGONLINE Monitoring Service Hosting Fee	$ 103.70	EA	2330	$ 241,628.40
Contractual				
Not applicable				
Environmental Compliance				
BOR Staff	$ 100.00	HR	10	$ 1,000.00
City Staff	$ 38.64	HR	10	$ 386.40
City Staff Fringe	$ 31.36	HR	10	$ 313.60
Total Indirect Costs				
Not applicable				
TOTAL PROJECT COSTS				**$ 2,597,237**
Total Reclamation Request (38% of Total Project Cost)				**$ 997,237**
Total Recipient Contribution (62% of Total Project Cost)				**$ 1,600,000**

Budget Narrative

Salaries and Wages $308,253

Personnel costs (salaries and wages) for the Water Service Worker and Technical Project Administration are listed as grant requested items, shown below. Project management and training are not included in the grant request for ease of reporting. However, they are described below for a full understanding of project management.

Program Manager (Not included in Grant Request)
Mr. Luis Cardenas, P.E., will manage the project. Mr. Cardenas is the City's Senior Civil Engineer. Mr. Cardenas will be responsible for day-to-day project management and operations and will serve at the BOR's primary contact. Mr. Cardenas will oversee the project schedule, budget, key milestones, and will be responsible for managing all project staff. Mr. Cardenas will oversee the vendor agreement for equipment and training, and oversee development of the interim and final performance reports.

Mr.Cardenas has 12 years of experience in the field, and has been with the City of Banning for 1.5 years. He has successfully managed multiple city projects, including Chromium VI Compliance, an Integrated Master Plan for Water, Wastewater, and Recycled Water, a 1.5-mile transmission main replacement project, sludge removal and digester dome repair project, and a potable reservoir cleaning and inspection project.

Water Meter Installation – Water Service Worker (Included in Grant Request) $195,773
Staff anticipates that installation will be accomplished over the three-year period in three installments: Year 1 - 3,500 meters installed; Year 2 – 3,500 meters; Year 3 – 3,500 meters. One full-time Water Service Worker will be dedicated to the task, installing an average of 12 meters each per day, nine hours per day, until each year's installment is complete. An additional Water Service Worker will be called upon if needed to stay on schedule. Based on prior experience with simple meter exchange, the City estimates it will take approximately one/quarter of an hour (0.75) to install each of the 10,500 meters. (0.75 hours X 10,500 meters = 7,875 hours)

The Water Service Worker will spend 7,875 hours total on the project at $24.86 per hour (base rate).
(7,875 hours X $24.86 per hour. = $195,773)

Training (Not Included in Grant Request)
The selected vendor will provide training on the new AMR system to City staff including Field Service Representatives, Water Service Workers, finance and billing representatives, and water and wastewater department staff. Staff will be trained on installation, collecting data, uploading reports, analyzing reports, and integration of billing system data.

Technical Project Administration (Included in Grant Request) $112,480
This task is based on a blended rate among a low-, mid-, and high-level employees, and includes data entry, reporting, verification of work orders by the Superintendent, billing, warehouse administrative duties, information technology staff (IT), and reporting duties to ensure grant compliance during the three-year project period. The blended rate is $50 per hour at a fully burdened rate. At a base rate, with fringe separated, the rate is $29.60.

The City is requesting grant-funding for 3,800 hours of Technical Project Administration (approximately 1,267 hours per year, or just over a part-time hourly requirement).
(3,800 hours X 29.60 per hour = $112,480)

Total Salaries and Wages = $195,773 + $112,480 = $308,253

Fringe Benefits $231,201
The City's fringe benefit rate is 44.8 percent, and includes Public Employees Retirement System (PERS), Medicare, Social Security, State Unemployment Insurance, Workers Compensation, Benefit allowance, and an Education Incentive.

The fringe rate applied to the Water Service Worker base rate of $24.86 is $18.55 per hour.
(7,875 hours X $18.55 per hour = $146,081)

The fringe rate applied to the Technical Project Administration blended rate of $29.60 per hour is $22.40 per hour.
(3,800 hours X $22.40 per hour = $85,120)

Total Fringe Benefits = $146,081 + $85,120 = $231,201

Travel
Not applicable

Equipment
Not applicable

Materials and Supplies $2,056,082.80

Materials for the proposed AMR project include:

The Water Service Worker will use a City operations truck to travel to meter sites for installation. The truck hourly rate is $20.29 per California Department of Transportation standards.

The Worker will utilize the truck for 7,875 hours.
(7,875 hours X $20.29/hour = $159,783.75)

Meter Materials:

9,836	0.75" Multi Jet Meters at $72.71/meter = $715,175.56
1,681	1" Multi Jet Meters at $96.49/meter = $162,199.69
96	1.5" Multi Jet Meters at $219.40/meter = $21,062.40
157	2" Multi Jet Meters at $269/meter = $42,233
10,500	Itron 100W+ Encoder Receiver Transmitter (ERT) Modules at $68/module = $714,000
2,330	Itron Leak Sensor Modules with Mounting Brackets $103.703/module = $241,628.40

Total Meter Materials = $1,896,299.05

Total Materials and Supplies = $2,056,082.80

The quote for materials and supplies has been provided by the City's Public Works Department and Itron cost estimate from the vendor.

Contractual
Not applicable

Environmental and Regulatory Compliance Costs $1,700

Twenty hours for Environmental Compliance have been allocated. It is believed that the project is a Categorical Exemption for CEQA and a Categorical Exclusion for NEPA. We have allocated 10 hours for City staff to evaluate and file paperwork for environmental compliance at $70/hour (fully burdened rate) and 10 hours for BOR staff to review documentation at $100/hour. The City received confirmation from the Lower Colorado Regional representative that this amount is sufficient for this type of review.

The base rate for City staff is $38.64.
(10 hours X $38.64 per hour = $386.40)

The fringe rate applied to the City staff rate of $70 per hour is $31.36 per hour.
(10 hours X $31.36 per hour = $313.60)

For BOR staff:
10 hours X $100/hour = $1,000

($386.40 + $313.60 + $1,000 = $1,700)

Total Environmental Costs = $1,700

Other Expenses
Not applicable

Indirect Costs
Not applicable

Total Costs

Federal Request from Bureau of Reclamation:	$997,237
Total Non-Federal (LOCAL) Cost Share:	$1,600,000
Total Project Cost:	**$2,597,237**

ENVIRONMENTAL AND CULTURAL RESOURCES COMPLIANCE

The City has evaluated the project for both CEQA and NEPA compliance. It is believed that the project is a Categorical Exemption for CEQA and a Categorical Exclusion for NEPA. The CEQA Categorical Exemption reference is Section 15301. Existing Facilities, part (b). The project is a Class I project which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public and private structures, facilities, mechanical equipment, etc. The types of "existing facilities" is consistent with part (b) of Section 15301 which states "existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewage, or other public utility services." For NEPA, we reviewed the list of Categorical Exclusions located in the Code of Federal Regulations for the Department of Interior and concluded that the project meets the following categorical exclusion definitions: "minor construction activities associated with authorized projects which...merely augment or supplement..." and "maintenance, rehabilitation, and replacement of existing facilities which may involve a minor change in size, location, and/or operation."

- **Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.**

No. The proposed AMR project will involve replacing existing meters in sites that have been previously-disturbed and are regularly maintained. The project will install meters at each location by removing existing water meters and replacing them with newer models. No earth will be disturbed.

- **Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?**

No, we are not aware of any Federal threatened/endangered species or critical habitat in the proposed project area. No species or habitat will be affected by any activities associated with the proposed project.

- **Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as "Waters of the United States?" If so, please describe and estimate any impacts the proposed project may have.**

No.

- **When was the water delivery system constructed?**

The water delivery system was originally constructed in 1913, but additions have been constructed consistently since that time, with a large portion built in the 2000's.

- **Will the proposed project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.**

No, the project will not result in any modification of or effects to individual features of an irrigation system.

- **Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.**

The original 1913 pipeline is eligible for listing on the National Register of Historic Places. However, it is no longer in use and is abandoned in place. Furthermore, it will not be affected by this project.

- **Are there any known archeological sites in the proposed project area?**

No.

- **Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?**

No. The proposed project will have a benefit to low income and minority populations by increasing water sustainability and modernizing infrastructure.

- **Will the proposed project limit access to and ceremonial use of Indian sacred sites or result in other impacts on tribal lands?**

No.

- **Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?**

No.

REQUIRED PERMITS OR APPROVALS

No permits or approvals are expected to be required for the proposed project. Project components will be installed on existing facilities.

LETTERS OF SUPPORT

The City of Banning received letters of support, which are included in this application, from the following entities:

- Representative Raul Ruiz
- Riverside County Board of Supervisors 5th District Supervisor Marion Ashley
- San Gorgonio Pass Water Agency
- Riverside County Flood Control and Water Control District
- Serrano Del Vista Home Owners Association

OFFICIAL RESOLUTION

A resolution from the City Council of the City of Banning will be provided within 30 days of the application deadline. The Resolution is scheduled for Council on May 22.

APPENDIX A: LETTERS OF SUPPORT

- Representative Raul Ruiz
- Riverside County Board of Supervisors 5th District Supervisor Marion Ashley
- Riverside County Flood Control and Water Control District
- San Gorgonio Pass Water Agency
- Serrano Del Vista Home Owners Association

RAUL RUIZ, M.D.
36TH DISTRICT, CALIFORNIA
COMMITTEE ON ENERGY AND COMMERCE
SUBCOMMITTEE ON
COMMUNICATIONS AND TECHNOLOGY
SUBCOMMITTEE ON ENVIRONMENT
SUBCOMMITTEE ON
OVERSIGHT AND INVESTIGATIONS

Congress of the United States
House of Representatives
Washington, DC 20515–0536

1319 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
P: (202) 225-5330
F: (202) 225-1238

43875 WASHINGTON STREET, SUITE F
PALM DESERT, CA 92211
P: (760) 424-8888
F: (760) 424-8993

445 EAST FLORIDA AVENUE
HEMET, CA 92543
P: (951) 765-2304
F: (951) 765-3784

Website: http://ruiz.house.gov

April 25, 2018

Darren Olson
U.S. Department of the Interior
Bureau of Reclamation
Denver Federal Center
Bldg. 56, Room 1000
Denver, Colorado 80225

Re: Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant Application

Dear Mr. Olson:

I am writing in support of the City of Banning's application for the Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant to secure funding to improve water meter infrastructure in the City of Banning. This grant would benefit more than 30,000 residents in the Coachella Valley by upgrading their utility meters.

The City of Banning is in need of more advanced metering infrastructure. Funding from the Bureau of Reclamation will allow them to convert and update water utility meters for residents throughout the city. This critical water infrastructure update will provide real-time leak detection with the potential to save hundreds of acre-feet of water per year. This application is a vital step in updating California's water infrastructure through improved water management, ensuring the sustainability of our resources.

I urge full and fair consideration of their application, consistent with relevant program rules and regulations. If you have any additional questions, please feel free to contact my congressional office at 760-424-8888.

Sincerely,

Raul Ruiz, M.D.
Member of Congress

PRINTED ON RECYCLED PAPER

County of Riverside

SUPERVISOR MARION ASHLEY
FIFTH DISTRICT

April 30, 2018

Mr. Darren Olson
U.S. Department of the Interior
Bureau of Reclamation
Denver Federal Center. Bldg. 56, Room 1000
Denver, Colorado 80225

Subject: City of Banning Water Meter Infrastructure Grant Application

Dear Mr. Olson:

As the Fifth District's elected representative of the Riverside County Board of Supervisors, I am pleased to provide a letter of support for the City of Banning's application to the Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant program. I proudly support water conservation projects to ensure sustainability of this most precious natural resource. The City of Banning is a member of the San Gorgonio Pass Regional Water Alliance, which was created in 2012 by action of the Riverside County Board of Supervisors. The Alliance was created to identify challenges in water supply and water quality in the region and to improve coordination, collaboration, and communication among local, state, and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region. The City's project to convert outdated water meters to advanced meter infrastructure is a smart move to curb system and residential water leaks, allowing for faster leak detection and real-time water usage data. We support projects like the one the City is proposing that address water supply concerns and sustainability.

These types of projects can save hundreds of thousands of gallons of water by quickly identifying where a leak is located so that steps can be taken to fix the issue. The project also aligns directly with my work as the Chairman of the Southern California Water Committee. It is imperative that our Southern California cities upgrade outdated water systems to improve delivery and sustainability of this vital resource that is often taken for granted. Water is a crucial issue facing our district and our state.

I hope that you look upon the application favorably, and look forward to its implementation as a demonstration for other California cities in the area of water conservation.

Sincerely,

Marion Ashley

Marion Ashley
Fifth District Supervisor
County of Riverside

COUNTY ADMINISTRATIVE CENTER • FIFTH FLOOR • 4080 LEMON STREET • P.O. BOX 1645 • RIVERSIDE, CA 92502-1645
TELEPHONE (951) 955-1050 • FAX (951) 955-9030 • www.rivcodistrict5.org

JASON E. UHLEY
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

220468

April 23, 2018

Mr. Darren Olson
Bureau of Reclamation
Denver Federal Center
Building 56, Room 1000
Denver, CO 80225

Dear Mr. Olson:

Re: Advanced Meter Infrastructure for Banning, California

The Riverside County Flood Control and Water Conservation District (District) is pleased to support the City of Banning and their application to the Bureau of Reclamation for updated water meter infrastructure. Our mission is, in part, to support regional water conservation measures. As such, the District is a member of the San Gorgonio Pass Regional Water Alliance, along with the City of Banning and 11 other regional water providers and local governments.

The goals of the San Gorgonio Pass Regional Water Alliance are to improve coordination, collaboration and communication among local, state and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region to achieve greater efficiency and effectiveness in delivering water supplies. We are charged with developing mutually beneficial solutions that include coordinating plans and infrastructure development that ultimately deliver clean, reliable and affordable water supplies for the citizens of the San Gorgonio Pass. The City of Banning's proposed project will do just that – ensuring that the hundreds of acre-feet of water each year are not lost due to undetected leaks. We are proud to work alongside Banning and other municipalities that make moves like this one, toward more efficient, reliable water infrastructure.

Please join me in my support of this project.

Sincerely,

JASON E. UHLEY
General Manager-Chief Engineer

San Gorgonio Pass Water Agency
A California State Water Project Contractor
1210 Beaumont Avenue • Beaumont, CA 92223
Phone (951) 845-2577 • Fax (951) 845-0281

April 24, 2018

President:
David Fenn

Vice President:
Ronald Duncan

Treasurer:
Leonard Stephenson

Directors:
Dr. Blair M Ball
David Castaldo
Stephen Lehtonen
Michael Thompson

General Manager
& Chief Engineer:
Jeff Davis, PE

Legal Counsel:
Jeffry Ferre

Darren Olson
Bureau of Reclamation
Denver Federal Center
Bldg. 56, Room 1000
Denver, Colorado 80225

RE: Banning, California Application for Funding – Advanced Meter Infrastructure

Dear Mr. Olson:

The San Gorgonio Pass Water Agency (SGPWA) is pleased to provide this letter of support for the City of Banning's proposed project for Bureau of Reclamation funding under the WaterSMART: Water and Energy Efficiency Grant Program. SGPWA provides imported water to local water agencies, including the City of Banning, to reduce local groundwater overdraft. The City proposes to convert over 10,000 traditional, outdated water meters to advanced infrastructure meters that will modernize the entire city water system and allow for efficient leak detection. The project is expected to save hundreds of acre-feet per year of potable water that can remain in the Beaumont Basin (one of California's 22 adjudicated basins) and contribute to our goals of sustaining groundwater supplies. This is especially significant as imported water allocations from the State Water Project continue to decline.

The City's commitment to forward-thinking infrastructure is fully supported by our agency, and we ask that you find in favor of this application for smart water conservation infrastructure.

Sincerely,

Jeffrey W Davis

Jeff Davis
General Manager

April 27, 2018

Mr. Darren Olson
Bureau of Reclamation
Denver Federal Center
Bldg. 56, Room 1000
Denver, Colorado 80225

Subject: Grant Application – Water Meter Update

Dear Mr. Olson:

The Serrano Del Vista Home Owners Association would like to provide this letter of support for the City of Banning's grant application for modernized water meter infrastructure. Our neighborhood consists of 246 homes between the San Bernardino and San Jacinto Mountains. We gladly support the city's desire to update the outdated meter-reading system across the city and bring us one step closer to being able to get real-time water use data at our homes. This first phase will allow the city to find leaks more quickly and efficiently and pass the savings on to residents.

Thank you for the opportunity to present this letter on the project's behalf. We are proud to support our local government and this important project.

Sincerely,

Jim Price
President

City of Banning AMR Project
Site Visits and Interviews

1. Did you have a selection process for your meters?
   Palmdale: Yes, compatibility with Itron, multijet.
   Pasadena:

2. What were the main factors that were considered when choosing the meter selected?
   Palmdale: Stuck meter, no moving parts, sand issues.
   Pasadena: Operations did not participate in the selection process.

3. What was the cost per meter?
   Palmdale: $108 for ¾" w/out ERT. ERT $100.
   Pasadena: $184 for ¾" with ERT.

4. Were meters installed in house or by a contractor?
   a. If in house, is special training and/or tools needed?
   b. Testing needed?

   Palmdale: Installs done by contractor. Smaller companies worked better. No training or tools required, pretty basic job.
   Pasadena: Installs initially done by a contractor and there were so many issues, it caused more work for the staff. Subsequently, installs were done in-house.

5. Any special integration required with the data collection/management system?
   Palmdale:
   Pasadena: Zenner worked closely with operations and IT to integrate data.

6. How many meters/laborer/day were installed?
   Palmdale: Approximately 8K meters installed by a 4/5-man crew over a 2-month period.
   Pasadena: 14 meters installed per 11-hour day, 6 days/week, per person.

7. Any major issues with installation?
   Palmdale: No issues.
   Pasadena: Major issues were with contractors.

8. Reaction from customers?
   Palmdale: There was some pushback regarding accuracy. Customer Care Reps (CCR) reviewed reads with customers.
   Pasadena: Different department. Did not talk to them.

9. How much outreach was done prior to installation?
   Palmdale: Lots of outreach. Transparency is a top priority.
   Pasadena: None, "knock & talk".

10. Any operational issues that we should consider now?

City of Banning AMR Project
Site Visits and Interviews

Palmdale:
Pasadena: Preparing paperwork for installers was time consuming. Installed by route, binder used.

11. Any accuracy issues?
    Palmdale: None with Itron/Zenner.
    Pasadena: None with Zenner or Badger.

12. Any issues covered under product warranties?
    Palmdale: One bad batch. Vendor provided replacement parts and labor.
    Pasadena:

13. Any organizational change issues with staff? (i.e. staff displacement, ongoing training, etc.)
    Palmdale: None.
    Pasadena: Staff decreased13-8 (due to retirements). No ongoing training needed.

14. Is AMI the long-term goal, or AMR only?
    Palmdale: AMR only.
    Pasadena: AMR only, unless power goes to AMI. AMI is very expensive.

15. What data is collected, and how much is shared with customers?
    Palmdale: Quite a bit is shared. Transparency is a top priority.
    Pasadena: Just reads, nothing shared.

16. What were some of the drivers for converting to AMR? (i.e., Financial, Customer Service, Conservation)
    Palmdale:
    Pasadena:

17. What was the QA/QC process for ensuring smart meter readings were accurate, based on historical consumption?
    Palmdale:
    Pasadena: With Zenner, spot check units to insure they are programmed correctly.

18. What is the range of the device?
    Palmdale: Over 2 miles, depending on terrain.
    Pasadena: Different department. Did not talk to them.

19. Are there exposed wires and if so, what can be done to keep them from being affected by gophers?
    Palmdale: Yes, less than ½%.

City of Banning AMR Project
Site Visits and Interviews

Pasadena: Metal flex conduit placed over wire. (Conduit installed by Zenner is $4 extra.)

20. Besides the latitude and longitude information needed for the device, what other information must be entered into the billing system to assure the device can be read (ERT, MXU, etc.)?
    Palmdale: None.
    Pasadena: None.

21. Remote turn on and turn off?
    Palmdale: No.
    Pasadena: No. Only using one port (read).

Additional Notes:

Palmdale –

- Octave meter – no moving parts, has 20%-25% increase in accuracy, less expensive than compound meters.
- Zenner fails at a rate of 1%-2% as a result of a programming issue that can be easily fixed.
- Uses a "true read" device to check meter accuracy.
- Great product support with Itron.
- Reads are done with handheld, not laptop. CCRs able to complete 2k reads in approximately 3.5 hours.
- Billing software used is True Point. It is great for work orders. CCRs use ipads.
- Richard is their GeoViewer programmer (in-house).
- Fiberglass stake vendor is AM Leonard.
- Department name changed to "Customer Care". They are very transparent and they educate their customers.
- Meter switch process took 10-12 years.
- ERT mounted on 12" fiberglass stakes with uniform placement inside box (upper left corner).
- Transmissions can be picked up with concrete boxes with no problems.
- 11x17 sheets of paper utilized for install process, with room to place tags (stickers) from meter and ERT.

Pasadena –

- Utilizes Zenner and Badger meters with no issues.
- Software used is ECIS (MVRS).
- Meters read using laptop.
- Vacuum truck sent out ahead of installers to clean mete boxes.
- ERT installed upright, 6" below lid, mounted on 12" fiberglass stakes.
- Meter boxes are Armorcast.
- FC 300 will be replaced with a tablet in the near future.

AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0

American Water Works Association
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Click to access definition
Click to add a comment

Water Audit Report for: City of Banning
Reporting Year: 2017 1/2017 - 12/2017

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

<---------- Enter grading in column 'E' and 'J' ---------->

Master Meter and Supply Error Adjustments

WATER SUPPLIED				Pcnt:	Value:	
Volume from own sources	3	7,017.747	acre-ft/yr	2		acre-ft/yr
Water imported	n/a	0.000	acre-ft/yr			acre-ft/yr
Water exported		86.151	acre-ft/yr			acre-ft/yr
WATER SUPPLIED:		6,931.596	acre-ft/yr			

Enter negative % or value for under-registration
Enter positive % or value for over-registration

AUTHORIZED CONSUMPTION			
Billed metered	5	6,068.339	acre-ft/yr
Billed unmetered	n/a	0.000	acre-ft/yr
Unbilled metered	n/a	0.000	acre-ft/yr
Unbilled unmetered	5	17.544	acre-ft/yr
AUTHORIZED CONSUMPTION:		6,085.883	acre-ft/yr

Click here for help using option buttons below

Pcnt: Value:
17.544 acre-ft/yr

Use buttons to select percentage of water supplied OR value

WATER LOSSES (Water Supplied - Authorized Consumption)			
		845.713	acre-ft/yr
Apparent Losses			
Unauthorized consumption		17.329	acre-ft/yr
Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed			
Customer metering inaccuracies	3	123.844	acre-ft/yr
Systematic data handling errors		15.171	acre-ft/yr
Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed			
Apparent Losses:		156.343	acre-ft/yr
Real Losses (Current Annual Real Losses or CARL)			
Real Losses = Water Losses - Apparent Losses:		689.370	acre-ft/yr
WATER LOSSES:		845.713	acre-ft/yr

Pcnt: Value:
0.25% acre-ft/yr
2.00% acre-ft/yr
0.25% acre-ft/yr

NON-REVENUE WATER			
NON-REVENUE WATER:		863.257	acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA			
Length of mains:	8	165.8	miles
Number of active AND inactive service connections:	8	10,766	
Service connection density:		65	conn./mile main
Are customer meters typically located at the curbstop or property line?		Yes	
Average length of customer service line			

(length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure:	4	109.3	psi

COST DATA			
Total annual cost of operating water system:	7	$6,745,441	$/Year
Customer retail unit cost (applied to Apparent Losses):	10	$2.21	$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses):	7	$250.07	$/acre-ft

☑ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

Add a grading value for 1 parameter(s) to enable an audit score to be calculated

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Customer metering inaccuracies
3: Billed metered

AWWA Free Water Audit Software:
System Attributes and Performance Indicators

WAS v5.0
American Water Works Association.
Copyright © 2014, All Rights Reserved.

Water Audit Report for: City of Banning
Reporting Year: 2017 | 1/2017 - 12/2017

System Attributes:

	Apparent Losses:	156.343	acre-ft/yr
+	Real Losses:	689.370	acre-ft/yr
=	**Water Losses:**	**845.713**	acre-ft/yr
?	Unavoidable Annual Real Losses (UARL):	307.57	acre-ft/yr
	Annual cost of Apparent Losses:	$150,508	
	Annual cost of Real Losses:	$663,640	Valued at **Customer Retail Unit Cost**

Return to Reporting Worksheet to change this assumpiton

Performance Indicators:

Financial:	Non-revenue water as percent by volume of Water Supplied:	12.5%	
	Non-revenue water as percent by cost of operating system:	12.3%	Real Losses valued at Customer Retail Unit Cost
Operational Efficiency:	Apparent Losses per service connection per day:	12.96	gallons/connection/day
	Real Losses per service connection per day:	57.16	gallons/connection/day
	Real Losses per length of main per day*:	N/A	
	Real Losses per service connection per day per psi pressure:	0.52	gallons/connection/day/psi

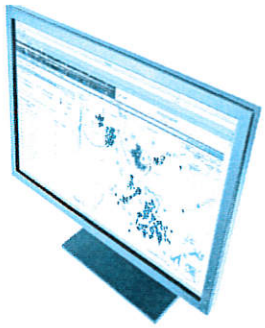
	From Above, Real Losses = Current Annual Real Losses (CARL):	689.37	acre-feet/year
?	Infrastructure Leakage Index (ILI) [CARL/UARL]:	2.24	

* This performance indicator applies for systems with a low service connection density of less than 32 service connections/mile of pipeline

550

APPENDIX D: AMR STUDIES

- Recapturing Lost Water and Revenue: Providence Water Integrates Itron's Leak Detection Technology into Daily Operations
- The Digital Difference: Leak Detection at Clayton County Water Authority
- City of Parsons, TN: Itron Technology Helps Streamline Data Collection Processes and Save Taxpayer Dollars



Providence Water Supply Board
Rhode Island

- Achieve conservation goals
- Minimize lost water and recover lost revenues
- Avert costly water line ruptures

SOLUTION
Itron's leak detection technology

As the largest water utility in the State of Rhode Island, Providence Water supplies 60 percent of the state's drinking water, which includes wholesale distribution and 72,000 retail customer connections across 17 cities and towns. Renowned for its quality, Providence's water is sourced from surface water reservoirs fed by surrounding watersheds, necessitating a comprehensive management program to ensure purity and sustainability. On its website, PWSB defines its mission:

> The purpose of the PWSB is to supervise, manage and control water collection, storage, purification, and distribution systems of the City of Providence, Rhode Island (the "City") and other areas within its jurisdiction; and to protect and conserve the water supply of the City and other areas within its jurisdiction.

Environmental stewardship and operational efficiency form the backbone of the water utility, which prioritizes customer engagement through education programs that help reduce water pollution and teach conservation practices. Even with distribution system water loss at 11.6 percent, which is comparatively low by national standards, the utility continually seeks to improve conservation practices and provide its customers with excellent value by improving operational efficiencies.

"a mainline blowout underneath a state road ... totaled $45,350. A leak ... that had been detected and repaired as part of regular operations cost $12,967."

Its deployment of Itron's automated meter reading (AMR) technology, in 1999, was a testament to the utility's commitment to conservation and customer value. Leak detection technology that could integrate seamlessly with Itron's AMR infrastructure was a logical next step. The deployment of Itron's affordable, reliable MLOG leak sensors, paired with the mlogonline™ software application, offered the best cost-to-benefit ratio for achieving the utility's conservation, efficiency and customer engagement goals. Indeed, with the first full season of leak detection and repairs underway, hard cost savings and other less tangible benefits are only starting to be realized.

Providence Water's distribution system includes over 950 miles of piping. To monitor the integrity of this system on any regular basis with past technology would be near impossible, which is why complete system leak surveys were historically conducted on 10-year intervals. As the customer service manager for Providence Water, Mark Ceseretti saw the results of this reactive water management strategy. All but the most obvious leaks, which sometimes surfaced as blow-outs with catastrophic consequences, went undetected for years. There was, in effect, no way to integrate leak detection and repair into a comprehensive program that could be implemented by operations.

With 11.6 percent (2.57 billion gallons) of water pumped into the distribution system ending up as non-revenue water—an annualized net cost of $954,315—the economic benefits of leak detection and repair are readily apparent. More concerning, this cost figure does not account for the capital necessary to repair roads and to pay for property damage if and when leaks grow into catastrophic ruptures. In one such recent example, a mainline blowout underneath a state road, the final tab totaled $45,350, excluding final road restoration costs. A leak on the same road that had been detected and repaired as part of regular operations cost $12,967. Similarly, an emergency repair on a residential service line totaled $5,480, compared with $3,417 for a scheduled repair.

"In three weeks, DiNoble's crew has investigated 72 of these probable leaks"

The economic benefit of leak detection would also be complemented by less tangible perks: as a testament to its commitment to sustainability and operational efficiency, the utility could leverage leak detection and water recovery to enhance its relationship with a diverse group of water stakeholders. Conservation could extend further into day-to-day operations as well as into the utility's educational outreach programs. Moreover, to achieve the tenets of Providence Water's "Green Initiative," devised to mitigate against droughts and heavy demand, the utility would need a way to measure results.

In 2010, Providence Water received American Recovery and Reinvestment Act (ARRA) funds, of which a portion would be used for leak detection technology. A key consideration in selecting a leak detection vendor was the solution's ongoing operational costs, whether labor or continued investment in equipment. Having deployed Itron's AMR solution in 1999, there were significant operational synergies in choosing Itron's leak detection solution, a pairing of MLOG Radio sensors and mlogonline™ Network Leak Monitoring System. Plus, as a requisite for ARRA funding, Itron's products met the "Buy American" provision.

Whereas competing systems in consideration required that leak sensors be moved manually and attached to different parts of the distribution infrastructure, Itron's sensors are permanently affixed to the supply side of meters, which allows operations personnel to capture leak detection data at the same time as periodic meter reads. The predictable costs of this arrangement weighed heavily in the utility's decision to choose Itron. To validate its selection, Providence Water's initial product feasibility testing showed that the technology could be easily integrated into daily operations.

Deployment of 9,400 MLOG sensors and hosted mlogonline began in March 2010 and was substantially complete by May 2012. The 2012 construction season marks the first real opportunity to act on the leak detection data and begin proactive repairs. In preparation, Kevin DiNoble, a long-time employee, was assigned to the leak detection program. As DiNoble explains, "priority one…was MLOG." Progress has been quick since then.

With the leak repair program now under way in earnest, the benefits have been immediate. According to DiNoble, as of June 1, 2012 the utility is tracking 167 probable leaks. In three weeks, DiNoble's crew has investigated 72 of these probable leaks—as many as 15 per day—and created 31 work orders for repairs. Leaks have been located on copper, lead and cast iron lines and averaged about three gallons per minute (gpm). Just these initial repairs will recover more than 31 million gallons each year.

Customers served by Providence Water are responsible for water service piping after the curb stop and to the meter. In some cases, the MLOG sensors have indicated that these service lines are compromised and leaking, which means that the homeowner is responsible for repairs. By detecting these leaks remotely and then verifying in the field, the utility is able to notify customers and establish timelines for reparations.

Leak detection has not been limited to active accounts. Along with the rest of the nation, Rhode Island has suffered its share of home foreclosures, which often leaves homes

vacant and unmonitored for long periods. In at least six instances so far, thieves have broken into these vacant homes to steal copper piping, only to leave the water running continuously. With 15 gpm or more of water streaming from 1-inch and 5/8-inch service lines, the waste—and the related costs—add up quickly. In a similar case, thieves broke into an old school house to steal copper piping; with a 6-inch service line dumping water into the basement unfettered, the damage was enough to warrant a visit from the fire department. Itron's leak detection solution put these and other leaks on system radar and on an operations task list.

Peripheral benefits of MLOG deployment include some unexpected finds. First, leak alerts have led to discoveries of leaks on gate valves and hydrants. Though flow estimates are difficult, the water recovered has been significant, given that this infrastructure is fed with large-diameter mains. Second, because the utility must gain access to homes to install the sensors near the meters, field technicians have had the unique opportunity to inspect meter integrity. Regulated by the Rhode Island Public Utilities Commission, the utility must demonstrate that consumers are being fairly treated; in-person inspections and manual reads mean that the utility can verify that consumption data is accurate and that bills are fair. While performing inspections, field technicians have also discovered homeowner water theft and tampering made possible with "jumper" pipes or other types of meter bypasses.

Competing priorities require utilities to constantly balance workload and resources. For Providence Water, the top two priorities are water quality and public safety; the third, at least recently, has been leak detection. Now that the utility has access to leak detection data and a trained crew to investigate and repair probable leaks, operations can better optimize its use of personnel and equipment. The utility's future savings in water production and treatment can in turn be used to fund other necessary infrastructure improvements.

Providence Water is looking forward to a future with decreased non-revenue water, increased cost recovery and revenues, more robust conservation programs and enhanced customer engagement. Best of all, the past reactive water management strategy has been supplanted by a proactive, comprehensive plan designed to systematically reduce unaccounted-for water.

Itron

Join us in creating a more **resourceful world**.
To learn more visit **itron.com**

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CORPORATE HQ
2111 North Molter Road
Liberty Lake, WA 99019 USA
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Fax: 1.509.891.3355

As part of a six-year long leak detection scan of its entire 1,456 miles of water main, Clayton County Water Authority (CCWA) was dismayed at the start of 2000 to find its non-revenue water losses nearing 20 percent. Recognizing that these losses were no longer a necessary part of doing business, and in response to an increasingly water constrained environment, the CCWA board of directors and management team began looking for ways to distance themselves from the alarming statistic. They took action in 2000 to implement a comprehensive leak detection initiative — the results of which are so successful that their non-revenue water losses plummeted to 12.5 percent last year. Here's how.

Setting out with a goal to develop and maintain an affordable, all-inclusive leak detection program that surveys its entire distribution system — as opposed to an average of 250 miles of leak scan annually — CCWA investigated and demonstrated several types of leak detection equipment. Diligent research led to its purchase of a suite of proven products that work in concert to pinpoint and curtail leaks. The first product in the suite is DigiCorr; the world's only true digital correlator from Itron. CCWA is able to use the technology's patented computerized acoustic technique to accurately localize its pipeline leaks. By analyzing the pressure waves caused by leak turbulence inside pressurized pipes, CCWA can exactly locate a leak source.

The second item, also from Itron, is ZCorr digital correlating loggers, which pinpoint the exact locations of CCWA's leaks in a single overnight surveillance. The utility strategically placed the loggers 400 to 4,000 feet apart to better plan spot investigations of several miles of water pipeline, guide field service personnel in the deployment and retrieval of the loggers, and then analyze and review the results of overnight recording the next day.

The permanent cornerstone of its leak detection program is Itron's MLOG technology, a network of intelligent, leak detecting sensors installed on every 10th water service. The MLOG sensor data is collected daily, gathered while collecting reads from meters. An Itron web interface, mlog online Network Leak Monitoring System, handles data interpretation and creates a leak index for each logger, generates a historical record to track leakage, directs investigation and identifies all leaks localized by MLOG. The patented acoustic sensor technology and sophisticated sound analysis software offers CCWA permanent, maintenance-free leak detection across the entire water distribution system 365 days a year.

To round out its program, CCWA selected employees for a newly incepted leak detection crew and added a repair crew dedicated to mending leaks found by the leak detection team.

Clayton County, GA

Clayton County Water Authority serves a quarter of a million people in and around Clayton County, GA, through approximately 76,000 customer accounts. The Authority has a combined water production capacity of 42 million gallons per day streaming through a system of distribution mains 1,456 miles long.

TECHNOLOGY

» Itron AMR with Leak Detection

Year	# Leaks Discovered	Gallons Recovered	Production Cost
2000	47	735,445,800	$551,584.35
2001	48	506,941,200	$380,205.90
2002	16	134,810,700	$101,108.03
2003	48	462,468,000	$346,851.00
2004	30	237,308,400	$177,981.30
2005	54	805,219,200	$603,914.40
2006	54	1,248,825,600	$936,619.20
2007	74	987,076,800	$740,307.60
2008	69	583,416,000	$437,562.00

Figure 1 Shows the monumental impact of non-revenue water losses. In total, CCWA has discovered and repaired 440 leaks, accounting for 5,701,511,700 gallons of water recovered over 8.5 years, and $4,276,133.78 in production cost saved (based on a $.75 cost for producing the "next thousand gallons" of water).

Itron technology creates digital images of both area maps and detailed street plans used by CCWA. With the digitized map information, the entire county's water system is visible in Digicorr.

Installation of the MLOG devices began in March 2008. After the initial 585 sensors were deployed, the system identified 11 leaks in the oldest part of CCWA's system (Jonesboro, Ga.), totaling 54,662,400 million gallons per year at a production cost of $40,996.80 using the IWA/AWWA method of calculating the cost of producing the next thousand gallons of water.

So far in 2009, the Authority has found 40 leaks, saving over 78,051,600 gallons of water, and equaling $226,349.64 in production cost and $58,538.70, again using the IWA/AWWA method. CCWA conservatively estimates that for every dollar spent on its leak detection program, they have recovered $4.28 in production savings.

Motivated by the program's success, the CCWA board of directors recently approved the purchase of an additional 950 MLOG units for deployment in Jonesboro and Forest Park, GA. Once the system is installed in the whole county, the Authority will be able to complete leak studies once a month — a process that used to take six years of surveying. Leaks will be detected as they start, stemming water loss sooner. CCWA looks forward to improved relationships with its customers as well, as leak detection begins to occur on the customer-side.

Prior to implementing its leak detection program, CCWA was producing/purchasing 9.67 billion gallons of potable water per year, or 26.5 millions of gallons per day (MGD). The success of CCWA's leak detection program has decreased its production requirement by 7 MGD for a real conservation win. The reduced production will delay plant expansions by several years.

Next up for CCWA, its management wants to lead its peers in supporting leak detection programs. With it proactive leak detection program, CCWA is able to demonstrate how to cost-effectively reduce leakage and minimize associated costs. Interested water providers should contact Jeff Jones, CCWA leak detection and repair foreman, at 770-960-3612, or email jjones@ccwa1.com.

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City of Parsons, Tennessee

The City of Parsons, Tennessee delivers gas and water to 2,385 customers across a 3.14-square-mile, primarily rural service territory.

» Itron Advanced Meter Reading Solution

"By implementing automation collection capabilities, we have seen exponential cost savings in regards to taxpayers' dollars and company expenditures. For a small town, Parsons is very technologically advanced, and we plan to keep up with innovations for further efficiencies and enhanced customer service."

— Lee Villaflor
Utilities Superintendent

The City of Parsons, Tennessee is located along the Tennessee River between Memphis and Nashville. The city utility provides gas and water resources to a mix of residential and industrial customers across a 3.14-square-mile, primarily rural service territory.

Facing accessibility hazards, such as unfriendly dogs and hard-to-reach equipment when attempting to collect meter data throughout the county, the utility aimed to improve operational efficiency and customer service. In 2014, The City of Parsons Utility partnered with Itron to automate the meter reading process.

With approval from the city mayor, the City of Parsons began equipping several customer's meters with a communication module, bringing automation to a substantial part of their service territory. Since the utility was already familiar with handhelds, the transition to an automated meter reading system (AMR)—allowing the utility to gather reads by driving down the street in a van with a mobile collector—was seamless and intuitive for the staff. Deploying the technology has allowed the City of Parsons to take full advantage of the drive-by data collection capabilities, leaving field personnel free to focus on special projects and enhancing customer service.

BENEFITS

Automation has allowed the utility to read endpoints remotely in a fraction of the time it took to read the old ones, saving time and money. With Itron's mobile collection technology equipped inside a vehicle, the need to walk door-to-door is eliminated. This has greatly reduced the time it takes field personnel to read meters from what used to take an entire week, to what now takes under six hours. Because the technology can register signals from a half-mile away, readers can cover large parts of the county with a simple driving route. "By implementing automation collection capabilities, we have seen exponential cost savings in regards to taxpayers' dollars and company expenditures," said Lee Villaflor, the utilities superintendent for the City of Parsons. "For a small town, Parsons is very technologically advanced and we plan to keep up with the innovations for further efficiencies and enhanced customer service."

In addition to eliminating meter accessibility issues and streamlining the meter data collection process, the City of Parsons has more time to meet the needs and demands of its customers. The utility now has a committed GIS Mapping Department dedicated to transforming physical drawings of gas and water lines throughout the county into digital computer records. The map not only serves to help the utility find the exact coordinates for concerning underground pipes or meters, but also serves the community's economic growth.

The utility has opened its doors and mapping information to assist the Parsons community. They've already sent important line information to the mayor's office, police departments, fire stations, new business developers and many interested city residents.

Since the utility has the opportunity to shift focus to improvements in other areas of the city, it has plans to install a digital monitor to visually display its water, gas and waste lines throughout the county, allowing for better collaboration and problem-solving opportunities amongst utility staff.

Additionally, the utility has plans to transform the map into an easily accessible smart phone application for accuracy and improved visibility for personnel in the field. Many on the utility staff foresee the potential for fewer truck rolls and even greater efficiency as the utility continues to implement available technology.

Itron

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APPENDIX E: PLANNING DOCUMENTS

- City of Banning 2016 AWWA Water Audit Water Loss Control Planning Guide
- City of Banning 2015 Urban Water Management Plan
- City of Banning 2018 Integrated Master Plan

AWWA Free Water Audit Software:
Determining Water Loss Standing

WAS v5.0

American Water Works Association.
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Water Audit Report for: City of Banning
Reporting Year: 2016 | 1/2016 - 12/2016
Data Validity Score: 51

Water Loss Control Planning Guide

Functional Focus Area	Water Audit Data Validity Level / Score				
	Level I (0-25)	**Level II** (26-50)	**Level III** (51-70)	**Level IV** (71-90)	**Level V** (91-100)
Audit Data Collection	Launch auditing and loss control team; address production metering deficiencies	Analyze business process for customer metering and billing functions and water supply operations. Identify data gaps.	Establish/revise policies and procedures for data collection	Refine data collection practices and establish as routine business process	Annual water audit is a reliable gauge of year-to-year water efficiency standing
Short-term loss control	Research information on leak detection programs. Begin flowcharting analysis of customer billing system	Conduct loss assessment investigations on a sample portion of the system: customer meter testing, leak survey, unauthorized consumption, etc.	Establish ongoing mechanisms for customer meter accuracy testing, active leakage control and infrastructure monitoring	Refine, enhance or expand ongoing programs based upon economic justification	Stay abreast of improvements in metering, meter reading, billing, leakage management and infrastructure rehabilitation
Long-term loss control		Begin to assess long-term needs requiring large expenditure: customer meter replacement, water main replacement program, new customer billing system or Automatic Meter Reading (AMR) system.	Begin to assemble economic business case for long-term needs based upon improved data becoming available through the water audit process.	Conduct detailed planning, budgeting and launch of comprehensive improvements for metering, billing or infrastructure management	Continue incremental improvements in short-term and long-term loss control interventions
Target-setting			Establish long-term apparent and real loss reduction goals (+10 year horizon)	Establish mid-range (5 year horizon) apparent and real loss reduction goals	Evaluate and refine loss control goals on a yearly basis
Benchmarking			Preliminary Comparisons - can begin to rely upon the Infrastructure Leakage Index (ILI) for performance comparisons for real losses (see below table)	Performance Benchmarking - ILI is meaningful in comparing real loss standing	Identify Best Practices/ Best in class - the ILI is very reliable as a real loss performance indicator for best in class service

For validity scores of 50 or below, the shaded blocks should not be focus areas until better data validity is achieved.

561

Copies of Ordinance No. 1489 and Resolution No. 2010-06 are included in **Appendix K** herein.

8.2.2 Metering

All of the City's water service connections, for all customer sectors, are metered. The City has investigated the feasibility of separately metering each of the multifamily dwelling units in its Water Service Area; however, it determined that doing so is not feasible. Additionally, the City has installed dedicated landscape irrigation meters for Sun Lakes Country Club, Caltrans, the City park system, and City school district facilities. The City will continue to meter all new water service connections.

The City is considering a transition to either a fixed base or drive-by Automatic Meter Read (AMR) system that allows the City to monitor each individual customer account for water conservation.

The fixed system involves placing antennas throughout the City that would collect data from the water meters at set intervals. The data would then be downloaded to the City's system and transferred to a desktop computer. The data is computed for individual users for billing purposes or for alerting the City if a set water use threshold has been exceeded, signaling a possible leak on the property. If this condition arises, the owner of the property would be notified by either email or phone call.

The drive-by system is similar to the fixed base system, but instead of using a network of antennas, meter readings are picked up by driving by the meters and then downloading the readings after returning to the office. This delays the ability to collect the information immediately and be able to alert the customer of possible leaks within the shortest amount of time. The implementation of either AMR system would facilitate the review of water records and evaluation of effectiveness of conservation programs.

6.2.8 Pipeline Replacement Analysis

As presented in 6.1.2.2, the City's GIS currently has approximately 165 miles of potable water pipelines that were installed between 1914 and 2012. Based on the GIS, 19 percent of the pipelines had missing information on either pipeline material and/or year of installation. As a full asset-management analysis is beyond the scope of this IMP, a cursory level pipeline replacement analysis was conducted along with planning level cost estimates using a number of general planning assumptions. Since a large amount of the pipeline material was also unknown, the estimated average useful life was assumed to be 80 years. To estimate the pipeline age for those pipes with unknown installation dates, the following method was used by City staff:

- The approved date field, if populated, in the GIS was used as an approximation for the installation date.
- Remaining pipelines without an installation date or approved date were assigned an installation date based on field observations and the age of surrounding pipelines.

Based on these assumptions, approximately 31.6 miles of pipelines would require replacement by year 2025 and an additional 37.5 miles of pipelines would require replacement between year 2026 and 2040. Details on this calculation are included in Appendix G. This estimate does not include the pipelines that remained with unknown diameter after using the two methods above, which equated to 19.3 percent (xx miles) of the total pipelines. To account for the remaining unknown diameters, City staff used an adjustment factor to estimate the cost. To assist with identifying and replacing pipelines that are at the end of their useful life, the following projects have been recommended:

- Pipeline Rehabilitation Asset Study (PWO-1): This project is recommended to better understand the characteristics of the City's existing pipelines and refine the pipeline replacement program.
- Pipeline Replacement Program (PWRR-1): This project is recommended to maintain the existing distribution system and replace pipelines that have already reached or are nearing the end of their useful life. This is estimated to be a total of approximately 40 (39.1 calculated) miles of pipeline.

6.2.9 Other Improvements

Other miscellaneous improvement projects have been recommended to optimize the operation of the City's potable water system or provide reliability. The projects listed are included in the City's existing CIP. The other improvements include:

- Water Canyon Pipe Phase 2 (PWP-13)
- Altitude Valves (PWV-1)
- Water Line Replacements (PWRR-2 through PWRR-4)
- Well Enclosures (PWRR-20)
- Well Rehabilitation (PWRR-21)
- Security Cameras at Water Yard (PWO-2)
- Replace SCADA Computer Hardware/Software (PWO-3)
- Work Truck (PWO-4)
- Automatic Meter Reading (AMR) (PWO-5)
- Advanced Metering Infrastructure (AMI) (PWO-6)
- Computer Information System/ERP (PWO-7)

Table 9.10 Potable Water Capital Improvement Plan Summary

	Project	Proposed Size/Diameter	CIP Cost Estimate	City Cost	Developer Cost	CIP Phasing									
						Near-Term								Long-Term	Build-out
						2018	2019	2020	2021	2022	2023	2024	2025	2026-2040	2041 & beyond
Wells		Quantity (gpm)													
PWW-1	Proposed Main Zone Well C-8	1,400	$ 3,422,000	$ -	$ 3,422,000	$ 342,000	$ 1,711,000	$ 1,369,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWW-2	Convert Well M-7 to Supply the Upper Main Pressure Zone	500	$ 191,000	$ -	$ 191,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 191,000	$ -
PWW-3	Convert Well M-12 to Supply the Upper Main Pressure Zone	2,100	$ 191,000	$ -	$ 191,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 191,000	$ -
PWW-4	Proposed Upper Main Well C-9	1,800	$ 4,252,000	$ -	$ 4,252,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,252,000	$ -
PWW-5	Proposed Upper Main Well C-10	1,800	$ 4,251,000	$ -	$ 4,251,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,251,000
PWW-6	Proposed Foothill West Well C-11	1,800	$ 4,251,000	$ -	$ 4,251,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,251,000
PWW-7	Proposed Upper Main Well C-12	1,800	$ 4,251,000	$ -	$ 4,251,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,251,000
Valves															
PWV-1	Altitude Valves (City's Existing CIP)	n/a	$ 250,000	$ 250,000	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWV-2	New Pressure Reducing Valve for Rancho San Gorgonio	n/a	$ 341,000	$ -	$ 341,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 341,000	$ -	$ -
PWV-3	Foothill West to Upper Main Zone Pressure Reducing Station	n/a	$ 681,000	$ -	$ 681,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 681,000	$ -	$ -
PWV-4	C2 PRVs 1 & 2	n/a	$ 681,000	$ -	$ 681,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 681,000	$ -	$ -
PWRZ-1	New Pressure Reducing Valves for Re-Zoning	n/a	$ 3,424,000	$ 3,424,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,424,000	$ -
Repair and Rehabilitation Projects			$ 357,746,000	$ 357,746,000	$ -	$ 1,467,000	$ 1,330,000	$ 1,242,000	$ 1,231,000	$ 1,316,000	$ 1,354,000	$ 1,703,000	$ 748,000	$ 93,094,000	$ 254,261,000
Pipelines		Quantity (mi)													
PWRR-1	Pipeline Age Replacement Program	133	$ 346,826,000	$ 346,826,000	$ -	$ -	$ -	$ -	$ 100,000	$ 800,000	$ 100,000	$ 800,000	$ 100,000	$ 90,665,000	$ 254,261,000
PWRR-2	Water Line Replacement Locations #2 (City's Existing CIP)	n/a	$ 650,000	$ 650,000	$ -	$ 650,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWRR-3	Water Line Replacement Locations #3 (City's Existing CIP)	n/a	$ 650,000	$ 650,000	$ -	$ -	$ 650,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWRR-4	Water Line Repalcement: Jacinto View/Chevy (City's Existing CIP)	n/a	$ 580,000	$ 580,000	$ -	$ -	$ 30,000	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storage															
PWRR-5	San Gorgonio Reservoir Site R&R	n/a	$ 767,000	$ 767,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 375,000	$ 375,000	$ 17,000	$ -
PWRR-6	Southwest Reservoir Site R&R	n/a	$ 41,000	$ 41,000	$ -	$ -	$ -	$ 28,000	$ -	$ -	$ -	$ -	$ -	$ 13,000	$ -
PWRR-7	Mountain Reservoir Site R&R	n/a	$ 788,000	$ 788,000	$ -	$ -	$ 361,000	$ 161,000	$ 214,000	$ -	$ -	$ -	$ -	$ 252,000	$ -
PWRR-8	High Valley Reservoir Site R&R	n/a	$ 839,000	$ 839,000	$ -	$ 181,000	$ 181,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 477,000	$ -
PWRR-9	Sunset Reservoir Site R&R	n/a	$ 642,000	$ 642,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 582,000	$ -	$ -	$ 60,000	$ -
Valves															
PWRR-10	Foothill East PRV R&R	n/a	$ 28,000	$ 28,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,000	$ -
PWRR-11	Hargrave & John PRV R&R	n/a	$ 71,000	$ 71,000	$ -	$ -	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,000	$ -
Wells															
PWRR-12	Well 1 Site R&R	n/a	$ 879,000	$ 879,000	$ -	$ 133,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 746,000	$ -
PWRR-13	Well 3 Site R&R	n/a	$ 30,000	$ 30,000	$ -	$ -	$ -	$ -	$ 17,000	$ -	$ -	$ -	$ -	$ 13,000	$ -
PWRR-14	Well C-2 Site R&R	n/a	$ 776,000	$ 776,000	$ -	$ -	$ -	$ -	$ 627,000	$ -	$ -	$ -	$ -	$ 149,000	$ -
PWRR-15	Well C-5 Site R&R	n/a	$ 477,000	$ 477,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 386,000	$ -	$ -	$ 91,000	$ -
PWRR-16	Well C-6 Site R&R	n/a	$ 26,000	$ 26,000	$ -	$ -	$ -	$ -	$ -	$ 13,000	$ -	$ -	$ -	$ 13,000	$ -
PWRR-17	Well M-3 Site R&R	n/a	$ 235,000	$ 235,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,000	$ -	$ -	$ 222,000	$ -
PWRR-18	Well M-11 Site R&R	n/a	$ 66,000	$ 66,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ 41,000	$ -
PWRR-19	Well M-12 Site R&R	n/a	$ 41,000	$ 41,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,000	$ -
PWRR-20	Well Enclosures (City's Existing CIP)	n/a	$ 400,000	$ 400,000	$ -	$ 80,000	$ -	$ 80,000	$ -	$ 80,000	$ -	$ 80,000	$ -	$ 80,000	$ -
PWRR-21	Well Rehabilitation (City's Existing CIP)	n/a	$ 750,000	$ 750,000	$ -	$ 150,000	$ -	$ 150,000	$ -	$ 150,000	$ -	$ 150,000	$ -	$ 150,000	$ -
Multi-Site Projects															
PWRR-22	Multi-Site Projects (Emergency Power & Safety Retrofits)	n/a	$ 2,184,000	$ 2,184,000	$ -	$ 273,000	$ 273,000	$ 273,000	$ 273,000	$ 273,000	$ 273,000	$ 273,000	$ 273,000	$ -	$ -
Other Projects			$ 38,716,000	$ 38,716,000	$ -	$ 2,299,000	$ 3,180,000	$ 2,250,000	$ 5,790,000	$ 25,000,000	$ -	$ -	$ 157,000	$ -	$ -
PWO-1	Pipeline Rehabilitation Asset Study	n/a	$ 216,000	$ 216,000	$ -	$ 216,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWO-2	Security Cameras at Water Yard (City's Existing CIP)	n/a	$ 33,000	$ 33,000	$ -	$ 33,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWO-3	Replace SCADA Computer Hardware/Software (City's Existing CIP)	n/a	$ 750,000	$ 750,000	$ -	$ 250,000	$ 250,000	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWO-4	Work Truck (City's Existing CIP)	n/a	$ 80,000	$ 80,000	$ -	$ -	$ -	$ 40,000	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ -
PWO-5	Automatic Meter Reading (AMR) (City's Existing CIP)	n/a	$ 3,800,000	$ 3,800,000	$ -	$ 1,800,000	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWO-6	Advanced Metering Infrastructure (AMI) (City's Existing CIP)	n/a	$ 750,000	$ 750,000	$ -	$ -	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PWO-7	Computer Information System/ERP (City's Existing CIP)	n/a	$ 1,500,000	$ 1,500,000	$ -	$ -	$ -	$ 750,000	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ -
PWO-8	Chromium 6 Treatment Pilot Study, Design, and Construction (City's Existing CIP)	n/a	$ 31,430,000	$ 31,430,000	$ -	$ -	$ 180,000	$ 1,250,000	$ 5,000,000	$ 25,000,000	$ -	$ -	$ -	$ -	$ -
PWO-9	Water Master Plan Update (City's Existing CIP)														
CIP Total			$ 579,311,000	$ 424,522,000	$ 135,789,000	$ 5,367,000	$ 8,347,000	$ 10,685,000	$ 28,115,000	$ 43,431,000	$ 5,447,000	$ 3,215,000	$ 4,063,000	$ 137,859,000	$ 323,791,000
Annual Cost			N/A	N/A	N/A	$ 5,367,000	$ 8,347,000	$ 10,685,000	$ 28,115,000	$ 43,431,000	$ 5,447,000	$ 3,215,000	$ 4,063,000	$ 9,190,000	N/A

564

2. Improve Regulatory Framework to Reconcile Environmental Needs and Human Activities.
3. Provide Resources, Knowledge, Skills, and Tools Water Managers Need for Data-Driven Decision-Making.
4. Modernize and Rehabilitate Water Resource Management Systems.
5. Provide Sufficient and Sustainable Funding.

Improve Alignment — Shared intent is identified and governments are aligned behind regionally appropriate investments. State government supports alignment and empowers local and regional water management. State government ensures that regional entities have the incentives, knowledge, tools, authority, and guidance to develop, implement, and enforce water resource management practices for sustainability by:

- Assisting regional entities with building capacity to strengthen governance; establishing collaborative management of resources; and providing regional government agencies the necessary data, tools, models, and processes to conduct regional water sustainability assessments.
- Providing technical and facilitation assistance to regions for sustainably managing water resources at the proper scale, and identifying the types of investments and actions needed to realize those desired changes.
- Ensuring assistance to under-represented and economically disadvantaged communities and Tribes. These communities are fully embedded in regional water sustainability planning. Traditional/Tribal ecological knowledge (TEK) is considered in watershed planning processes.
- Recognizing local knowledge and empowering local agencies to manage their water resource sustainably.

Improve Regulation — More cost-effective and successful delivery of intended benefits and services are occurring. Restored ecosystems, enhanced water reliability, and reduced flood risk result from regulations being tied to planning and long-term system management. Consistent with "Streamline and Consolidate Permitting," from Action 8 of the Governor's Water Action Plan, a dialogue among federal, Tribal, State, and local agencies results in reconciliation and alignment of various regulatory frameworks and statutes. Regulatory incentives, discretion, and alternative compliance pathways are used to accomplish intended outcomes. Reducing uncertainty in this way provides more incentive for investment in built infrastructure (grey) and natural infrastructure (green), with the latter supporting vital ecosystem services.

Provide Knowledge and Data — More productive policy conversations and shared understanding are occurring. Local, regional, and State governments use a consistent and comprehensive method for assessing sustainability and tracking the effectiveness of policy and investment. Information and data gaps are significantly reduced, thus increasing desired outcomes and return on investments. State government is equipped to provide stewardship of public funding and consistently reports return on investment.

Modernize Water Management Systems — All Californians enjoy the benefits of increases in water supply reliability, more abundant and sustainable nature resources, and improved health and safety

when ecosystems and infrastructure are functioning and sustainable. This is accomplished by assessing and prioritizing restoration and rehabilitation needs, and then investing in a manner consistent with priorities. Water resource infrastructure is maintained, rehabilitated, or modernized to perform effectively. Such structures are more resistant to impacts from inter-annual hydrologic variability and other uncertainties.

Provide Funding — Sufficient and stable funding sustains public benefits from past investments by maintaining and modernizing infrastructure. Sufficient funding for data, planning, regulation, governance, and technologies helps achieve the desired outcomes of future water policy and investment. It includes public cost-share for rehabilitation, modernization, and operations and maintenance of water resource management systems.

Implementing actions based on these priorities sets the stage for Californians to enjoy a more sustainable water future through 2050 and beyond.

Leveraging Accomplishments and Delivering on Commitments

Building on accomplishments and delivering on commitments is a fundamental planning strategy of Update 2018. Building on collaborative accomplishments is the most direct strategy for helping to ensure consistency, efficiency, and ultimately effectiveness of water policy and investment. Adhering to, and delivering on, commitments, such as the recommendations in Update 2013 or sustaining engagement with local and regional partners, is the most direct strategy for maintaining trust and building on investments in time and relationships. It also minimizes stranded investment resulting from abrupt changes in direction, or abandonment of existing partnerships and governance structures. Delivering on commitments is the best way to earn and sustain the trust necessary for fruitful partnerships — the foundation of integrated water management.

Update 2018 is the twelfth in a series of California Water Plans prepared since 1957. Update 2018 builds on Update 2013, which was encyclopedic in its coverage of water management in California. At more than 3,500 pages, Update 2013 covered a variety of information, from detailed descriptions of current and potential regional and statewide water conditions, to a detailed "Roadmap For Action" that identified potential actions to support 17 objectives. Update 2013 also included detailed reports on each of California's hydrologic regions and overlay areas. Those "state of the region" reports focused on watersheds, groundwater aquifers, ecosystems, floods, climate, demographics, land use, water supplies and uses, and governance. Update 2013 provided an integrated water management toolbox in the form of more than 30 resource management strategies. Discussed were strategies to reduce water demand, increase water supply, improve water quality, practice resource stewardship, improve flood management, and recognize people's relationship to water.

The comprehensive, detailed nature of Update 2013 informs Update 2018's more concise call for collaborative, integrated action. Specifically, Update 2018 frames the State of California's need for:

- More inclusive, integrated, and aligned water planning processes to prioritize and fund long-term, sustainable State/public investment in water resource management.

CITY OF BANNING
CITY COUNCIL, UTILITY AUTHORITY AND SUCCESSOR AGENCY BOARD REPORT

TO: **CITY COUNCIL**

FROM: **Rochelle Clayton, Interim City Manager**

PREPARED BY: **Suzanne Cook, Deputy Finance Director/Interim ASD**

MEETING DATE: **May 22, 2018**

SUBJECT: **Resolution 2018-65, 2018-06 UA and 2018-02 SA, Approving Amendment No. 2 to the Professional Services Agreement with Lance, Soll & Lunghard, LLP CPAs for Financial Auditing Services**

RECOMMENDATION:

That City Council adopt Resolution 2018-65, 2018-06 UA and 2018-02 SA, approving the amendment to the professional services agreement with Lance, Soll, & Lunghard, LLP CPAs to exercise the options for the audit periods covering Fiscal Years ended June 30, 2018 and June 30, 2019 and authorize the Interim City Manager to execute the amendment to the contract.

BACKGROUND:

On May 12, 2015, Council approved the selection of Lance, Soll, & Lunghard, LLP CPAs as the City's external auditors for the audit periods covering June 20, 2015 through June 30, 2017 (with the option of extending through June 30, 2020), and authorized the City Manager to execute the Professional Services Agreement (PSA) for a three-year total of $175,872. However, when the agreement was written, it did not include the optional years, as approved by Council on May 12, 2015.

Annually the City is required per City ordinance No. 1445, Municipal Code, Chapter 3, Section 21.030, and state law to have an audit conducted of all City funds and accounts by a certified public accountant. The purpose of the audit is to ensure that the City is handling its accounts consistent with Generally Accepted Accounting Principles (GAAP) and regulations as promulgated by state and federal guidelines. The audit consists of two parts; 1) the interim audit for tests of internal controls and 2) the year-end field work to test the ending balances in accordance with generally accepted auditing standards and GAAP. In addition to the audit, the external auditors help prepare the financial statements and reports required by the State Controller's Office.

For the past several years, the audit of the City has been performed by the firm Lance, Soll, & Lunghard, LLP CPAs. Industry best practices published by the Government Finance Officers Association of the United States and Canada recommends every five years either changing firms or rotating partners and key staff (i.e., manager and senior-in-charge). The Manager assigned to Banning will change for fiscal year 2018 as well as the Senior-in-charge.

JUSTIFICATION:

In addition to the requirements as mandated by state law and ordinance, staff is recommending that we continue audit services, for the additional two years, with Lance, Soll, & Lunghard, LLP, CPAs. It is almost the end of Fiscal year end for 2017-2018 and to prevent the delay in conducting the necessary interim and year end audit, it is essential to continue services with our current auditing firm. The additional year of 2018-2019 is recommended at this time, as well, to allow for sufficient time to conduct the necessary RFP process for a potential new audit firm. Staff will plan accordingly to engage in this process for audit services starting the fiscal year ended June 30, 2020.

FISCAL IMPACT:

Fiscal Year 2017-2018 $58,899.00 – Budget year 2018-2019

- General Fund (001) $15,975,
- Successor Agency Administration (005) $6010,
- Successor Housing Agency (810) $3,825,
- Water Operations (660) $2691,
- Wastewater Operations (680) $2691,
- Utility Billing Administration (761) $23,964
- Airport Fund (600) $3,743, if applicable for Single Audit

Fiscal Year 2018-2019 $60,665.00 – Budget year 2018-2020

- General Fund (001) $16,454,
- Successor Agency Administration (005) $6,190,
- Successor Housing Agency (810) $3,939,
- Water Operations (660) $2,772,
- Wastewater Operations (680) $2,772,
- Utility Billing Administration (761) $24,683,
- Airport Fund (600) $3,855 if applicable for Single Audit

OPTIONS:

1. Approve as recommended

2. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Resolution 2018-65
2. Resolution 2018-06 UA
3. Resolution 2018-02 SA
4. Amendment No. 2 to Agreement for Auditing Services
5. Existing Agreement dated May 12, 2015.
6. Amendment No. 1 to Agreement for Additional Audit Service of Robertson's Ready Mix Accounting Documentation

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

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-65

RESOLUTION 2018-65

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP CPAS FOR AN AMOUNT OF $119,564 THROUGH FISCAL YEAR 2018/2019 FOR AUDITING SERVICES FOR THE CITY OF BANNING.

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs ("Consultant LLP") a California limited liability partnership, entered into that certain Agreement for Professional Services dated May 12, 2015 whereby Consultant LLP agreed to provide auditing services, as more specifically set forth in Exhibits A and A-1 to the Agreement; and

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs ("Consultant LLP") a California limited liability partnership, amend the Agreement for Professional Services through Amendment No. 1 dated September 17, 2015 whereby Consultant LLP agreed to provide additional auditing services, including additional compensation in the not to exceed amount of $5,620.00; and

WHEREAS, Exhibits C and C-1 of the Agreement contained a schedule of Professional Fees and Expenses, for the Auditing Services to be provided by Consultant LLP, as follows: 1. Fiscal Year 2014-2015 (July 1, 2014 to June 30, 2015), not to exceed $53,900.00; 2. Fiscal Year 2015-2016 (July 1, 2015 to June 30, 2016), not to exceed $55,518.00; 3. Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017), not to exceed $57,183.00; 4. Optional Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 5. Optional Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; 6. Optional Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020), not to exceed $62,486.00; and

WHEREAS, Section 2.1 of the Agreement provided that the Contract Sum for the initial three-year term was not to exceed One Hundred Seventh-Five Thousand Eight Hundred Seventy-Two Dollars ($175,872.00); and

WHEREAS, On May 22, 2018, CITY adopted City Council Resolution No. 2018-65, which authorized the extension of the Term of the Agreement to and including December 31, 2019, and the increase in compensation for Auditing Services, as follows: 1. Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 2. Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; and

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs now desire to amend the Agreement in accordance with Resolution No. 2018-65 to reflect the changes of the Agreement to LANCE, SOLL, & LUNGHARD, LLP CPAs, and City's approval thereof; to extend the term of the Agreement to and including December 31, 2019; and to include

additional compensation for the extended term in an amount of One Hundred Nineteen Thousand Five Hundred Sixty-Four Dollars ($119,564.00); and

WHEREAS, the Second Amendment includes the amounts of $58,899.00 for Fiscal Year 2017-2018 / Budget Fiscal Year 2018-2019 appropriated to the funds as follows General Fund (001) $15,975, Successor Agency Administration (005) $6010, Successor Housing Agency (810) $3,825, Water Operations (660) $2691, Wastewater Operations (680) $2691, Utility Billing Administration (761) $23,964, and Airport Fund (600) $3,743, if applicable for Single Audit and $60,665.00 for Fiscal Year 2018-2019 / Budget Fiscal Year 2019-2020 appropriated to the funds as follows General Fund (001) $16,454, Successor Agency Administration (005) $6,190, Successor Housing Agency (810) $3,939, Water Operations (660) $2,772, Wastewater Operations (680) $2,772, Utility Billing Administration (761) $24,683; and Airport Fund (600) $3,855 if applicable for Single Audit.

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

SECTION 1. The Banning City Council adopts Resolution 2018-65 approving the Second Amendment to the Professional Services Agreement with LANCE, SOLL, & LUNGHARD, LLP CPAs in an amount of $58,899 for the Fiscal Year 2017/2018 appropriated in Fiscal Year 2018/2018 and $60,655 for the Fiscal Year 2018/2019 appropriated in Fiscal Year 2019/2020, for a total appropriation of $119,564.

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

SECTION 3. The City Manager is authorized to execute the Second Amendment to the Professional Services Agreement with LANCE, SOLL, & LUNGHARD, LLP CPAs, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-65, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 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 2018-06 UA

RESOLUTION 2018-06 UA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP CPAS FOR AN AMOUNT OF $119,564 THROUGH FISCAL YEAR 2018/2019 FOR AUDITING SERVICES FOR THE CITY OF BANNING.

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs ("Consultant LLP") a California limited liability partnership, entered into that certain Agreement for Professional Services dated May 12, 2015 whereby Consultant LLP agreed to provide auditing services, as more specifically set forth in Exhibits A and A-1 to the Agreement; and

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs ("Consultant LLP") a California limited liability partnership, amend the Agreement for Professional Services through Amendment No. 1 dated September 17, 2015 whereby Consultant LLP agreed to provide additional auditing services, including additional compensation in the not to exceed amount of $5,620.00; and

WHEREAS, Exhibits C and C-1 of the Agreement contained a schedule of Professional Fees and Expenses, for the Auditing Services to be provided by Consultant LLP, as follows: 1. Fiscal Year 2014-2015 (July 1, 2014 to June 30, 2015), not to exceed $53,900.00; 2. Fiscal Year 2015-2016 (July 1, 2015 to June 30, 2016), not to exceed $55,518.00; 3. Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017), not to exceed $57,183.00; 4. Optional Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 5. Optional Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; 6. Optional Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020), not to exceed $62,486.00; and

WHEREAS, Section 2.1 of the Agreement provided that the Contract Sum for the initial three-year term was not to exceed One Hundred Seventh-Five Thousand Eight Hundred Seventy-Two Dollars ($175,872.00); and

WHEREAS, On May 22, 2018, CITY adopted City Council Resolution No. 2018-06 UA, which authorized the extension of the Term of the Agreement to and including December 31, 2019, and the increase in compensation for Auditing Services, as follows: 1. Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 2. Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; and

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs now desire to amend the Agreement in accordance with Resolution No. 2018-06 UA to reflect the changes of the Agreement to LANCE, SOLL, & LUNGHARD, LLP CPAs, and City's approval thereof; to extend the term of the Agreement to and including December 31, 2019; and to include

additional compensation for the extended term in an amount of One Hundred Nineteen Thousand Five Hundred Sixty-Four Dollars ($119,564.00); and

WHEREAS, the Second Amendment includes the amounts of $58,899.00 for Fiscal Year 2017-2018 / Budget Fiscal Year 2018-2019 appropriated to the funds as follows General Fund (001) $15,975, Successor Agency Administration (005) $6010, Successor Housing Agency (810) $3,825, Water Operations (660) $2691, Wastewater Operations (680) $2691, Utility Billing Administration (761) $23,964, and Airport Fund (600) $3,743, if applicable for Single Audit and $60,665.00 for Fiscal Year 2018-2019 / Budget Fiscal Year 2019-2020 appropriated to the funds as follows General Fund (001) $16,454, Successor Agency Administration (005) $6,190, Successor Housing Agency (810) $3,939, Water Operations (660) $2,772, Wastewater Operations (680) $2,772, Utility Billing Administration (761) $24,683; and Airport Fund (600) $3,855 if applicable for Single Audit.

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

SECTION 1. The Banning City Council adopts Resolution 2018-06 UA, approving the Second Amendment to the Professional Services Agreement with LANCE, SOLL, & LUNGHARD, LLP CPAs in an amount of $58,899 for the Fiscal Year 2017/2018 appropriated in Fiscal Year 2018/2018 and $60,655 for the Fiscal Year 2018/2019 appropriated in Fiscal Year 2019/2020, for a total appropriation of $119,564.

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

SECTION 3. The City Manager is authorized to execute the Second Amendment to the Professional Services Agreement with LANCE, SOLL, & LUNGHARD, LLP CPAs, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-06 UA, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 3

Resolution 2018-02 SA

RESOLUTION 2018-02 SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP CPAS FOR AN AMOUNT OF $119,564 THROUGH FISCAL YEAR 2018/2019 FOR AUDITING SERVICES FOR THE CITY OF BANNING.

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs ("Consultant LLP") a California limited liability partnership, entered into that certain Agreement for Professional Services dated May 12, 2015 whereby Consultant LLP agreed to provide auditing services, as more specifically set forth in Exhibits A and A-1 to the Agreement; and

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs ("Consultant LLP") a California limited liability partnership, amend the Agreement for Professional Services through Amendment No. 1 dated September 17, 2015 whereby Consultant LLP agreed to provide additional auditing services, including additional compensation in the not to exceed amount of $5,620.00; and

WHEREAS, Exhibits C and C-1 of the Agreement contained a schedule of Professional Fees and Expenses, for the Auditing Services to be provided by Consultant LLP, as follows: 1. Fiscal Year 2014-2015 (July 1, 2014 to June 30, 2015), not to exceed $53,900.00; 2. Fiscal Year 2015-2016 (July 1, 2015 to June 30, 2016), not to exceed $55,518.00; 3. Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017), not to exceed $57,183.00; 4. Optional Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 5. Optional Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; 6. Optional Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020), not to exceed $62,486.00; and

WHEREAS, Section 2.1 of the Agreement provided that the Contract Sum for the initial three-year term was not to exceed One Hundred Seventh-Five Thousand Eight Hundred Seventy-Two Dollars ($175,872.00); and

WHEREAS, On May 22, 2018, CITY adopted City Council Resolution No. 2018-02 SA, which authorized the extension of the Term of the Agreement to and including December 31, 2019, and the increase in compensation for Auditing Services, as follows: 1. Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 2. Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; and

WHEREAS, City and LANCE, SOLL, & LUNGHARD, LLP CPAs now desire to amend the Agreement in accordance with Resolution No. 2018-02 SA to reflect the changes of the Agreement to LANCE, SOLL, & LUNGHARD, LLP CPAs, and City's approval thereof; to extend the term of the Agreement to and including December 31, 2019; and to include

additional compensation for the extended term in an amount of One Hundred Nineteen Thousand Five Hundred Sixty-Four Dollars ($119,564.00); and

WHEREAS, the Second Amendment includes the amounts of $58,899.00 for Fiscal Year 2017-2018 / Budget Fiscal Year 2018-2019 appropriated to the funds as follows General Fund (001) $15,975, Successor Agency Administration (005) $6010, Successor Housing Agency (810) $3,825, Water Operations (660) $2691, Wastewater Operations (680) $2691, Utility Billing Administration (761) $23,964, and Airport Fund (600) $3,743, if applicable for Single Audit and $60,665.00 for Fiscal Year 2018-2019 / Budget Fiscal Year 2019-2020 appropriated to the funds as follows General Fund (001) $16,454, Successor Agency Administration (005) $6,190, Successor Housing Agency (810) $3,939, Water Operations (660) $2,772, Wastewater Operations (680) $2,772, Utility Billing Administration (761) $24,683; and Airport Fund (600) $3,855 if applicable for Single Audit.

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

SECTION 1. The Banning City Council adopts Resolution 2018-02 SA approving the Second Amendment to the Professional Services Agreement with LANCE, SOLL, & LUNGHARD, LLP CPAs in an amount of $58,899 for the Fiscal Year 2017/2018 appropriated in Fiscal Year 2018/2018 and $60,655 for the Fiscal Year 2018/2019 appropriated in Fiscal Year 2019/2020, for a total appropriation of $119,564.

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

SECTION 3. The City Manager is authorized to execute the Second Amendment to the Professional Services Agreement with LANCE, SOLL, & LUNGHARD, LLP CPAs, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-02 SA, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 4

Amendment No. 2 to Agreement for Auditing Services

AMENDMENT NO. 2 TO AGREEMENT FOR AUDITING SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR AUDITING SERVICES ("Amendment NO. 2") by and between the **CITY OF BANNING** ("City") and **LANCE, SOLL, & LUNGHARD, LLP CPA's, a California limited liability partnership** ("LSL CPA's") is effective as of the 12th day of May, 2018.

RECITALS

A. City and LANCE, SOLL, & LUNGHARD, LLP, a California limited liability partnership ("Consultant LLP") entered into that certain Agreement for Professional Services dated May 12, 2015 ("Agreement") whereby Consultant LLP agreed to provide auditing services, as more specifically set forth in Exhibits A and A-1 to the Agreement ("Auditing Services").

B. On September 17, 2015, CITY amended the Agreement (Amendment No. 1), to include additional compensation in the not to exceed amount of Five Thousand Six Hundred Twenty Dollars ($5,620.00) and revised the Scope of Services to verify accounting charges invoiced to Robertson's Ready Mix for the period of January 1, 2012 through June 30, 2015, to accounting documentation supporting charges.

C. Exhibits C and C-1 of the Agreement contained a schedule of Professional Fees and Expenses, for the Auditing Services to be provided by Consultant LLP, as follows: 1. Fiscal Year 2014-2015 (July 1, 2014 to June 30, 2015), not to exceed $53,900.00; 2. Fiscal Year 2015-2016 (July 1, 2015 to June 30, 2016), not to exceed $55,518.00; 3. Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017), not to exceed $57,183.00; 4. Optional Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 5. Optional Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00; 6. Optional Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020), not to exceed $62,486.00.

D. Section 2.1 of the Agreement provided that the Contract Sum for the initial three-year term was not to exceed One Hundred Seventh-Five Thousand Eight Hundred Seventy-Two Dollars ($175,872.00).

E. Section 3.4 provided that the Term of this Agreement was not to exceed three (3) years from the date of the Agreement.

F. On May 22, 2018, CITY adopted City Council Resolution No. 2018-65, which authorized the extension of the Term of the Agreement to and including December 31, 2019, and the increase in compensation for Auditing Services, as follows: 1. Fiscal Year 2017-2018 (July 1, 2017 to June 30, 2018), not to exceed $58,899.00; 2. Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019), not to exceed $60,665.00.

G. City and LSL CPA's now desire to amend the Agreement in accordance with Resolution No. 2018-65 to reflect the changes of the Agreement to extend the term of the Agreement to and including December 31, 2019; and to include additional compensation for the

extended term in an amount of One Hundred Nineteen Thousand Five Hundred Sixty-Four Dollars ($119,564.00).

TERMS

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

(a) Section 2.1 of the Agreement is amended to read as follows:
2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay LSL CPA's the amounts specified in the "Schedule of Compensation" attached hereto as Exhibits "C" and "C-1", and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Ninety-One Thousand Seven Hundred Eight-Five Dollars ($291,785.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.d.

(b) Section 3.4 of the Agreement is amended to read as follows:
3.4. Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the auditing services, as more specifically set forth in Exhibits A and A-1 to the Agreement, but not extending beyond December 31, 2019.

1. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 to the Support Services Agreement.

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

LSL CPA's represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to LSL CPA's that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

4. **Authority**. The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2 such party is formally bound to the provisions of this Agreement, as amended by this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment NO. 2 on the date and year first hereinabove written.

CITY:

CITY OF BANNING, a municipal corporation

_____
Rochelle Clayton, Interim City Manager

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

_____
Kevin G. Ennis, Esq., City Attorney

LSL CPA's,
a California limited liability partnership

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:

Two signatures are required if a limited liability company.

NOTE: LSL CPA'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE OPERATING AGREEMENT, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO LSL CPA'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other oj cer completing this certiÄcate veriÄes only the identity of the individual who signed the document to which this certiÄcate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)

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

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ATTACHMENT 5

Existing Agreement dated May 12, 2015

(305)

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

LANCE, SOLL, & LUNGHARD, LLP

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BANNING AND
LANCE, SOLL, & LUNGHARD, LLP

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this 12th day of May, 2015 by and between the City of Banning, a general law city ("City") and Lance, Soll, & Lunghard, LLP, a California limited liability partnership ("Consultant"). City and Consultant 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. Consultant, 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's Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.3 Compliance with Law.

Consultant 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.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 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.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the City Manager. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 Consultant 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 Seventy-five Thousand Eight Hundred Seventy-two Dollars ($175,872) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. d

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 contract retention; (iii) payment for time and materials based upon the Consultant'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 in writing 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 Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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 Administrative Services Director. By submitting an invoice for payment under this Agreement, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

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

Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, 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 Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Deborah Harper	Partner
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, 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 Consultant without the express written

approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant'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 Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Administrative Services Director unless otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant 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. Consultant 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 Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or

encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant 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) Commercial General Liability Insurance (ISO 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 the Consultant 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 Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

(f) Subcontractors. Consultant 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 Consultant'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. 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 Consultant 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 Consultant 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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. Consultant'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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be

held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant 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, Consultant 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 Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design

professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance 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 Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant 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 Consultant 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 Consultant'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.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant shall file a statutory 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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant 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 Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be

entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 Consultant 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.

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

8.4 Unauthorized Aliens.

Consultant 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 Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement,

and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant 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

_____
Interim City Manager, Mayor

ATTEST:

_____
MARIE A. CALDERON, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Lona Laymon, City Attorney

CONSULTANT:
Lance, Soll, & Lunghard, LLP
203 N. Brea Blvd #203, Brea, Ca 92821

By: _____
Name: Debbie A. Harper
Title: Partner

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 6, 2015 before me, Valerie J. Conte, personally appeared Deborah Harper, 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: Valerie J. Conte

VALERIE J CONTOS
Commission # 2031081
Notary Public - California
Orange County
My Comm. Expires Jul 23, 2017

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

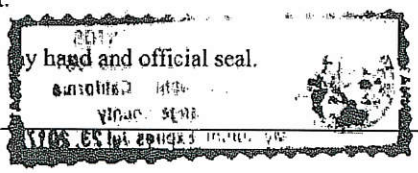
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 201_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. See attached Exhibit A-1

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. See attached Exhibit A-1

B.

C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. See attached Exhibit A-1

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

A. Debbie Harper, Partner

B. Bryan Gruber, Concurring Partner

C. J'on Dennis, Manager

D. Ryan Dover, Senior

A. Scope of Work to be Performed

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements and the combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles (GAAP). The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The auditor will be required to perform agreed upon procedures applied to the City's appropriations limit prescribed by Article XIIIB of the California Constitution as well the following:

1. Assistance with the preparation of the City's initial Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2015 and subsequent years thereafter, and Successor Agency's basic financial statements. (SCOPE)
2. Assistance with preparation of State controller's Report.
3. All reports required for compliance with the provisions of *OMB* Circular A-133 and the *Single Audit Act Amendments of 1996.*

B. Auditing Standards to be Followed:

These audits are to be performed in accordance with generally accepted government auditing standards (GAAS), the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Federal Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations or latest versions thereof. The financial statements are prepared in accordance with the latest Governmental Accounting Standard Board (GASB) pronouncements, as required.

C. Reports to be Issued:

Upon completion of the audit for each fiscal year, the auditor shall issue the

following reports:

1. An audit opinion on the fair presentation of the City's financial statements (CAFR) in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.

2. An audit opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles for the following City related entities:

    a. Banning Utility Authority
    b. Banning Housing Authority
    c. Banning Successor Agency

3. A report on compliance and internal control over financial reporting based on an audit of the financial statements.

    In the required report[s] on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

    Reportable conditions that are also material weaknesses shall be identified as such in the report. Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls.

    The report shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

4. A report of Agreed-Upon Procedures relative to the City's calculation of its Appropriation Limit in accordance with the *Article XIIIB Appropriations Limit Uniform Guidelines* and as mandated by the California Constitution.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Administrative Services Director (except for acts involving or pertaining to the director)
- City Manager (except for acts involving or pertaining to the city manager)
- City Council

Reporting to the City Council. Auditors shall assure themselves that the City of Banning's City Council is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards significant accounting policies
2. Management judgments and accounting estimates
3. Significant audit adjustments
4. Other information in documents containing audited financial statements
5. Disagreements with management
6. Management consultation with other accountants
7. Major issues discussed with management prior to retention
8. Difficulties encountered in performing the audit

D. Special Considerations

The City will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City of Banning to meet the requirements and time deadline of this program.

The City routinely prepares one or more official statements in connection with the sale of debt securities which may contain the basic financial statements and the auditor's report thereon. The auditor shall be required at no additional cost, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

E. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the proposer is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to parties designated by the City. In addition, the proposer shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

F. Additional Consulting Hours

It is expected that the selected proposer will keep the City informed of new state and national developments affecting municipal finance and reporting, standards and trends including changes in federal/state grant program accounting and reporting requirements. This shall include at least one formal updating session per year with financial/accounting staff.

The scope of the audit must also include consulting time on subjects that could affect financial reports such as reviewing official statements for bond sales or answering payroll taxation issues, (this is in addition to consultations on matters directly relating to the audit and reports).

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **The City will compensate Consultant 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.

II. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

III. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

LSL CPAS
CERTIFIED PUBLIC ACCOUNTANTS
VPB A Division of LSL CPAs
vilmure, peeler & boucher

LANCE, SOLL & LUNGHARD, LLP

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS:

COMBINING SCHEDULE - ALL SERVICES

For the purpose of this proposal, Deborah A. Harper, Partner, is authorized to make representations for our firm, empowered to submit this bid and authorized to sign a contract with the City of Banning. I can be reached at the address above, by phone at (714) 672-0022 or through email at deborah.harper@lslcpas.com.

Deborah A. Harper, Partner
LANCE, SOLL & LUNGHARD, LLP

Nature of Service to be Provided	Schedule	Total Price
City audit and Related Reports	I	$ 33,550
Single Audit Act Report**	II	3,425
Appropriations Limit Review	None	Incl*
Banning Utility Authority Audit	III	3,425
Housing Compliance	IV	3,500
Successor Agency	V	5,500
State Controller's Report - City	VI	3,000
State Controller's Report - BUA	VII	1,500
Total for Fiscal Year (not to exceed)		$ 53,900

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES - ALL SUBSEQUENT FISCAL YEARS

			Optional		
Nature of Service to be Provided	2015/16	2016/17	2017/18	2018/19	2019/20
City audit and Related Reports	$ 34,557	$ 35,593	$ 36,661	$ 37,761	$ 38,894
Single Audit Act Report	3,528	3,634	3,743	3,855	3,971
Appropriations Limit Review	Incl*	Incl*	Incl*	Incl*	Incl*
Banning Utility Authority Audit	3,528	3,634	3,743	3,855	3,971
Housing Compliance	3,605	3,713	3,825	3,939	4,057
Successor Agency	5,665	5,835	6,010	6,190	6,376
State Controller's Report - City	3,090	3,183	3,278	3,377	3,478
State Controller's Report - BUA	1,545	1,591	1,639	1,688	1,739
Total for Fiscal Year (not to exceed)	$ 55,518	$ 57,183	$ 58,899	$ 60,665	$ 62,486

Incl* - Cost is included in the total cost for City audit and related reports.
** Quoted at one major program, $1,300 for each additional major program.

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Schedule 1

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

Service	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	18.00	$ 280	$ 250	$ 4,500
Manager	44.00	185	180	7,920
Senior	116.00	140	115	13,340
Staff	82.00	125	95	7,790
Clerical	incl	incl	incl	incl
Subtotal	260.00			$ 33,550
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for 2015 audit				**$ 33,550**

240

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Schedule II

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

SUPPORTING SCHEDULE FOR BANNING SINGLE AUDIT

Service	Hours*	Standard Hourly Rate	Quoted Hourly Rate	Total*
Partners	2.00	$ 280	$ 275	$ 550
Manager	5.00	185	175	875
Senior	8.00	140	125	1,000
Staff	8.00	125	125	1,000
Clerical	incl	incl	incl	incl
Subtotal	23.00			$ 3,425
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for Banning Utility Authority				$ 3,425

* For one major program, $1,300 for each additional major program

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Schedule III

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

SUPPORTING SCHEDULE FOR BANNING UTILITY AUTHORITY

Service	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	2.00	$ 280	$ 275	$ 550
Manager	5.00	185	175	875
Senior	8.00	140	125	1,000
Staff	8.00	125	125	1,000
Clerical	incl	incl	incl	incl
Subtotal	23.00			$ 3,425
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for Banning Utility Authority				$ 3,425

242

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Schedule IV

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

SUPPORTING SCHEDULE FOR BANNING HOUSING AUTHORITY

Service	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	5.00	$ 280	$ 275	$ 1,375
Manager	5.00	185	175	875
Senior	10.00	140	125	1,250
Staff	-	125	125	-
Clerical	incl	incl	incl	incl
Subtotal	20.00			$ 3,500
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for Banning Housing Authority				**$ 3,500**

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Schedule V

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

SUPPORTING SCHEDULE FOR SUCCESSOR AGENCY

Service	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	5.00	$ 280	$ 275	$ 1,375
Manager	10.00	185	175	1,750
Senior	19.00	140	125	2,375
Staff	-	125	125	-
Clerical	incl	incl	incl	incl
Subtotal	34.00			$ 5,500
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for Successor Agency				**$ 5,500**

LSL CERTIFIED PUBLIC ACCOUNTANTS
VPB A Division of LBL, CPAs
vitmure, peeler & boucher

LANCE, SOLL & LUNGHARD, LLP

Schedule VI

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

SUPPORTING SCHEDULE FOR STATE CONTROLLER REPORT - CITY

Service	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Consultants	10.00	$ 300	$ 300	$ 3,000
Clerical	incl	incl	incl	incl
Subtotal	10.00			$ 3,000
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for State Controller Report - City				**$ 3,000**

LSL CERTIFIED PUBLIC ACCOUNTANTS
VPB A Division of LSL, CPAs
vilmure, peeler & boucher

LANCE, SOLL & LUNGHARD, LLP

Schedule VII

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS

SUPPORTING SCHEDULE FOR STATE CONTROLLER REPORT - BUA

Service	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Consultants	5.00	$ 300	$ 300	$ 1,500
Clerical	incl	incl	incl	incl
Subtotal	5.00			$ 1,500
Out-of-Pocket Expenses				incl
Meals and lodging				incl
Transportation				incl
Total all-inclusive maximum price for State Controller Report - BUA				**$ 1,500**

LSL
CERTIFIED PUBLIC ACCOUNTANTS
A Division of LSL, CPAs
Vilmure, Peeler & Boucher

LANCE, SOLL & LUNGHARD, LLP

MANNER OF PAYMENT

Progress billing will be made on the basis of hours of work completed during the course of the engagement. Interim billings will cover a period of not less than a calendar month. The final ten percent (10%) of the total all-inclusive maximum price will be billed upon delivery of the final reports.

CONTRACT PROVISIONS

We reviewed the copy of the City's Professional Services Agreement attached to the Request for Proposals for Professional auding Services and have no exception to the terms of the agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall deliver the following tangible work products to the City by the following dates.**

A. As per Exhibit A-1

B.

C.

II. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

CITY COUNCIL AGENDA

DATE: May 12, 2015

TO: CITY COUNCIL

FROM: Dean Martin, Interim Administrative Services Director

SUBJECT: Selection of City Auditor

RECOMMENDATION: Staff recommends the selection of Lance, Soll, and Lunghard, LLP as the City's external auditors for the audit periods covering June 30, 2015 through June 30, 2017 (with the option of extending through June 30, 2020), and authorize the City Manager to execute the attached contract for a three year total of $175,872.

JUSTIFICATION: Per City ordinance No.1445, Municipal Code, Chapter 3, Section 21.030, an audit is to be made of the City records annually by a certified public accountant The audit will ensure that the City complies with this code requirement as well as maintains fiscal accountability and transparency to its citizens.

BACKGROUND: Annually the City is required per ordinance and State law to have an audit conducted of all City funds and accounts. The purpose of the audit is to ensure that the City is handling its accounts consistent with generally accepted accounting principles and regulations as promulgated by state and federal guidelines. Additionally, in order to qualify to receive federal funds, a local agency must comply with the federal Single Audit Act and must retain a certified public accountant to prepare an annual audit of its financial records. This also requires the city to comply with generally accepted accounting principles and government accounting and audit standards.

Staff issued an RFP for audit services on February 2, 2015. The RFP was issued to firms that had indicated an interest in performing work for the City and was also posted on the web site for the California Society of Municipal Finance Officers. Six firms responded to the RFP, with one of them disqualified due to failure to the meet the submittal requirements of the RFP. An evaluation team consisting of two internal staff members and one external party with previous audit experience was used to rate the respondents. The firms were primarily ranked on the background and experience of the firm and its staff with price being considered after an initial ranking on qualitative factors.

The result of the ranking process produced two top firms that were nearly equal in ranking. The top two firms were White Nelson Diehl and Evans and Lance, Soll, and Lunghard, LLP. Given the closeness of the scoring, staff elected to interview the top two firms. This was primarily to become acquainted with the actual staff responsible for managing and performing the day to day audit (i.e., the manager and the senior-in-charge). After the oral interviews, staff felt that the edge went to LSL due to the experience demonstrated by the LSL day to day staff.

For the past several years, the audit of the City has been performed by the firm of Lance, Soll, and Lunghard, LLP. Industry best practices published by the Government Finance Officers Association of the United States and Canada recommends every five years either changing firms or rotating partners and key staff (i.e., manager and senior-in-charge). The LSL engagement partner was rotated within the last three years. The Manager assigned to Banning was changed last year, and the senior-in-charge, responsible for the onsite day to day completion of the audit procedures, will be working with the City for the first time.

Staff's recommendation was presented to the Budget and Finance Committee on May 4, 2015. The Budget and Finance Committee unanimously approved the staff recommendation to select Lance, Soll, and Lunghard LLP as the City's auditor.

FISCAL DATA: The General Fund and the Utility Services Fund have a remaining budget of $23,888 for Fiscal Year 2015, and a combined budget of $50,000 included in fiscal year 2016.

RECOMMENDED BY:

Dean Martin
Interim Administrative Services Director

APPROVED BY:

James E. Smith
Interim City Manager

ATTACHMENT 6

Amendment No. 1 to Agreement dated September 17, 2015

ORIGINAL (205)

AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("City") and Lance, Soll & Lunghard, LLP (LSL), a California corporation ("Consultant") is effective as of the 17th day of September, 2015.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated May 12, 2015 ("Agreement") on whereby Consultant agreed to provide Auditing Services for the City of Banning.

B. City and Consultant now desire to amend the Agreement to include additional compensation in an amount not to exceed Five Thousand Six Hundred Twenty Dollars and 00/100 ($5,620.00) to the original Contract Amount and revise the Scope of Services. The original Scope of Work and tasks are modified and revised to include the following: agreed upon procedures as further described in Exhibit A-1.

TERMS

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

(a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

(b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

(c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

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

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

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

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

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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

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

CITY:

CITY OF BANNING, a municipal corporation

Dean Martin, Interim City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Lona N. Laymon, City Attorney

CONSULTANT:

Lance, Soll & Lunghard, LLP

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 203 North Brea Boulevard, Ste 203
Brea, CA 92821
(714) 672-0022

Two signatures are required if a corporation

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

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

CITY:

CITY OF BANNING, a municipal corporation

_____
Dean Martin, Interim City Manager

ATTEST:

_____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Lona N. Laymon, City Attorney

CONSULTANT:

Lance, Soll & Lunghard, LLP

By: Debbie A. Harper
Name: Debbie A. Harper
Title: Partner

By: _____
Name:
Title:

Address: 203 North Brea Boulevard, Ste 203
Brea, CA 92821
(714) 672-0022

Two signatures are required if a corporation

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

EXHIBIT "A-1"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Verify Accounting charges invoiced to Robertson's Ready Mix for the period January 1, 2012 through June 30, 2015, to accounting documentation supporting such charges

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

A. Agreed-Upon-Procedures report in accordance with the AICPA Attestation Standards

III. 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 "C-1"
COMPENSATION

Contractor shall perform the following tasks:

	LEVEL			
	Partner	**Manager**	**Staff**	**Total**
Planning	1	1		2
Fieldwork & Supervision		2	20	22
Report	4	3	4	11
Total Estimated Hours	5	6	24	35
Hourly Rate	$230	$185	$140	
Total Fee	$1,150	$1,110	$3,360	**$5,620**

EXHIBIT "D-1"
SCHEDULE

All tasks will be performed and concluded in the month of September 2015.

LSL
CERTIFIED PUBLIC ACCOUNTANTS

- David E. Hale, CPA, CFP
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA
- Gary A. Cates, CPA
- Michael D. Mangold, CPA
- David S. Myers, CPA

August 19, 2015

Mr. Dean Martin
Interim City Manager/Director of Finance
City of Banning, California

Dear Mr. Martin:

At your request, we are pleased to provide you with a quote to perform additional professional services. The scope of the additional services, deliverable, timetable to perform the procedures, as well as the time and cost estimate are as follows:

Scope of Procedures

It is our understanding, that upon agreement on the enumerated procedures attached to this quote, we will verify the accounting charges invoiced to Robertson's Ready Mix for the period January 1, 2012 through June 30, 2015, to accounting documentation supporting such charges.

The review will be conducted in accordance with applying agreed-upon procedures standards as established by the American Institute of Certified Public Accountants (AICPA) and shall include such other procedures as we consider necessary in the circumstances. It should be understood that such procedures do not constitute an audit conducted in accordance with generally accepted auditing standards, and we will not express an opinion on any of the procedures which we performed. In addition, the procedures are not primarily designed to disclose defalcations or other irregularities. We make no representation as to the adequacy of the above procedures.

Deliverable

We will provide an Agreed-Upon-Procedures report in accordance with the AICPA Attestation Standards.

Timetable

We estimate that before mentioned procedures will be performed and concluded in the month of September 2015.

Time and Cost Estimate

	Level			
	Partner	Manager	Staff	Total
Planning	1	1		2
Fieldwork and Supervision		2	20	22
Report preparation and Wrap-Up	4	3	4	11
Total Estimated Hours	5	6	24	35
Hourly Rate	230	185	140	
Quoted Fee	1,150	1,110	3,360	**$ 5,620**

LSL
CERTIFIED PUBLIC ACCOUNTANTS

Mr. Dean Martin
Interim City Manager/Director of Finance
City of Banning, California

We appreciate the opportunity to be of service to the City of Banning and believe this letter accurately summarizes the significant terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Lance, Soll & Lunghard, LLP

Acknowledgment:
I have read and agreed to the scope of work and fees stated above.

Signature

9-2-15
Date

APPLYING AGREED-UPON PROCEDURES

Procedures enumerated below are to be agreed to by the Interim City Manager of the City of Banning, California (City), solely to assist the City in verifying accounting charges invoiced to Robertson's Ready Mix (Vendor) during the period January 1, 2012 through June 30, 2015. This agreed-upon procedures engagement is to be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report.

Scope of the Procedures to be Performed

The procedures to be performed and the results we will obtain from the performance thereof are as follows:

1. **Procedure to be Performed:** We will obtain the City's most recent accounting ledger, detailing by invoice number, accounting charges invoiced to the Vendor for reimbursement.

   a. This procedure will help us identify the total amount of accounting charges invoiced to the Vendor during the specified period under review.

   b. It will also help us identify the specific vendors, if any, and City time, if any, charged to the accounting costs.

2. **Procedure to be Performed:** We will obtain copies of all invoices and the documentation supporting the invoices charged to the Vendor by the City and agree those charges to the supporting documentation.

   a. This procedure will help us identify any irregularities related to accounting charges invoiced to the Vendor.

   b. We will communicate all irregularities to City Management prior to ensuring our report.

3. **Procedure to be Performed:** For City Employees' payroll time invoiced to the Vendor, we will agree such time to underlining documentation such as timecards and payroll registers to verify that such time occurred and was accurately charged to the Vendor.

   a. This procedure will also require us to verify the existence of such City employees charged to the respective Vendor related projects.