

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

July 24, 2018  
**5:00 p.m.**

Banning Civic Center  
Council Chambers  
99 E. Ramsey Street

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

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

**I. CALL TO ORDER**

- Invocation – Reverend Bill Dunn, St. Stephen's Episcopal Church
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Franklin, Peterson, Welch, Mayor Moyer

**II. REPORT ON CLOSED SESSION**

**III. PUBLIC COMMENTS, CORRESPONDENCE, PRESENTATIONS, AND APPOINTMENTS**

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.

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

1.	Minutes – Regular Meeting – 7/10/2018 .....	1
2.	Minutes – Special Meeting – 7/10/2018 (Closed Session).....	57
3.	Minutes – Special Meeting – 7/12/2018 (Closed Session).....	59
4.	Minutes – Special Meeting – 7/16/2018 (Closed Session).....	61
5.	Cash, Investments, and Reserve Report for the Month of June 2018.....	63
6.	Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of June 2018 .....	69
7.	Resolution 2018-102, Approving the City of Banning Electric Utility Power Content Label for Calendar Year 2017 .....	107

- Open Consent Items for Public Comments
- Make Motion

#### **V. ANNOUNCEMENTS AND REPORTS**

##### CITY COUNCIL COMMITTEE REPORTS

##### REPORT BY CITY ATTORNEY

##### REPORT BY CITY MANAGER

##### REPORTS OF OFFICERS

1.	Consideration of Development Impact Fee Credit 2 Year Time Extension Request from Pardee Homes .....	115
----	--	-----

*(Staff Report – Patty Nevins, Community Development Director)*

Recommendation: **Option 1 - Concur with Pardee's invocation of the "force majeure" provision of the Development Agreement and confirm that Pardee is entitled to a two-year extension of time for obtaining Development Impact Fee (DIF) credits for the first 500 units as provided for in Section 6.8.1 regarding the incentive for early development of the approved Development Agreement for the Butterfield Specific Plan project.**

Recommendation: **Option 2 - Concur with Pardee's invocation of the "force majeure" provision of the Development Agreement to extend the time for earning DIF credits but not concur that the delay period is equal to two years and direct staff to allow Pardee to provide for greater specification of the actual delay period under Section 19.2 of the Development Agreement and authorize staff to provide written confirmation of that alternative delay period.**

Recommendation: **Option 3 - Not concur with the invocation of the "force majeure" section of the Development Agreement under the facts stated and direct staff to inform Pardee that an extension of the deadline for DIF Credits must be obtained, if at all, under other provisions of the Agreement, such as by formal amendment.**

2. Resolution 2018-27 Approving a Consultant Services Agreement with Albert A. Webb Associates for Peer Review Services in Connection with the Banning Quarry Environmental Assessment ..... **207**  
*(Staff Report – Art Vela, Public Works Director)*

Recommendation: **Adopt Resolution 2018-27 approving a Professional Services Agreement between the City of Banning and Albert A. Webb Associates to provide peer review services to the City of Banning for the review of a Draft Environmental Impact Report ("DEIR") and associated documents for the Banning Quarry project.**

3. Resolution No. 2018-107, Amending Resolution 2018-72 to Reschedule the Public Hearing for the Consideration of Rate Adjustments for the Collection, Transportation and Disposal of Solid Waste Services to September 11, 2018 ..... **273**  
*(Staff Report – Art Vela, Public Works Director)*

Recommendation: **Adopt Resolution 2018-107, adjusting the Public Hearing date to September 11, 2018 at 5:00 p.m.**

4. City Policy No. B-32 on Agreements..... **285**  
*(Staff Report – Rochelle Clayton, Interim City Manager)*

Recommendation: **Review City Policy No. B-32 on Agreements, including Leases, Memorandums of Understanding and Contracts, and direct staff of any changes to the policy.**

5. City Policy No. A-35 on Review of Existing Policies for Necessary Revisions ..... **291**  
*(Staff Report – Rochelle Clayton, Interim City Manager)*

Recommendation: **Review City Policy No. A-35 on the Review of Policies for necessary updates and revisions, and direct staff of any changes to the policy.**

6.	Riverside County Grand Jury Report to the City of Banning .....	295
	( <i>Staff Report – Rochelle Clayton, Interim City Manager</i> )	

Recommendation: **Approve the Letter of Response to the Grand Jury or provide direction to update the Letter to formally respond to the Grand Jury regarding its recommendations.**

## **VI. DISCUSSION ITEMS**

1.	Review and Discuss Sending a Letter to Congressman Raul Ruiz, M.D. Requesting Legislative Assistance for the Substitution of Census Tract 438.13 in Place of Census Tract 442 as a Designated Opportunity Zone .....	311
	( <i>Staff Report – Rochelle Clayton, Interim City Manager</i> )	

Recommendation: **The City Council review and discuss sending a letter to Congressman Raul Ruiz, M.D. requesting legislative assistance for the substitution of Census tract 438.13 in place of Census Tract 442 as a Designated Opportunity Zone**

## **RECESS REGULAR MEETING AND CALL TO ORDER A SCHEDULED MEETING OF THE BANNING UTILITY AUTHORITY**

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

## **I. REPORTS**

### **REPORTS OF OFFICERS**

1.	Resolution 2018-05 UA, Approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. for an Adjustment in Compensation and to Extend the Term of the Agreement.....	321
	( <i>Staff Report – Art Vela, Public Works Director</i> )	

Recommendation: **Adopt Resolution 2018-05 UA; 1) Approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. for an adjustment in compensation and to extend the term of the agreement for one (1) additional year and thereby amending the termination date of the original Agreement to September 30, 2019 with an option to renew for an additional year. 2) Authorizing the Interim City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Maintenance and Operations Agreement. 3) Authorizing the Interim City Manager to execute the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc.**

**ADJOURN BANNING UTILITY AUTHORITY MEETING AND RECONVENE THE  
REGULAR MEETING**

**BANNING UTILITY AUTHORITY (BUA)** – Next Meeting, September 11, 2018, 5:00 p.m.

**BANNING FINANCING AUTHORITY (BFA)** – no meeting.

**VII. ITEMS FOR FUTURE AGENDAS**

New items –

Pending Items – City Council

1. Mills Act – Additional Information
2. Highland Home Road Overcrossing
3. Fee Waiver Update (November)
4. Assembly Bills – Staff Analysis
5. Council Refresher on Directing Staff
6. Website Redesign
7. Classify Internet/Wi-Fi as Infrastructure
8. Street Naming Policy to Honor Land Owners
9. Appoint Commissioners by Council Districts
10. Refuse Theft Ordinance
11. Contingency Plan for Residents During Emergencies
12. Appraisals Update
13. Ordinance Update - Planning Commissioners to Serve by District

**VIII. 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.*

MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

07/10/2018  
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Moyer on July 10, 2018, at 5:03 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  
Heidi Meraz, Community Services Director  
Tom Miller, Electric Utility Director  
Patty Nevins, Community Development Director  
Art Vela, Public Works Director/City Engineer  
Robert Fisher, Interim Police Chief  
Vincent Avila, Lieutenant  
Suzanne Cook, Deputy Finance Director  
Robert Meteau, Deputy Human Resources Director  
Ted Shove, Economic Development Manager  
Michelle Devoux, Fire Marshal  
Sonja De La Fuente, Deputy City Clerk  
Laurie Sampson, Executive Assistant  
Leila Lopez, Office Specialist

The Invocation was given by Police Chaplain Merle Malland. Mayor Pro Tem Peterson led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

The City Attorney indicated four items were discussed in Closed Session. 1) PUBLIC EMPLOYEE APPOINTMENT: City Manager – Pursuant to Government Code Section 54957. A status report was provided regarding this item. 2) PUBLIC EMPLOYMENT: Interim City Manager- Pursuant to Government Code Section. A report was provided and there was no reportable action. 3) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) Section 54956.9 (one case). A report was provided and direction was given. 4) PUBLIC EMPLOYEE APPOINTMENT: Police Chief – Pursuant to Government Code Section 54957. A status report was given. 5) CONFERENCE WITH LABOR

NEGOTIATORS – Pursuant to Government Code Section 54957.6. Agency designated representative: Interim City Manager. Unrepresented employee: Candidate for Interim Police Chief. A status report was given and direction was provided. 6) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (one case). A report was provided with no reportable action. 7) 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. The case has not yet concluded.

PUBLIC COMMENTS / CORRESPONDENCE / PRESENTATIONS / APPOINTMENTS

PUBLIC COMMENTS

Ellen Carr with Tender Loving Critters announced that Animal Action League would be here again on July 11<sup>th</sup>. The shot clinic is from 10:00 a.m. until 2:00 p.m. They also do nail clipping and microchipping.

Inge Schuler reminded the Council that Livingston Street is to be rededicated to the City before the property is sold. She requested the City not sell the property without doing that first. She would also like the zoning to be changed back. Finally, she learned that an office at the Police Department was appropriated for County use and wants to make sure proper paperwork was done.

Don Smith thanked the City and Staff for the 4<sup>th</sup> of July event, he felt it was excellent. He also thanked the City staff for their excellent response to the situation on Saturday. Finally, he reminded everyone that Evenings in the Park will be held at the Playhouse Bowl at Repplier Park every Thursday in August at 7:30 P.M.

Sandra Soto announced that April was Financial Literacy Month and provided some information regarding their program.

Mary Calta also expressed the importance of Financial Literacy and advised she is an advocate for the cause.

Richard Rutherford recommended planting trees and plants that produce food.

Maggie Scott asked how long it would take to repair the damage at Sylvan Park.

David Ellis thanked the Utility Department for keeping the lights on. He believes Banning is a disadvantaged community and feels it is important everyone works together to make Banning a better place to live.

Jerry Westholder thanked the Fire Department for responding quickly and putting out fires in the trees in front of his house. He congratulated Council Member Welch for not being

censured. He reminded all of the high utility rates. Finally, he thanked the Electric Department for getting electricity back on within five hours after the outage on Saturday.

Seeing no further comments, the Mayor closed Public Comment.

#### CORRESPONDENCE

There was no correspondence.

#### PRESENTATIONS

##### 1. Introduction of New Employees

Interim City Manager Rochelle Clayton presented the City's new employees (see Exhibit "A").

#### ADDITION OF URGENCY ITEM

**Motion Franklin/Welch to add an urgency item to the end of the Agenda regarding proposed legislation for July 11, 2018. Motion carried 5-0.**

#### APPOINTMENTS

##### 1. Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference – September 12 – 14, 2018

Council discussed who should be the voting delegate.

The Mayor opened the item for public comment.

Richard Rutherford recommended the City look into attending online instead of spending money to attend in person.

Seeing no further comments, the Mayor closed public comment.

**Motion Franklin/Andrade to designate Mayor Moyer as the voting delegate and Mayor Pro Tem Peterson as the Alternate for the League of California Cities Annual Conference in September 2018. Motion carried 5-0.**

#### CONSENT ITEMS

Council Member Peterson pulled Consent Item 8 for discussion.

##### 1. Minutes – Special Meeting – 6/26/2018

Recommendation: Approve the Minutes from June 26, 2018 Special Meeting of the Banning City Council.

2. Minutes – Special Meeting – 6/26/2018 (Closed Session)

Recommendation: Approve the Minutes from the June 26, 2018 Special Meeting of the Banning City Council (Closed Session).

3. Minutes – Regular Meeting – 6/26/2018

Recommendation: Approve the Minutes from the June 26, 2018 Regular Meeting of the Banning City Council.

4. Minutes – Special Meeting – 6/27/2018 (Closed Session)

Recommendation: Approve the Minutes from the June 27, 2018 Special Meeting of the Banning City Council (Closed Session).

5. Cash, Investments, and Reserve Report for the Month of March 2018

Recommendation: Receive and file Cash, Investments, and Reserve Report for the Month of March 2018.

6. Cash, Investments, and Reserve Report for the Month of April 2018

Recommendation: Receive and file Cash, Investments, and Reserve Report for the Month of April 2018.

7. Cash, Investments, and Reserve Report for the Month of May 2018

Recommendation: Receive and file Cash, Investments, and Reserve Report for the Month of May 2018.

9. 2<sup>nd</sup> Reading of Ordinance 1523, Approving a Categorical Exemption and Approving Zoning Ordinance Amendment 18-97501 Amending Title 17 "Zoning" of the Banning Municipal Code to Add Chapter 17.53, "Cannabis Cultivation, Manufacturing Level 1, and Testing Laboratory Facilities in Certain Industrial Zones with Approval of a Cannabis Conditional Use Permit and Making Other Amendments Related to Cannabis Businesses, and Making the Allowance for, and Regulation of, These Businesses Contingent Upon the Voter's Approval of a Tax Measure on the November 6, 2018 General Municipal Election Ballot

Recommendation: Ordinance 1523 pass its 2<sup>nd</sup> reading.

10. 2<sup>nd</sup> Reading of Ordinance 1524, of the Banning Municipal Code, to Establish Procedures for the Issuance of Cannabis Regulatory Permits, Making Required

Findings Under CEQA, and Making the Allowance for, and Regulation of, These Businesses Contingent Upon the Voter's Approval of a Tax Measure on the November 6, 2018 General Municipal Election 248

Recommendation: Ordinance 1524 pass its 2<sup>nd</sup> reading.

11. 2<sup>nd</sup> Reading of Ordinance 1526, Approving Zone Change No. 17-3503 to Amend the Zoning Map from High Density Residential-20/Affordable Housing Opportunity to Professional Office (PO) in Conformance with General Plan Amendment 17-2503, for Property Located South of Interstate 10, East of Highland Springs Avenue, North of Sun Lakes Boulevard Between Sun Lakes Village Drive and Silver Springs Avenue; APN 419- 140-059

Recommendation: Ordinance 1526 pass its 2<sup>nd</sup> reading.

12. Resolution 2018-94 Approving a Temporary Right of Entry Agreement with Southern California Edison

Recommendation: Adopt Resolution 2018-94.

13. Resolution 2018-90, Approving Nuisance Abatement Charges be Added to the Tax Rolls of Riverside County, California

Recommendation: Adopt Resolution 2018-90.

14. Resolution 2018-99, Approving the Memorandum of Understanding (MOU) between the City of Banning and The Stagecoach Days Association

Recommendation: Adopt Resolution 2018-99.

The Mayor opened Consent Items 1 through 7 and 9 through 14 for public comment.

Mark Quental with Watermark Development advised he would like Airport Industrial not being included in the ordinance for cannabis cultivation.

David Ellis questioned how the residential distance requirements would apply in this scenario.

Seeing no further comments, the Mayor closed public comment.

**Motion Welch/Franklin to approve Consent Items 1 through 7 and 9 through 14. Motion carried, 5-0.**

8. List of Contracts Approved Under the City Manager's Signature Authority of \$25,000 or Less

Recommendation: Receive and file List of Contracts approved under the City Manager's Signature Authority of \$25,000 or less.

The Mayor opened Consent Item 8 for public comment.

Inge Schuler asked about the \$25,000 contract with a law firm related to the Flume. She also requested a report on what the attorney has done.

Seeing no further comments, the Mayor closed public comment.

Interim City Manager Clayton explained that the attorney that previously worked on the Flume moved to this new law firm, therefore services were retained in an amount not to exceed \$25,000 while the City issues a new Request for Proposals (RFP).

Council Member Peterson asked for clarification regarding the contract with the previous firm and the new firm. Interim City Manager Clayton advised Attorney services are exempt from the standard procurement process. However, staff thought it best to issue an RFP. She also addressed Ms. Schuler's request for a report and advised that because this is related to litigation, it is a closed session item and until there is a reportable item there won't be a report in open session.

**Motion Franklin/Welch to approve Consent Item 8. Motion carried, 4-1 with Council Member Peterson voting against.**

#### PUBLIC HEARINGS

1. Resolution 2018-95, Tentative Tract Map No. 37298 (Atwell Development) Proposal to Subdivide Approximately 199 Gross Acres of Vacant Land for Purposes of Creating 264 Single Family Lots, One Lot for Future Medium Density Residential Development, One Lot for Future Medium Density Residential Development and a Future Park, Two Commercial Lots, One Lot for a Park, 15 Open Space Lots, One School Lot, and Public Streets, All Within the Butterfield Specific Plan Area

Community Development Director Patty Nevins presented the Staff Report as contained in the Agenda packet along with a PowerPoint Presentation (see Exhibit "B").

Council Member Peterson asked if the number of homes had been increased and commercial area decreased. Director Nevins advised the number of homes in this tract decreased by one (1) unit and the commercial area decreased by 6%.

Council Member Peterson referred to the Settlement Agreement Items 7 and 8 regarding non-potable project related water infrastructure. He asked for clarification in regard to the use of potable and non-potable water. Director Nevins advised they would be able to use potable water. Public Works Director Art Vela clarified they would be able to use potable water during the grading operation and the condition for use of non-potable water is tied

to the issuance of building permits, which comes after the grading operation. This use would be offset when they provide water to any area in the City.

The Mayor opened the Public Hearing.

Chris with Pardee Homes explained they are in compliance and are being careful to stay within the terms of the Settlement Agreement.

Inge Schuler indicated recycled water should be supplied before the project starts.

David Ellis questioned if the Sustainable Groundwater Act would be followed and asked about the preservation of habitat (i.e. horny toads and burrowing owls) and expressed concern with streamflow and building over basins.

Jerry Westholder pointed out that Smith Creek runs through the project and would like to know plans for flooding.

Chris with Pardee Homes advised for use of non-potable water is tied to the issuance of building permits and the Environmental Impact Report (EIR) has been completed and there are no horny toads. The burrowing owl is a seasonal bird and a bird survey was just completed last month and another bird survey will be done prior to grading to confirm there aren't any on the property. He informed the Council all required permits for the project have been obtained. The stream flow will be improving in Smith Creek continuously with each development phase. He assured all they are not rushing through this development and it has been in the works for 5-7 years already.

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

Council Member Franklin asked if what the timeline for commercial portion of the project.

Chris advised that they would be grading the commercial site with this phase and after approximately 500 closings on the homes they should have more retailers ready to come in.

Council Member Andrade explained that she understood the Settlement Agreement to say that as long as Pardee provides non-potable water to a location within the City not necessarily the project by building permit issuance.

Council Member Peterson asked some questions related to non-potable water and the requirements of the developer to utilize non-potable water during the grading portion of the project.

Community Development Director Nevins advised there wasn't a requirement to use non-potable water on the grading portion of the project, rather there is a requirement to use once a building permit is issued.

Public Works Director Vela confirmed the requirement is to provide the non-potable water by building permit issuance and to supply to areas of the City.

City Attorney Ennis explained and clarified the legal requirements for using and supplying non-potable water related to this project.

**Motion Peterson/Welch to adopt Resolution 2018-95, approving Tentative Tract Map No. 37298, subject to the Conditions of Approval. Motion carried 5-0.**

#### ANNOUNCEMENTS & REPORTS

##### CITY COUNCIL COMMITTEE REPORTS

Council Member Welch had nothing to report regarding Committees he serves on. He complimented Heidi and the Community Services staff on the 4<sup>th</sup> of July event. He also complimented the Electric Utility staff on their efforts on Saturday.

Council Member Andrade had nothing to report regarding Committees she serves on. He complimented Heidi and the Community Services staff on the 4<sup>th</sup> of July event. He also complimented the Electric Utility staff on their efforts on Saturday. She believes the clean-up crew did a fabulous job.

Council Member Peterson had nothing to report.

Council Member Franklin had nothing to report regarding Committees she serves on. She complimented Heidi and the Community Services staff on the 4<sup>th</sup> of July event. She also complimented the Electric Utility staff on their efforts on Saturday. She reminded the public to not cross barricades or yellow tape that have been put in place for safety reasons.

Mayor Moyer had nothing to report regarding Committees he serves on. He complimented Heidi and the Community Services staff on the 4<sup>th</sup> of July event. He also complimented the Electric Utility staff on their efforts on Saturday.

##### REPORT BY CITY ATTORNEY

City Attorney Ennis updated the Council regarding a potential ballot measure having to do with tax measures that has been withdrawn.

##### REPORT BY CITY MANAGER

Interim City Manager Clayton thanked all City staff (i.e. electric, public works, water, police, dispatchers, community services) including Heidi for getting an emergency contract in place for clean-up. She advised that the City Council will meet on July 24<sup>th</sup> and will be dark during the month of August. There was a Public Hearing scheduled for August 28<sup>th</sup> regarding a potential rate increase from waste management, but that will be postponed to September 11<sup>th</sup>.

## REPORTS OF OFFICERS

1. Resolution 2018-101, Confirming the Appointment of and Approving the Agreement with Robert Ratcliffe for Interim Police Chief Services During the Recruitment of a Permanent Police City

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

Council Member Franklin feels this is imperative due to the number of people that have left the Police Department.

Council Member Peterson expressed his displeasure with the recommendation of bringing in an Interim Police Chief from the outside. He asked several questions related to Mr. Ratcliffe's background, training, and specialized skills. Mr. Ratcliffe provided answers and explanations as appropriate.

Mayor Moyer advised he would like to table the item until a City Manager is hired. He asked Human Resources Manager Meteau for a timeline for the recruitment of a City Manager and a Police Chief. Mr. Meteau advised it would be approximately 30-60 days until a City Manager could be hired and onboard then 90 days minimum until a Police Chief is hired.

The Mayor opened the item for public comment.

John Hagen read a prepared statement (see Exhibit "C").

Linnea Hagen finished reading Mr. Hagen's prepared statement.

Mayor Moyer clarified that he is one fifth of the City Council.

Ellen Carr expressed her support of keeping Interim Chief Fisher and respects Alex Diaz's recommendation.

David Ellis discussed a restraining order Council Member Franklin filed against him. He advised Council Member Franklin to stay out of the Police Department.

Jerry Westholder shared his background and expertise in Human Resources and Police Chaplainry and advised he is not supportive of hiring Mr. Ratcliffe. He suggested considering internal staff for the job.

Seeing no further comments, the Mayor closed public comment.

Interim City Manager Clayton read updates to the proposed contract.

**Motion Peterson to table the item. Substitute Motion Franklin/Andrade to adopt Resolution 2018-101, confirming the appointment of Robert Ratcliffe to the position of Interim Police Chief, effective July 11, 2018, and approving an Interim Police Chief Agreement in connection therewith. Motion did not carry, 1-4, with Council Member Franklin being the only vote in favor.**

Council Member Welch explained that the Police Department is short on manpower at this time and knows the Interim Chief has asked for help administratively and that should be considered. He reminded all that only two positions report to the City Council. Those two positions are the City Manager and the City Attorney. All other Department Heads report to the City Manager. He requested all Council Members to respect that, if the City is to succeed.

Council Member Franklin addressed accusations made by Mr. Ellis in regard to her being asked not to go to the Police Department, her intimidating anyone, or being involved with other people and indicated they were wrong.

Interim City Manager Clayton responded to Council Member Welch's suggestion to get assistance administratively and advised that when she initially reached out to Human Resources for assistance in the Police Department it was for an Interim Police Captain while the current Captain is out on extended leave and the response she and there was nobody available at that level.

The Mayor recessed the regular meeting at 7:56 p.m. and reconvened at 8:08 p.m.

2. Resolution 2018-96, Approving Additional Funding in an Amount Not to Exceed \$40,000 for Building Safety Services for Fiscal Year 2018

Community Development Director Patty Nevins presented the Staff Report as contained in the Agenda packet.

Council Member Franklin asked if this is reimbursed by the applicants. Director Nevins confirmed it is a percentage of revenues from Building Permit applicants.

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

**Motion Franklin/Andrade to adopt Resolution 2018-96, approving additional funds for Building Safety Services performed during fiscal year 2018 in an amount not to exceed \$40,000 and authorizing the Interim Administrative Services Director to make the necessary budget adjustments. Motion carried 5-0.**

3. Resolution 2018-98, Authorizing the San Gorgonio Pass Water Agency, on behalf of the San Gorgonio Pass Groundwater Sustainability Agency, to file the Initial Notification of Intent to produce a single Groundwater Sustainability Plan for the San Gorgonio Pass Sub-Basin

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

The Mayor asked about voting and if everyone would have an equal vote since it is their grant money. Director Vela confirmed the voting structure would not be affected. The Mayor asked Director Vela how many hours per week he spends in Water meetings. Director Vela advised he spends approximately 6-10 hours per month, as the Water Division is part of the Public Works Department.

The Mayor opened the item for public comment.

David Ellis asked when the City would look at stream flows and the habitat within the stream flows. Director Vela advised this would not be covered under SGMA, but are covered in the Integrated Water Management Plan, which is coming up on the agenda.

Seeing no further comments, the Mayor closed public comment.

**Motion Welch/Andrade to adopt Resolution 2018-98:** 1) authorizing the San Gorgonio Pass Water Agency (SGPWA), on behalf of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA), to file the initial notification of intent to produce a Groundwater Sustainability Plan (GSP) with the Department of Water Resources (DWR). The entity who files this notification will be considered by the DWR to be the sole point of contact for the San Gorgonio Pass sub-basin ("Basin") for the duration of the GSP process; and 2) direct staff to work with other GSA's in the Basin to work as a group to produce a single GSP, as opposed to multiple GSP's for the Basin. Motion carried 5-0.

4. Resolution 2018-84 or 2018-100, Calling for the Placement of a General Fund Transfer from Electric on the November 6, 2018 Ballot by the City Council for a Proposed Ordinance Authorizing a Transfer from the City's Electric Fund to the General Fund in an Amount not to Exceed 7.5% of Gross Revenues for Three Years and 5.5% of Gross Revenues Thereafter, and Establish an Electric Utility Rate Freeze or a Rebate Program for a Period of Three Basin

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

There was discussion among the Council regarding the options and which option made the most sense.

The Mayor opened the item for public comment.

Ellen Carr feels like the City is using the Electric company as an ATM and expressed concern about what would happen if there was a catastrophe. She advised that if this is on the ballot, she will vote against the measure.

David Ellis believes there has been a problem for 20-30 years and asked why the City is seeking 7% of the gross instead of the net.

Jerry Westholder advised people are anxiously awaiting the Supreme Court's decision related to the People vs. City of Redding related to Prop. 218 and Prop. 26. He would like to know how much of the surplus in the Electric Company belongs to the ratepayer and what the City is doing to prepare for lawsuits against the City. He would like to see a rate reduction instead of a rate freeze.

Seeing no further comments, the Mayor closed public comment.

There was discussion among the Council related to the options and the recommendations.

**Motion Peterson/Andrade to adopt Resolution 2018-84 calling for the proposed Measure placed on the November 2018 ballot and submitted to the voters of the City at the general municipal election to be held on Tuesday, November 6, 2018 to authorize a transfer from the City's electric fund to the general fund in an approximate amount of 7.5% of gross revenues for three years and 5.5% of gross revenues thereafter, and establish an Electric Utility Rate Freeze for a period of three (3) years. Motion carried 5-0.**

#### DISCUSSION ITEMS

1. Options for Drafting Arguments in Support of Ballot Measures that Were Placed on the November 6, 2018 Ballot By the City Council, and Drafting Possible Rebuttals to Any Opposition Arguments to the Ballot Measures

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

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

Council Member Peterson advised the reason items will be on the ballot because there are constituents advising they are in favor and some against. As elected officials, they would like to put it out to the voters to decide, regardless of what a Council Member may feel as an individual.

There was discussion among the Council regarding the Ad Hoc committees preparing the arguments and bringing to the next meeting.

The City Attorney advised public funds would not be used for any time spent on preparing arguments.

**There was a consensus of the Council that Staff bring back the arguments in support of the ballot measures to the July 24<sup>th</sup> City Council Meeting.**

2. Police Department Recruitment and Retention Program

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

Mayor Moyer asked Interim Chief Fisher if these recommendations would help. Interim Chief Fisher advised that he reviewed the staff report and believes that if the City paid the employee portion of PERS and raising the top step of the salary range would be better. The Mayor suggested the Interim City Manager work with the Interim Police Chief and come up with a recommendation.

The Mayor opened the item for public comment.

Jerry Westholder believes the biggest cost to the City is hiring new people. He recommended a retention program, hiring straight from the Academy, and offering a signing bonus to laterals only.

Seeing no further comments, the Mayor closed public comment.

**There was a consensus of the Council that the Interim City Manager and Interim Police Chief bring a recommendation to the July 24<sup>th</sup> Meeting.**

The Mayor recessed the Regular meeting and called to order a regular meeting of the Banning Utility Authority

Board Members Present: Andrade, Franklin, Peterson, Welch, and Chairman Moyer

**REPORTS**

**REPORTS OF OFFICERS**

1. Resolution 2018-10 UA, Adopting the 2018 Integrated Master Plan

Public Works Director Art Vela presented the Staff Report as contained in the Agenda packet along with a PowerPoint Presentation (see Exhibit "D").

Board Member Franklin asked if this will help the City do what it needs to do in a timely fashion. Director Vela confirmed.

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

**Motion Franklin/Peterson to adopt Resolution 2018-10 UA, adopting the 2018 Integrated Master Plan. Motion carried 5-0.**

2. Resolution 2018-14 UA, Approving a Renewal of the Professional Services Agreement (PSA) with Babcock Laboratories, Inc. for Laboratory Analytical Testing Services

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

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

**Motion Franklin/Peterson to adopt Resolution 2018-14 UA: 1) approving a renewal of the PSA with Babcock Laboratories, Inc. of Riverside, California, in the amount of \$60,000 for laboratory analytical testing services for Fiscal Year 2018/2019; 2) authorizing the City Manager or her designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for laboratory analytical testing services; and 3) Authorizing the City Manager to execute the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, CA for laboratory analytical testing services. Motion carried 5-0.**

The Mayor adjourned the Banning Utility Authority meeting and reconvened the regular meeting.

#### ADDED ITEM

Council Member Franklin requested the Council approve an Amendment to Fiscal Year 19 Interior Minibus Appropriations Package scheduled to be heard on the floor this week. There is no cost to the City, it would just authorize the City to provide part of the wording for the Amendment, which needs to be submitted by 10:00 a.m. on July 11, 2018.

Mayor Moyer advised that the wording would be "None of the funds made available in this Act shall be used to include in-stream flow conditions for portions of a water conveyance flume covered by an existing right of way granted by the Federal Government for a Special Use Permit Application with the United States Forest Service for the application to cover conveyance system currently operated under the Federal Energy Regulatory Commissions San Gorgonio Hydroelectric Project Permit 344-023."

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

**Motion Franklin/Andrade to approve the wording for an Amendment to Fiscal Year 19 Interior Minibus Appropriations Package scheduled to be heard on the floor this week. Motion carried 5-0.**

#### ITEMS FOR FUTURE AGENDAS

Council Member Peterson would like to know the amount of code enforcement fees waived in the last year.

Council Member Franklin would like a contingency plan for residents to have a place to go in an emergency situation.

ADJOURNMENT

By common consent the meeting was adjourned at 9:27 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=7Khv49qjNWEj> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

**Exhibit “A”**

**to the July 10, 2018, Regular Meeting Minutes**



# New Employee's



# Administrative Services

# WELCOME

## Lisa Denson



Established 1913

BANNING, CA

STAGECOACH TOWN USA

Proud History • Prosperous Tomorrow



Accounting Specialist  
Administrative Services



Established 1913

BANNING, CA

STAGECOACH TOWN USA

Proud History • Prosperous Tomorrow

## Public Works

# WELCOME

## Edith Garcia



Office Specialist  
Public Works / Engineering



# WELCOME

## Tammi Phillips



Management Analyst  
Water / Wastewater

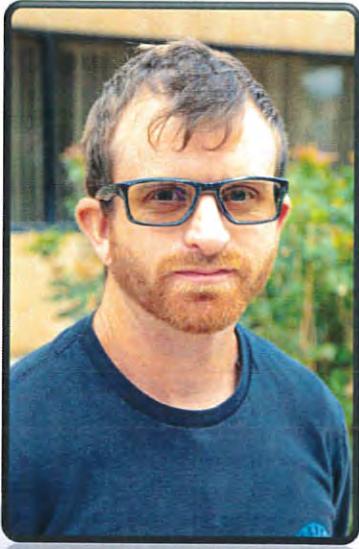


# WELCOME

## Christopher Trembly



Water Services Worker  
Water / Wastewater



# WELCOME

## Austin King



Water Services Worker  
Water / Wastewater

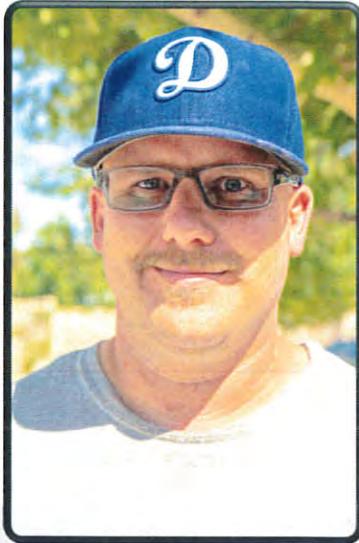


# WELCOME

## Travis Gates



Water Services Worker  
Water / Wastewater



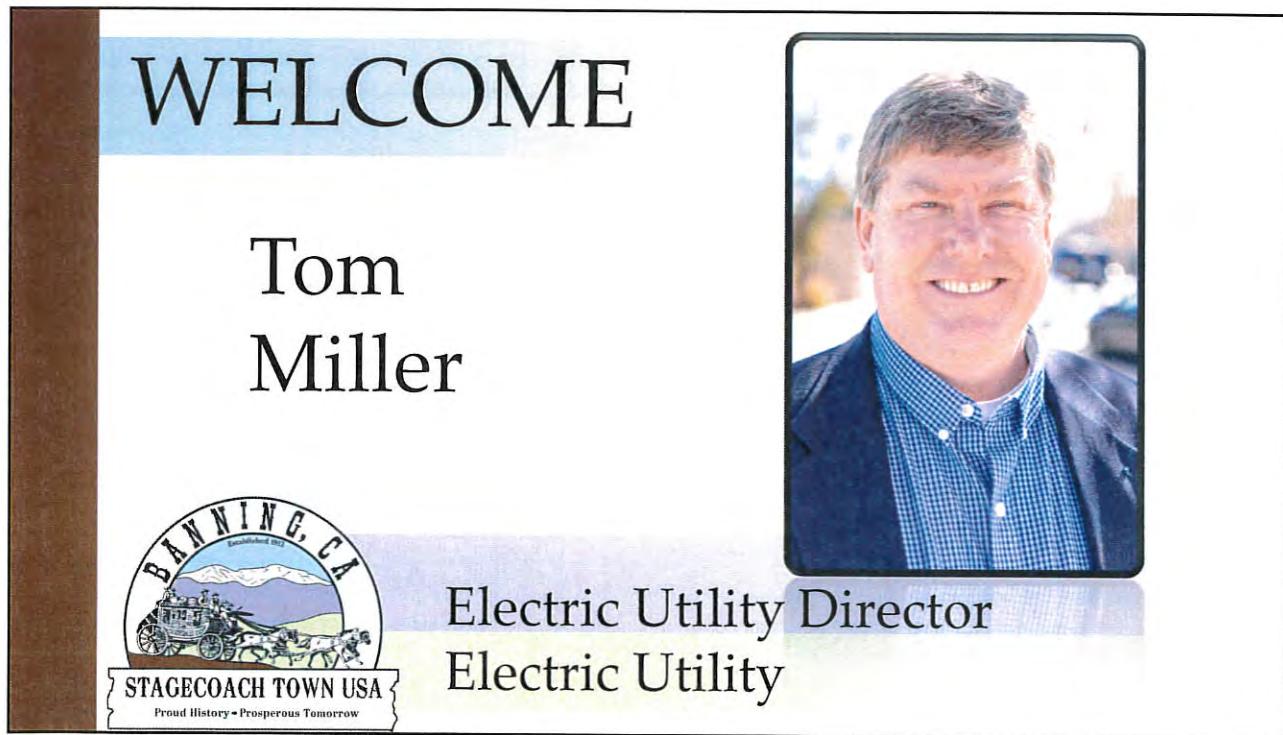
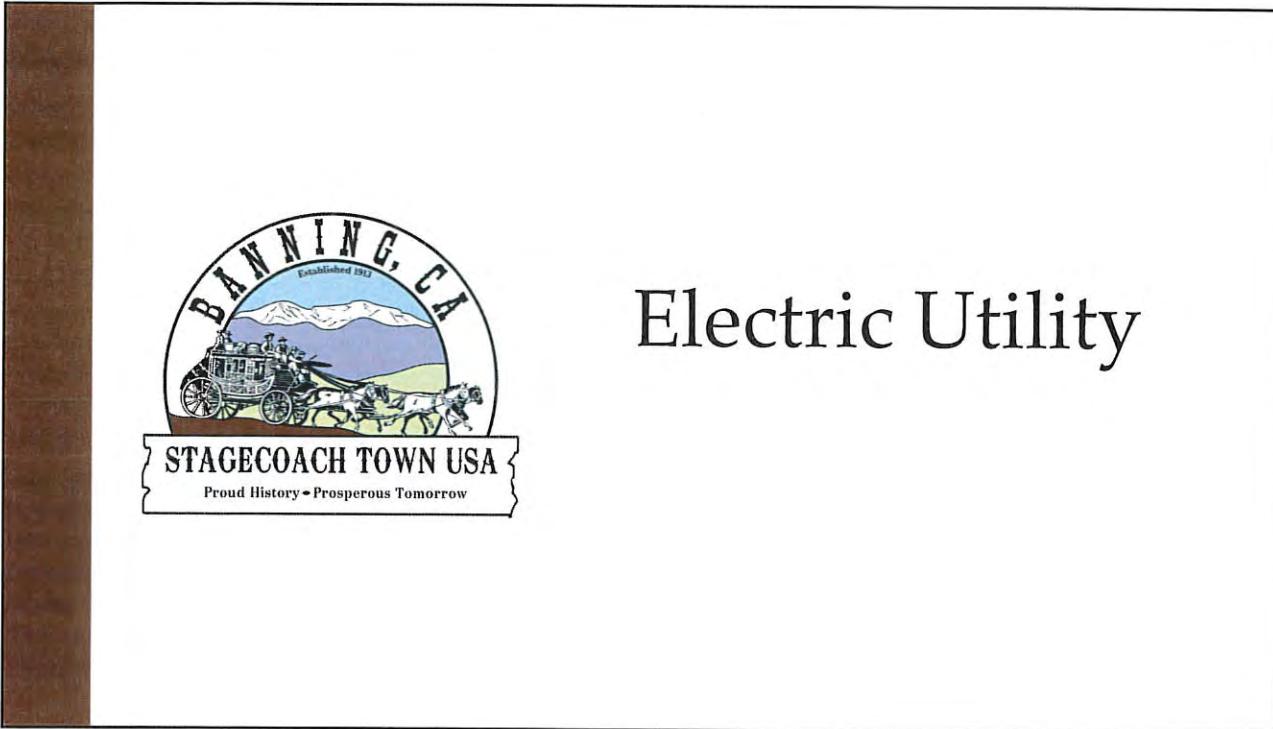
# WELCOME

## Frank Chesonis



Fleet Manager  
Fleet





# WELCOME

## Cathy Pardus



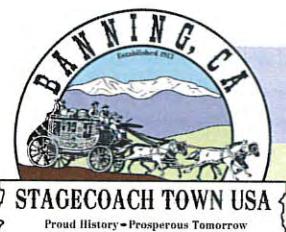
Office Specialist  
Electric Utility



## Police

# WELCOME

## Rene Munoz



Established 1873  
STAGECOACH TOWN USA  
Proud History • Prosperous Tomorrow

Police Officer  
Police



# WELCOME

## Miguel Macias-Loera



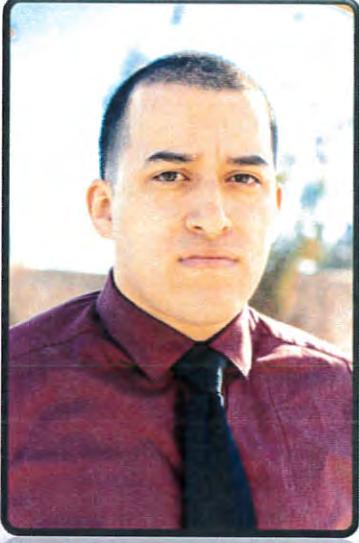
Established 1873  
STAGECOACH TOWN USA  
Proud History • Prosperous Tomorrow

Police Officer  
Police



# WELCOME

Francisco  
Nieto



Police Officer  
Police



# WELCOME

Gabriela  
Sanchez



Public Safety Dispatcher  
Police

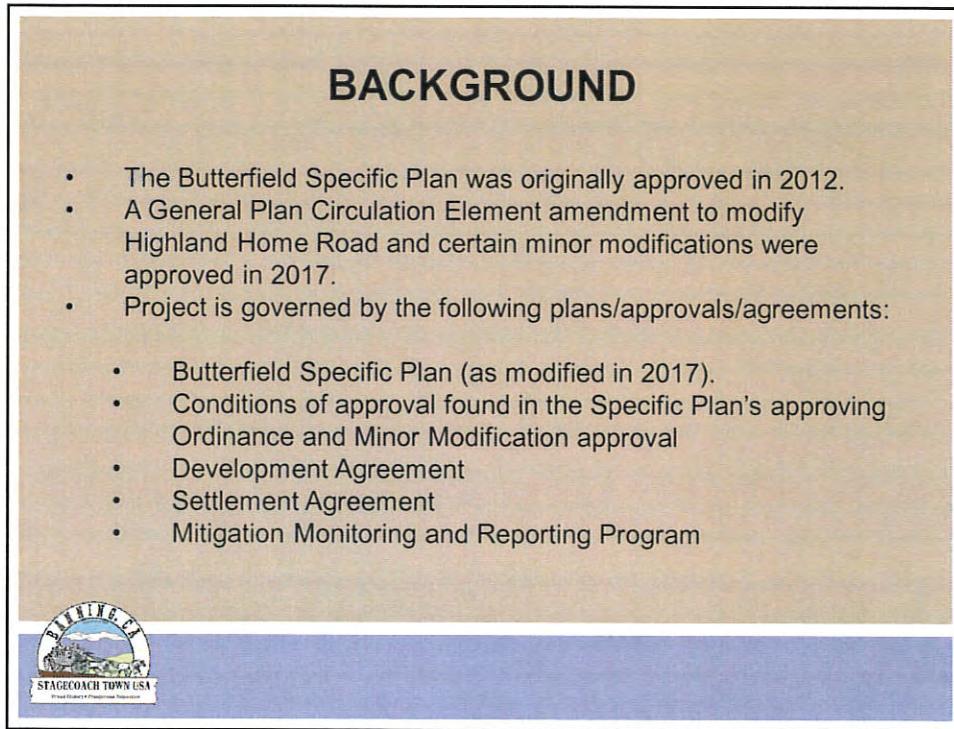


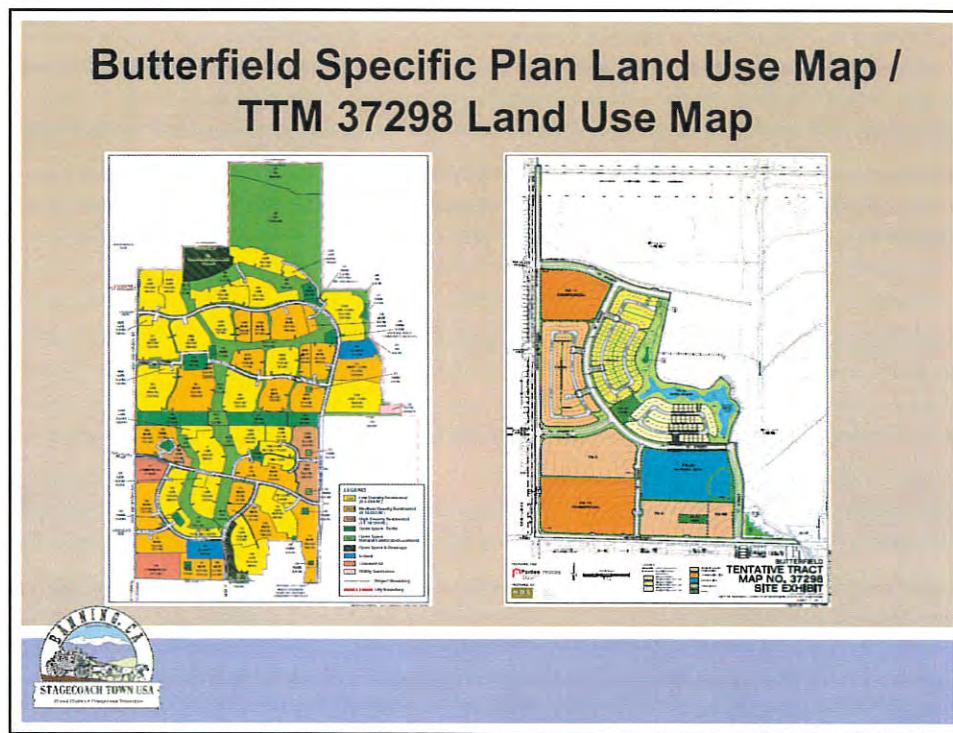
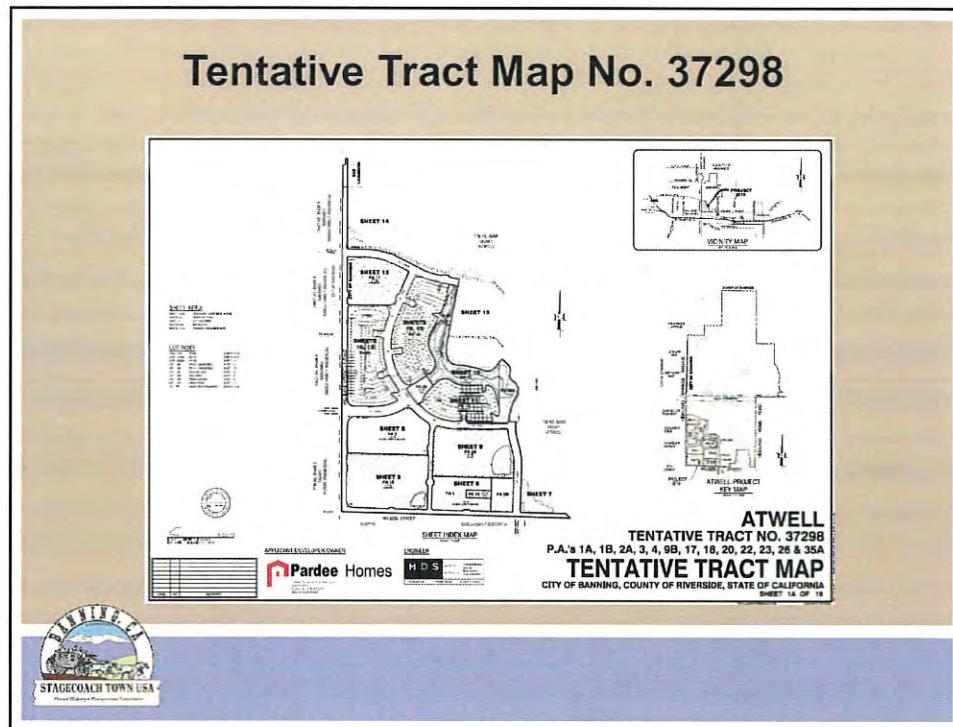




**Exhibit “B”**

**to the July 10, 2018, Regular Meeting Minutes**



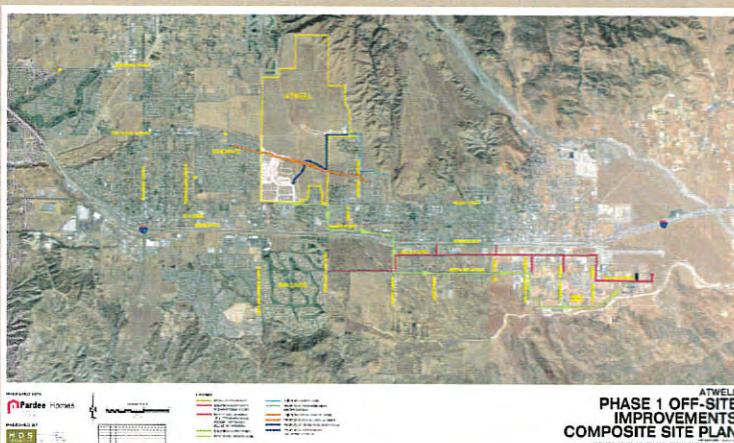


## Butterfield Specific Plan Residential Development Standards

	Approved SP	Proposed TTM	Difference
<b>PA 1A # units</b>	88	87	-1
<b>PA 1A acreage</b>	17	19.39	+15%
<b>PA 1A density</b>	0-5 du/ac	4.5 du/ac	within approved range
<b>Min. Lot Size</b>	5,000 sq.ft.	5,829 sq.ft.	exceeds requirements
<b>PA 1B # units</b>	52	57	+5
<b>PA 1B acreage</b>	11.4	12.77	+12%
<b>PA 1B density</b>	0-10 du/ac	4.5 du/ac	within approved range
<b>Min Lot Size</b>	5,000 sq.ft.	5,829 sq.ft.	exceeds requirements
<b>PA 2A # units</b>	125	120	-5
<b>PA 2A acreage</b>	20.40	20.38	less than 1%
<b>PA 2A density</b>	0-10 du/ac	5.9 du/ac	within approved range
<b>Min. Lot Size</b>	3,400 sq.ft.	4,500 sq.ft.	exceeds requirements



## Infrastructure Planning





## Next Steps / Future Approvals

Grading Permits: Approved by Public Works

Phasing Plan: Development timing for TTM and associated improvements to be approved by Public Works and Community Development prior to Final Map

Final Maps: Approved by City Council

Design Review: Approved by Planning Commission for commercial, residential, and open space areas.



**Exhibit “C”**

**to the July 10, 2018, Regular Meeting Minutes**

Rec'd 7/10/2018 (S)

July 10, 2018 Regular City Council Meeting - Exhibit "C"

To: Banning City Council

July 7, 2018

On Saturday I read an article in the Banning Informer that lays out in detail terrible decision making process of this Retired Lieutenant Robert Ratcliff that the Interim City Manager is recommending for the position of Interim Police Chief.

It baffles me on how you people run this city. You have gone through interim after interim as City manager and now it starts with interim Chief. No wonder no permanent candidates can be found with your record of decisions in the past. Someone would have to be a glutton for punishment to work here.

Those that do apply would show a lack of judgment. Too bad we don't have interim council members so we could dump you at any questionable decision.

When I moved here Chief Diaz was severing a duel role as Chief and Interim City Manager. That seemed to me to be a slight conflict of interest in doing away with designed checks and balance in the city's operation, but it appeared to be working well so I let it go. I assumed it was a cost savings effort to bring an existing employee that was already on the payroll to fill the vacancy. While he took on the duties of City Manager he relied on his 2 Lieutenants to pick up the slack. Well, Diaz must have seen the writing on the walls and took the first advantage to get out of here before it could damage the rest of his career. When he left that created two vacancies, Chief and City Manager to which you responded with the appointment of elevating two existing employees to those positions. It makes since they were doing an excellent job in the position they were hired for so why not temporally promote them to that position. You have to realize that with the promotions come a learning curve and you have to give the employee the benefit of the doubt and guide them through the process. Giving them the boot just because they might ruffle some feathers is not the answer; any HR minded person would know that. You have to stand by your decision and at least give them the chance.

Now I do not personally know either of these interims, nor the candidate for chief, or any of you for that matter, but I can only form my opinions on decisions that are made and so far it looks pretty grim in my eyes. Now it appears that you are on the verge of another blunder.

After reading this very disturbing article about Robert Ratcliff and how his decision to hire a sexual deviate as a police officer, not once but twice, the second time with the Fontana School District and then put him in charge of an at risk teen program resulting in a cost to the district of 8.8 million dollars and rising for sexual assaults because that officer did it again. Which means that there is still some possible litigation out there, and

now we are looking at hiring him as our interim Chief, on a recommendation from our interim city manager? WHAT THE HELL ARE YOU THINKING! What am I missing?

Now I am sure that Mr. Ratcliff has all kinds of explanations as to how this occurred but as a retired officer myself (30 years) I would find it quite a stretch to justify these blunders, not only once but twice.

Please explain to me the logic of this: You have a Loyal Police Lieutenant employee willing to step up to the plate and fill some pretty big duties as Chief. He has been taking on some of those duties already with the existing Chief serving double duty. His work ethic and history are known, the department and union have no complaints about his appointment and he is an active and current post certified officer. He knows the city and its problems. It's a cost savings for the city. OR, bring in an unknown retired Lieutenant with documented questionable decision making skills, taking on a new employee at top step Chief's pay plus expenses. He will have an uphill battle to be accepted by the work force and built in hurdles to overcome, when you know he will sooner or later be replaced. He probably does not have a current POST Certificate which means part of his time will be spent getting recertified. The man has baggage that needs to be researched before any appointment is considered.

If the council approves this appointment tonight without consideration of the published article it will not only show that your decision making process is flawed but your intelligence will also be in question. This city does not need to take on this unnecessary liability and cannot afford to take this risk. Obviously the only research the Interim City Manager did on this candidate was read the proclamation letter the Fontana City Council gave him when he retired, and we all know how much weight that holds. Maybe you are looking at the wrong interim to replace, but remember she has a learning curve also. You made the decision to place them in those positions, and IF they are struggling to keep their heads above water, you throw them a life line not a box of rocks. Some of your decisions simple defy logic and commonsense.

What happened to the statement that Mayor Moyer made to the Police Union that the City has no intention of replacing an interim Chief with another Interim Chief I guess the wind is blowing from another direction now?

WAKE UP and get a backbone,

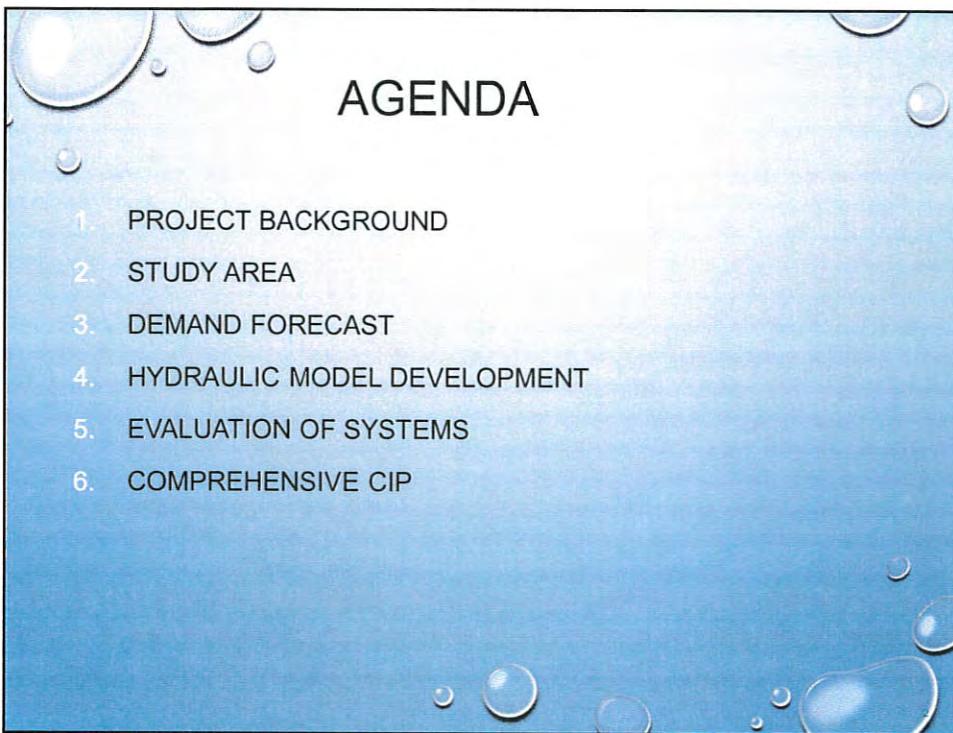
John Hagen, Ret Sgt SBSD

Banning resident.



**Exhibit “D”**

**to the July 10, 2018, Regular Meeting Minutes**



## 1. Project Background

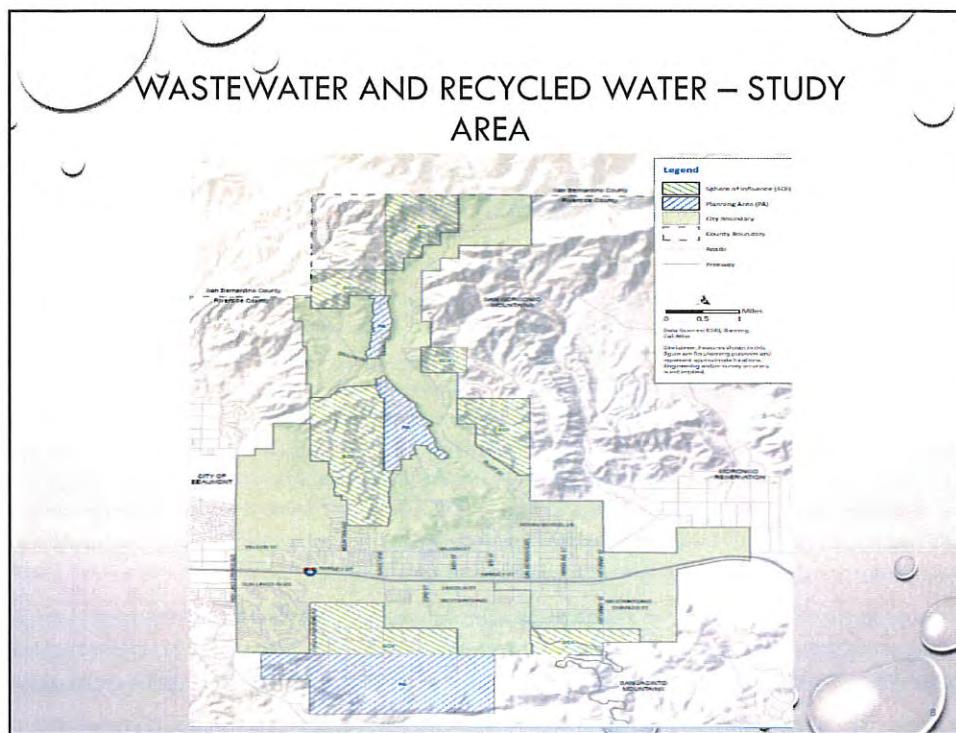
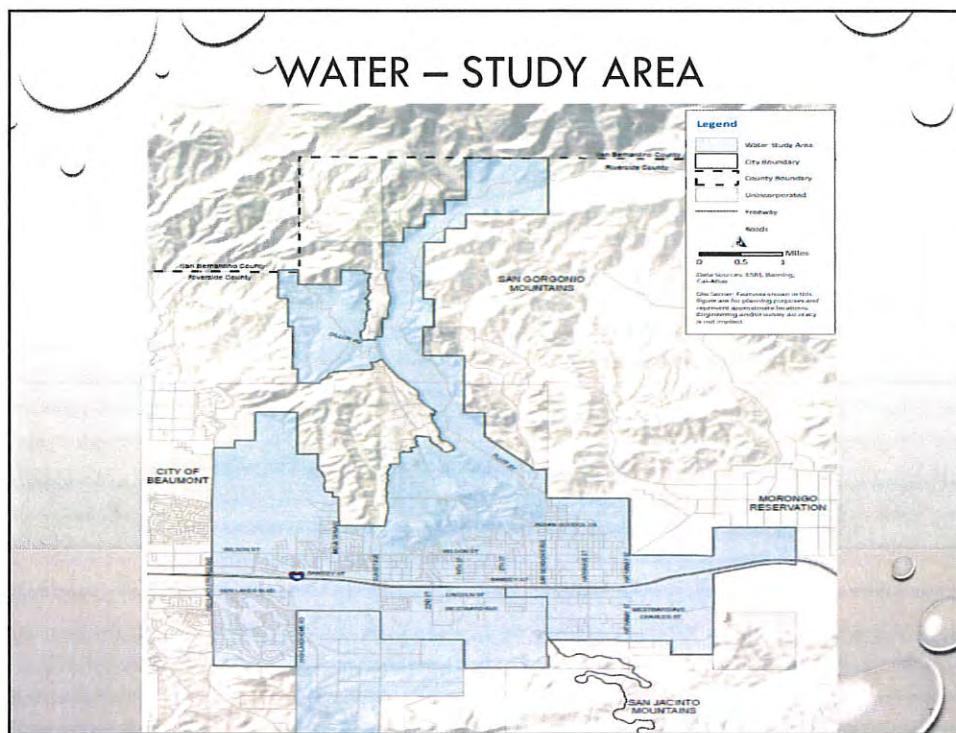
### PROJECT BACKGROUND AND DRIVERS

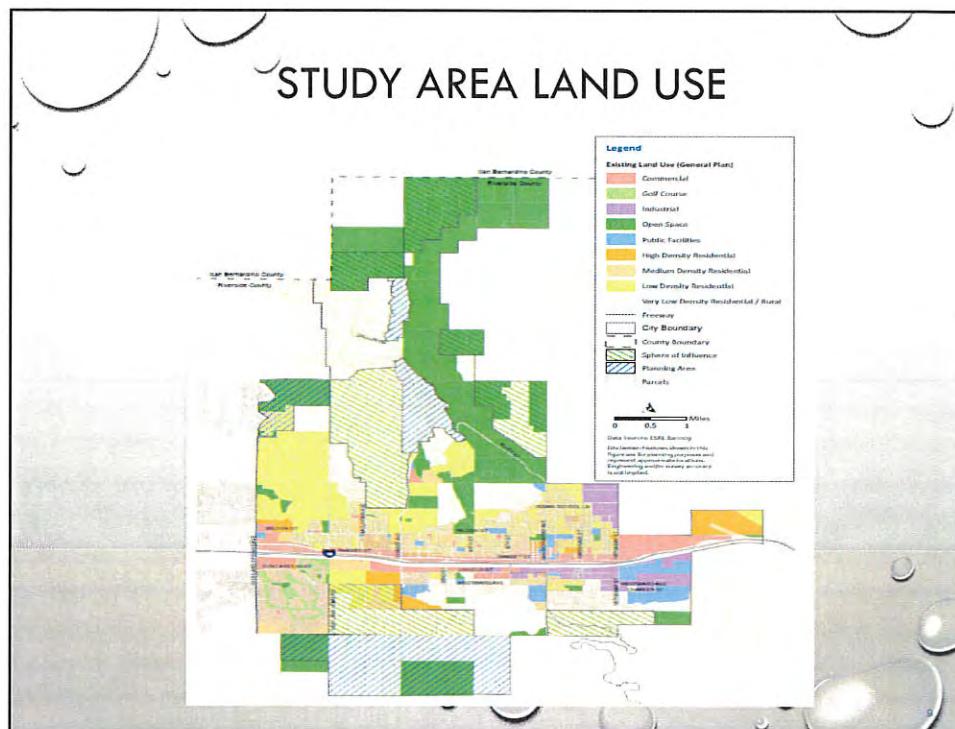
- LAST FULL MASTER PLAN DEVELOPMENT OCCURRED IN 1994
  - FOCUSED UPDATES IN 2006
- SIGNIFICANT CHANGES IN WATER DEMANDS AND WASTEWATER FLOWS DUE TO WATER CONSERVATION
- ECONOMIC DOWNTURN HAS ENDED AND NEW DEVELOPMENTS ARE STARTING AGAIN
- NEED FOR A COMPREHENSIVE CIP TO ESTABLISH RATES AND IMPACT FEES TO FUND INFRASTRUCTURE NEEDS
- UPDATE POTABLE WATER AND RECYCLED WATER DEMAND, AND WASTEWATER FLOW FORECASTS THROUGH YEAR 2040.

## PROJECT GOALS & OBJECTIVES

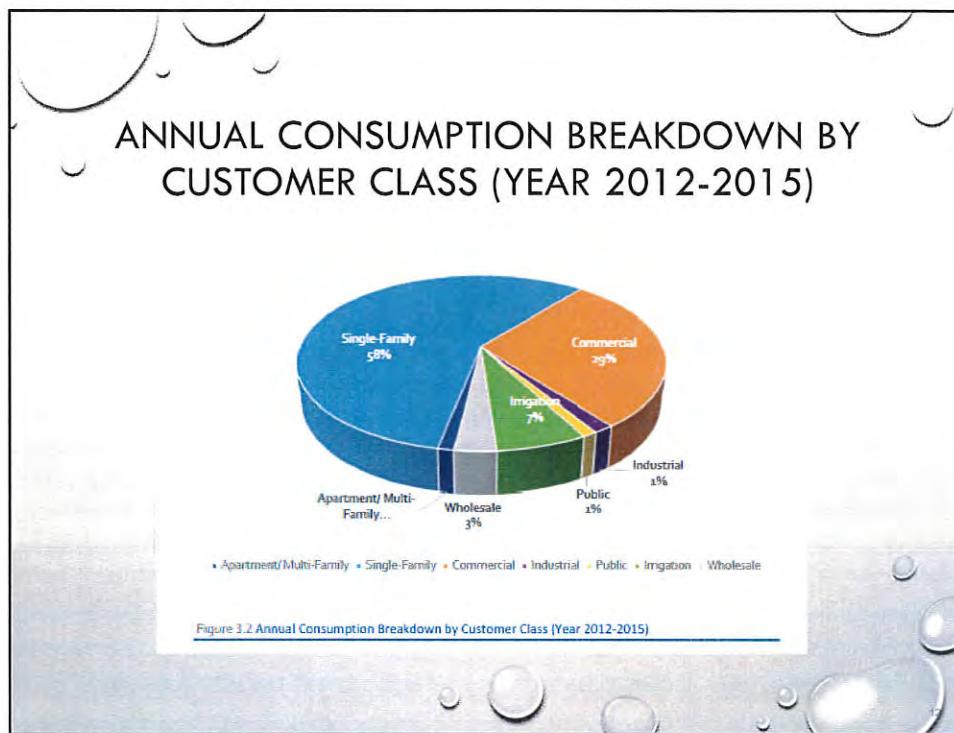
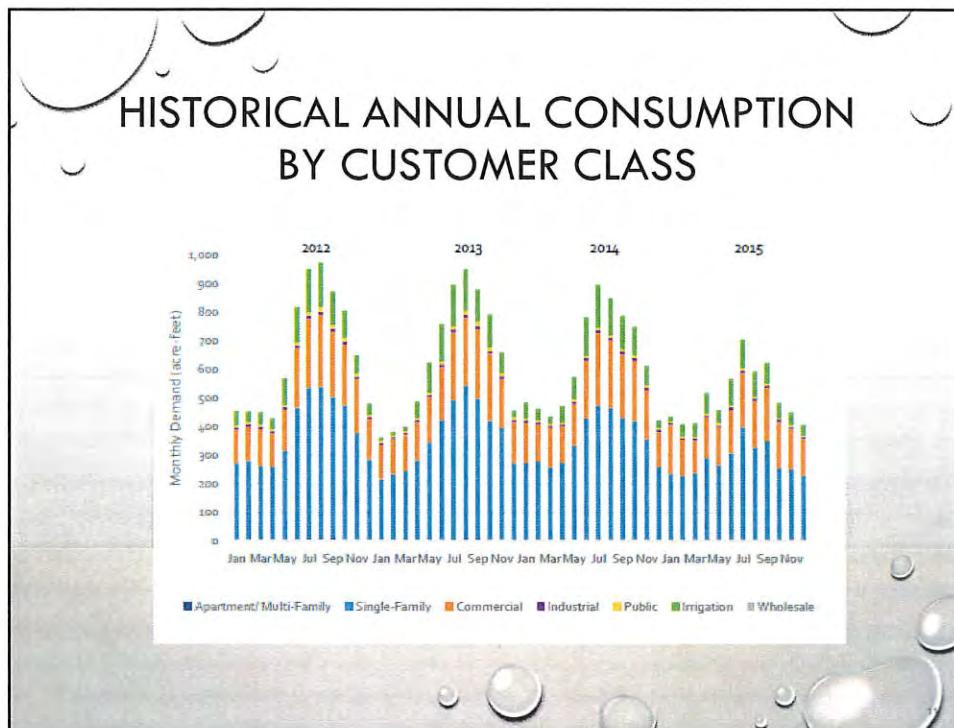
- IDENTIFY EXISTING, NEAR-TERM, LONG-TERM, AND BUILD-OUT WATER DEMANDS AND WASTEWATER FLOWS.
- IDENTIFY SYSTEM DEFICIENCIES AND REQUIRED IMPROVEMENTS UNDER CURRENT AND FUTURE CONDITIONS.
- IDENTIFY NECESSARY RECYCLED WATER SYSTEM FACILITIES.
- DEVELOP A SINGLE PLAN THAT ACCOUNTS FOR THE RELATIONSHIP BETWEEN THE THREE SYSTEMS

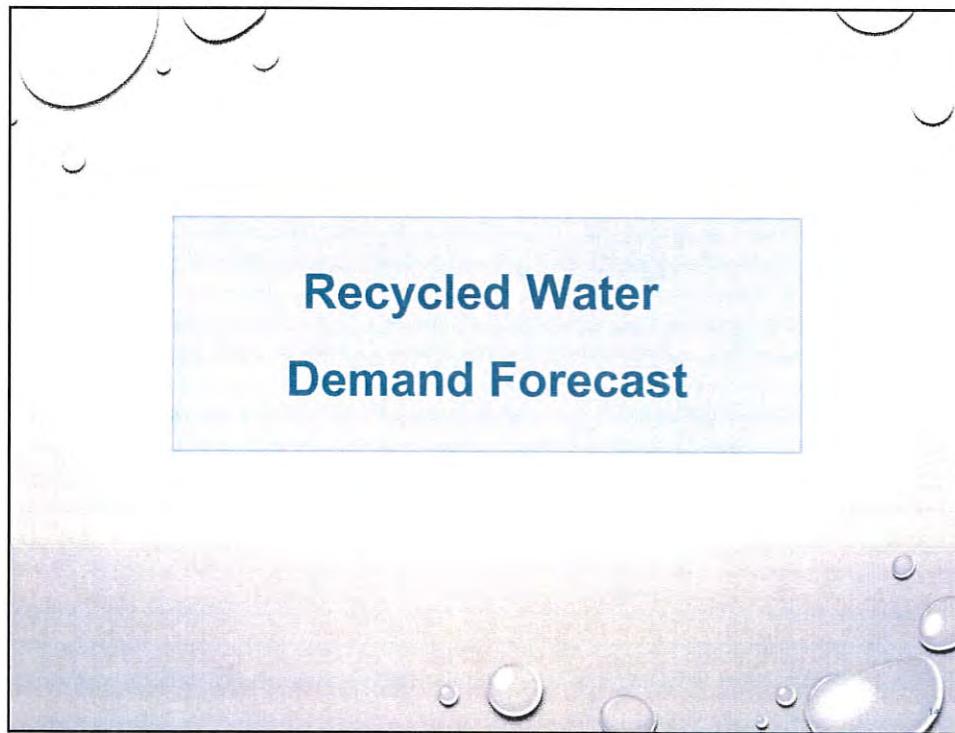
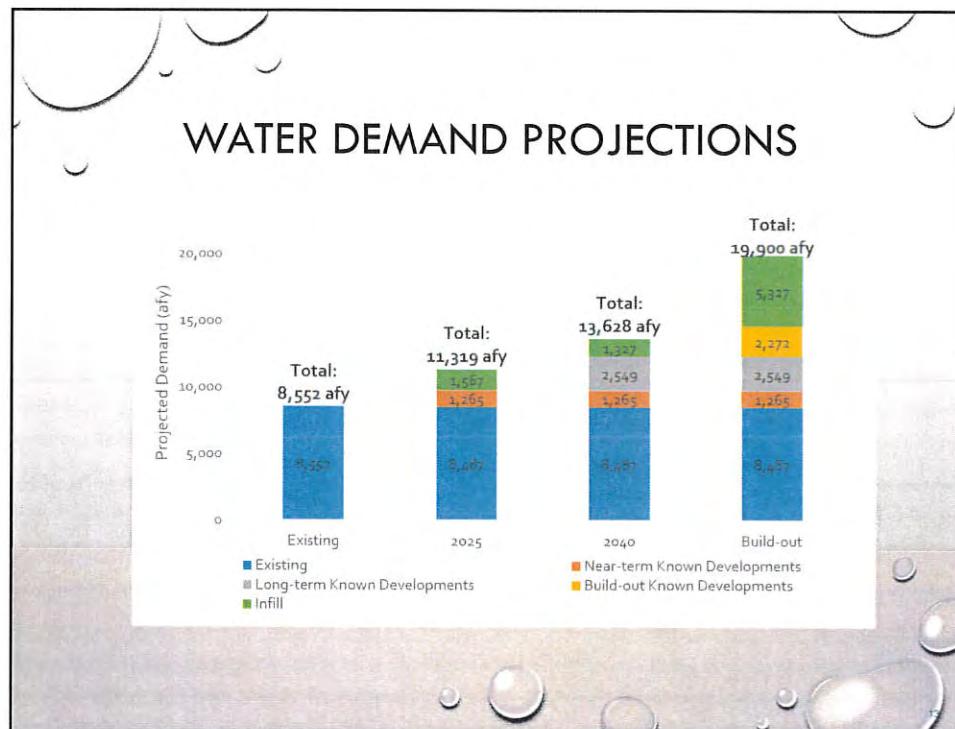
## 2. Study Area

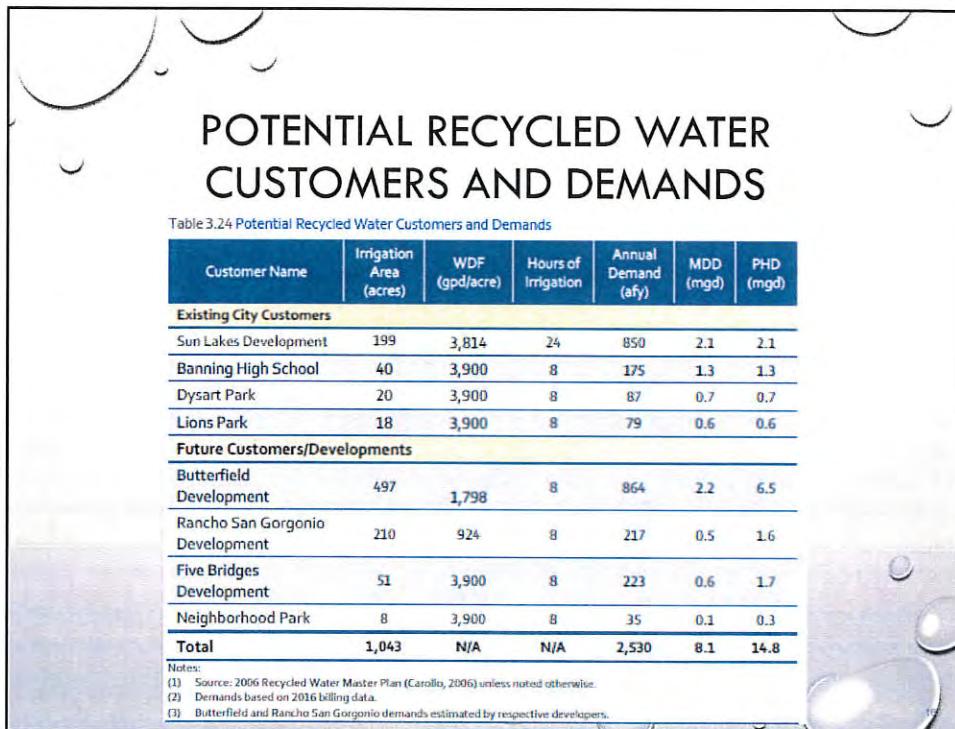
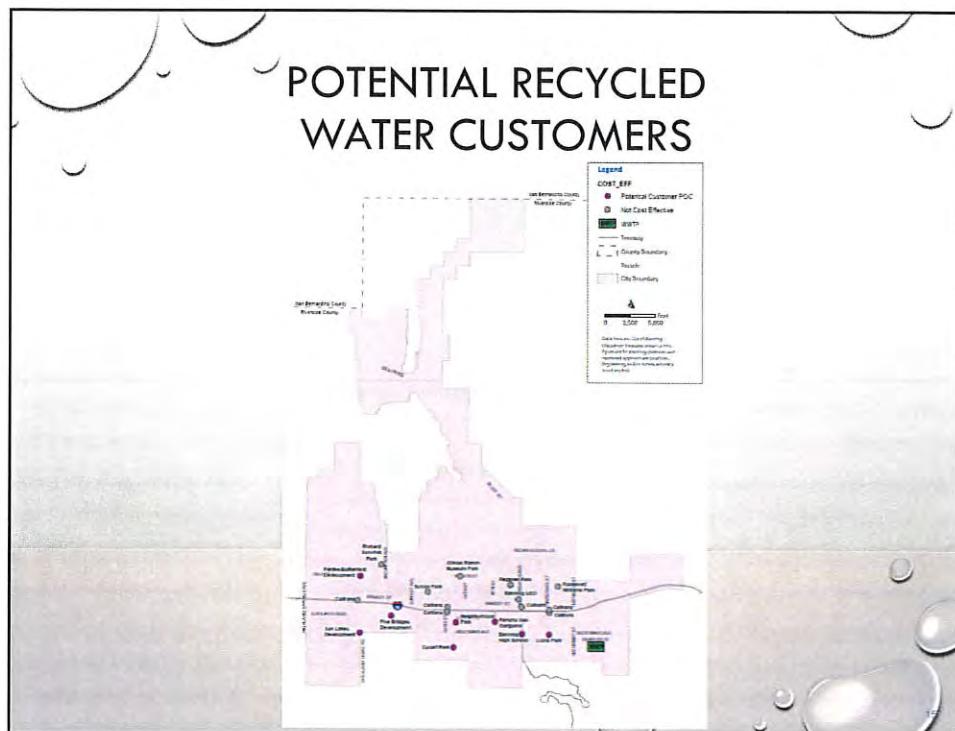


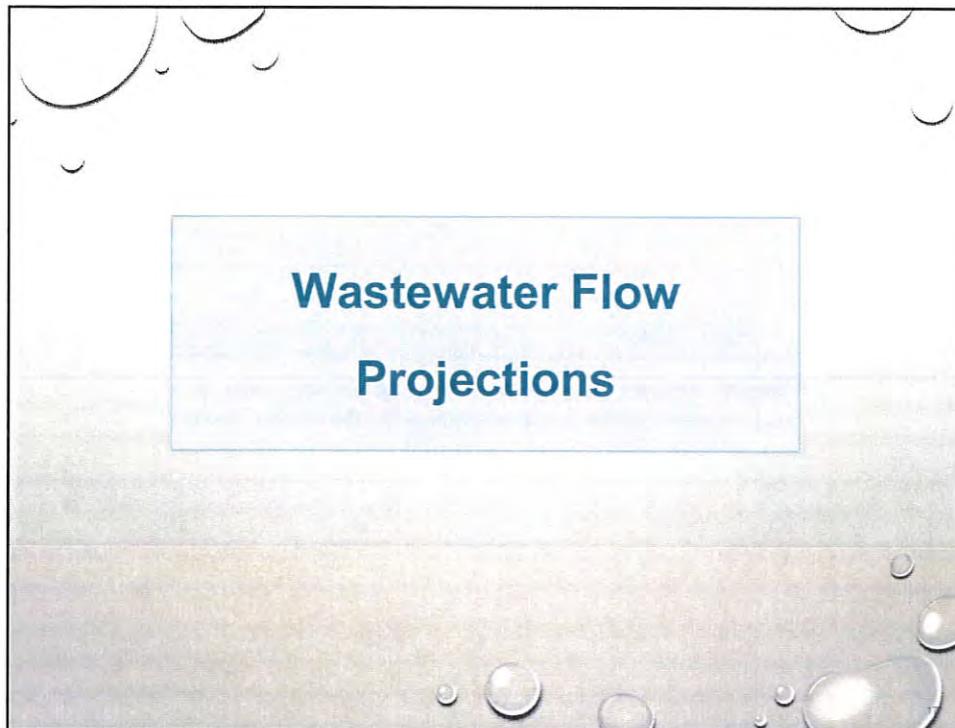


### 3. Water Demands and Wastewater Flow Forecast









The image shows a table titled "WASTEWATER FLOW PROJECTIONS" in a black sans-serif font, centered at the top of the slide. Below the title is a caption "Table ES.4 Flow Projections". The table has a light blue header row with black borders. The data rows are white with black borders. The table includes a "Notes" section at the bottom with two items: "(a) ADWF = Average Dry Weather Flow." and "(c) PWWF = Peak Wet Weather Flow and is based on a-hour interval." A note at the bottom states: "As shown in Table ES.4, the City's ADWF is projected to increase to 2.8 mgd by year 2020 and to 4.29 mgd by year 2040." The slide features decorative white cloud-like shapes in the corners and small white circles resembling bubbles along the bottom edge.

Flow Condition	ADWF (mgd)	PWWF (mgd)	PWWF Peaking Factor
Existing	2.01	13.8	6.87
Near Term (2025)	2.80	15.2	5.43
Long Term (2040)	4.29	17.5	4.08
Buildout	6.35	22.2	3.50

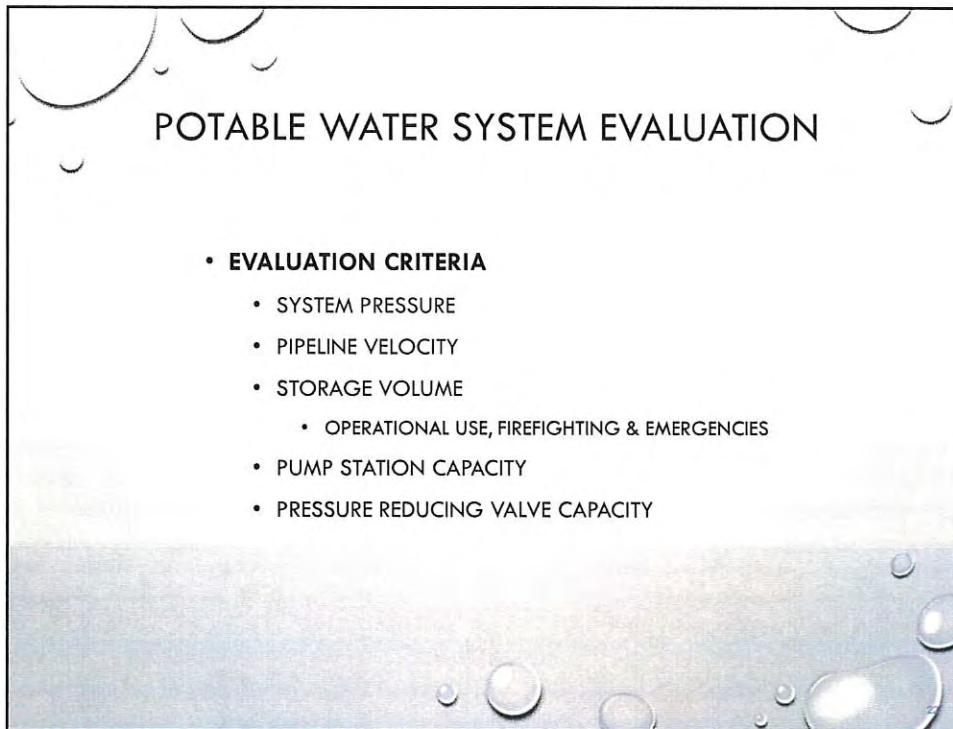
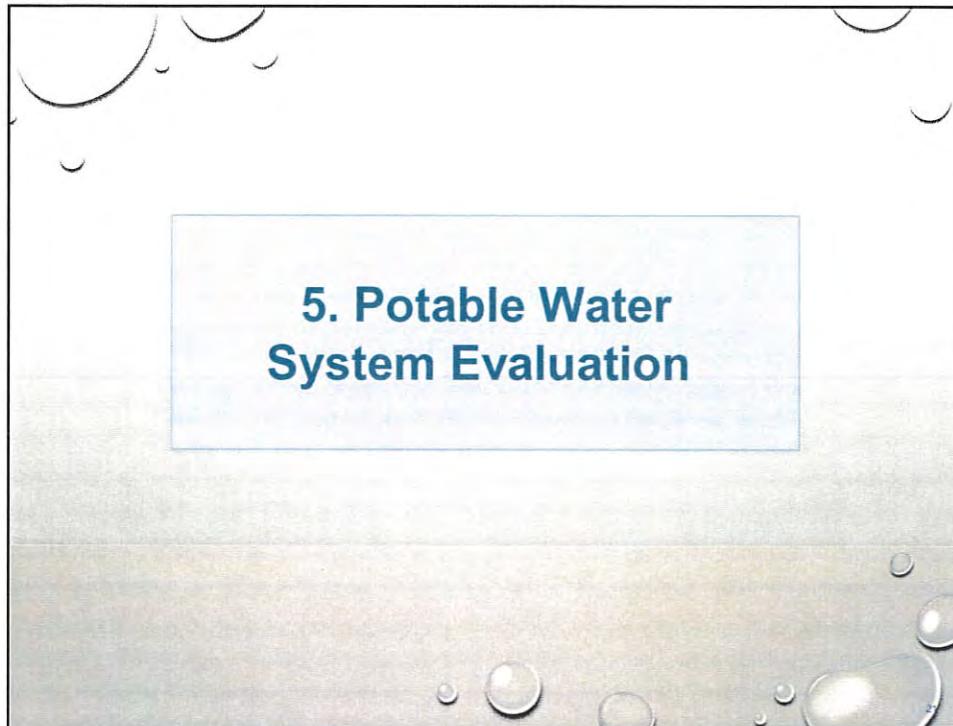
Notes:  
(a) ADWF = Average Dry Weather Flow.  
(c) PWWF = Peak Wet Weather Flow and is based on a-hour interval.

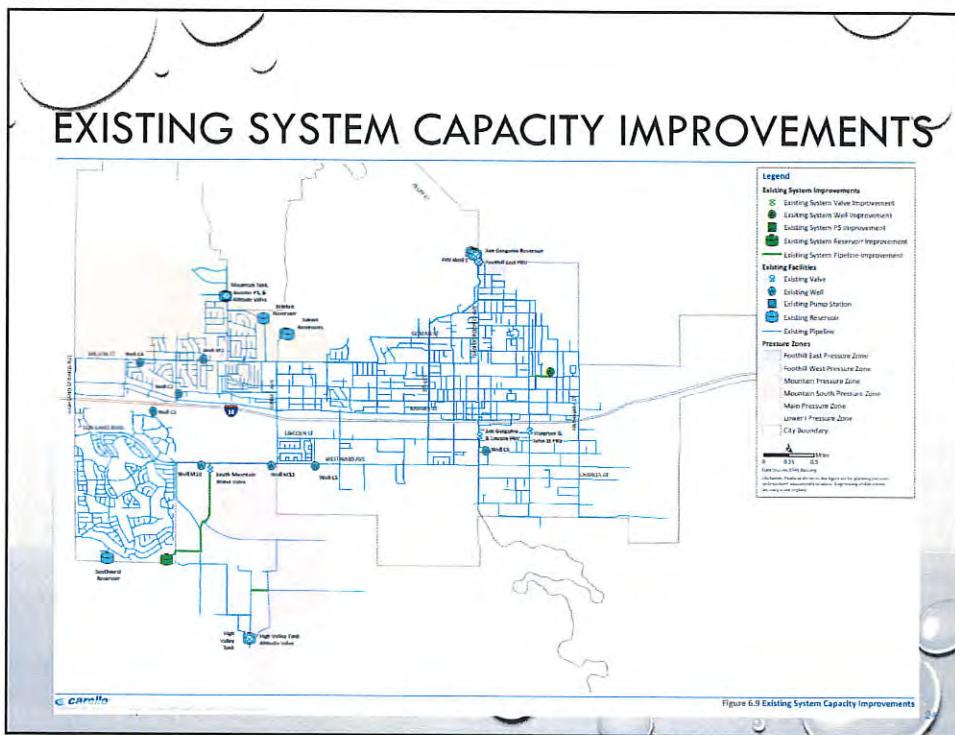
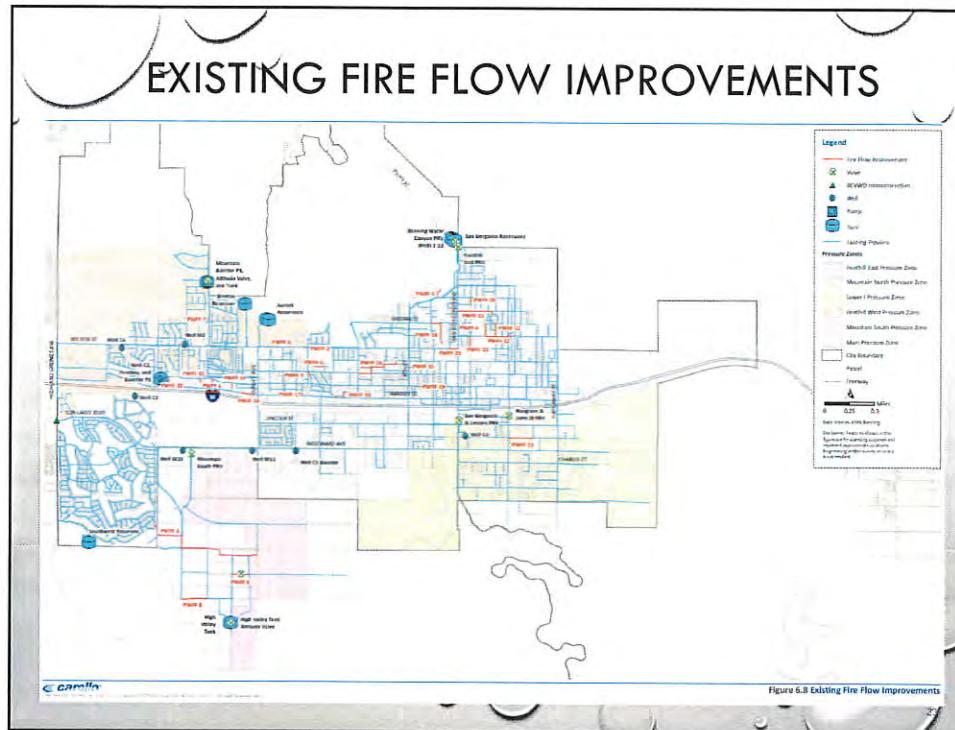
As shown in Table ES.4, the City's ADWF is projected to increase to 2.8 mgd by year 2020 and to 4.29 mgd by year 2040.

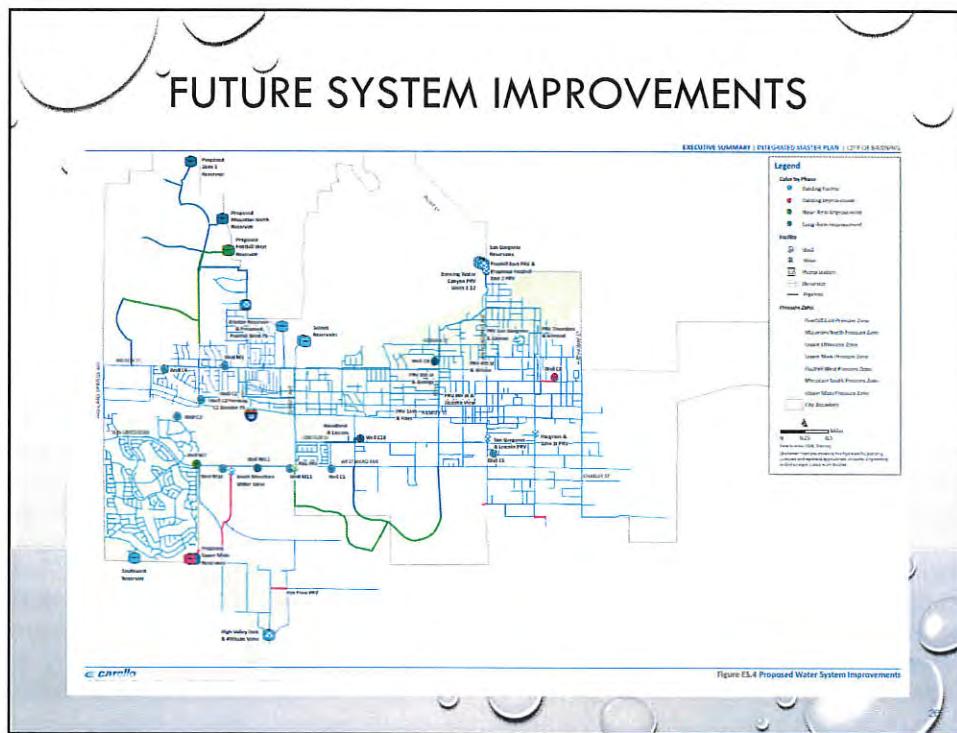
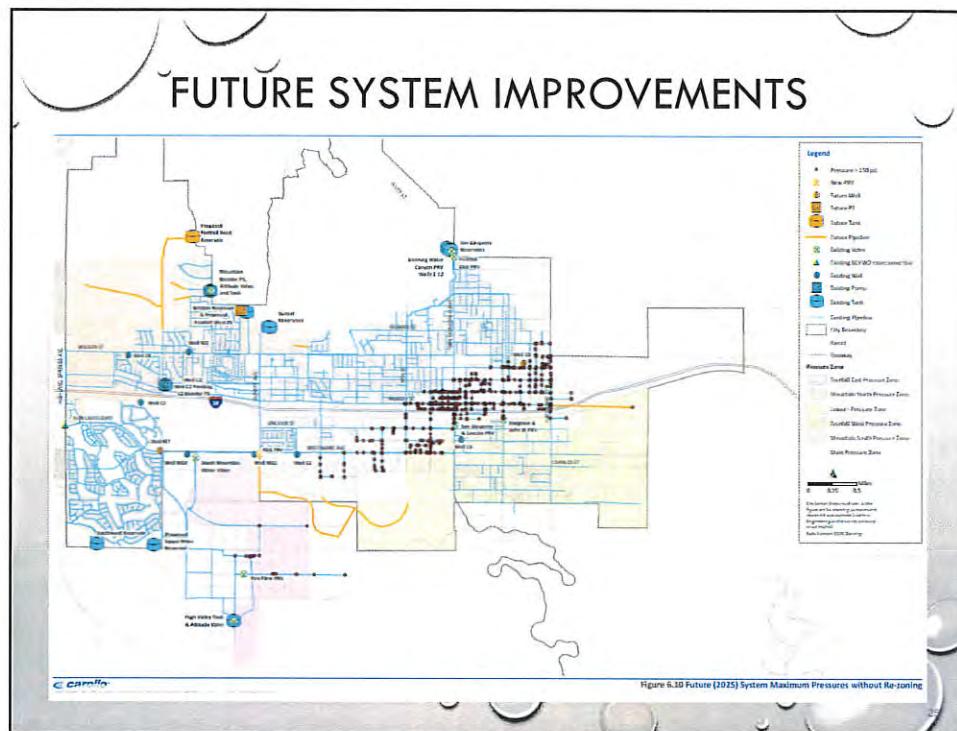
## 4. Hydraulic Model Development

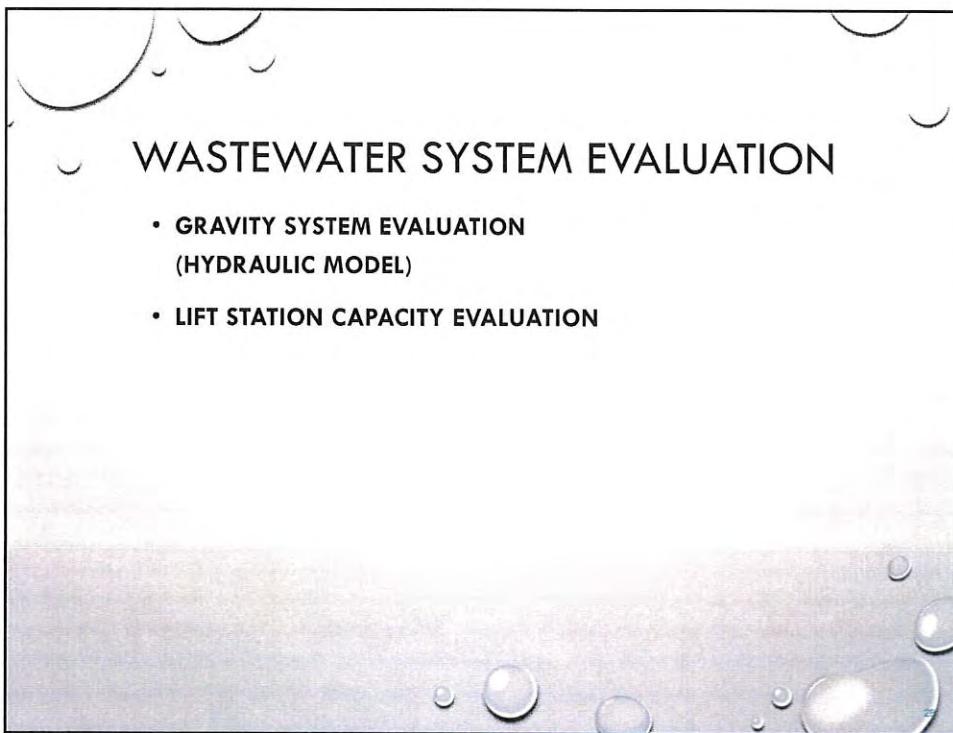
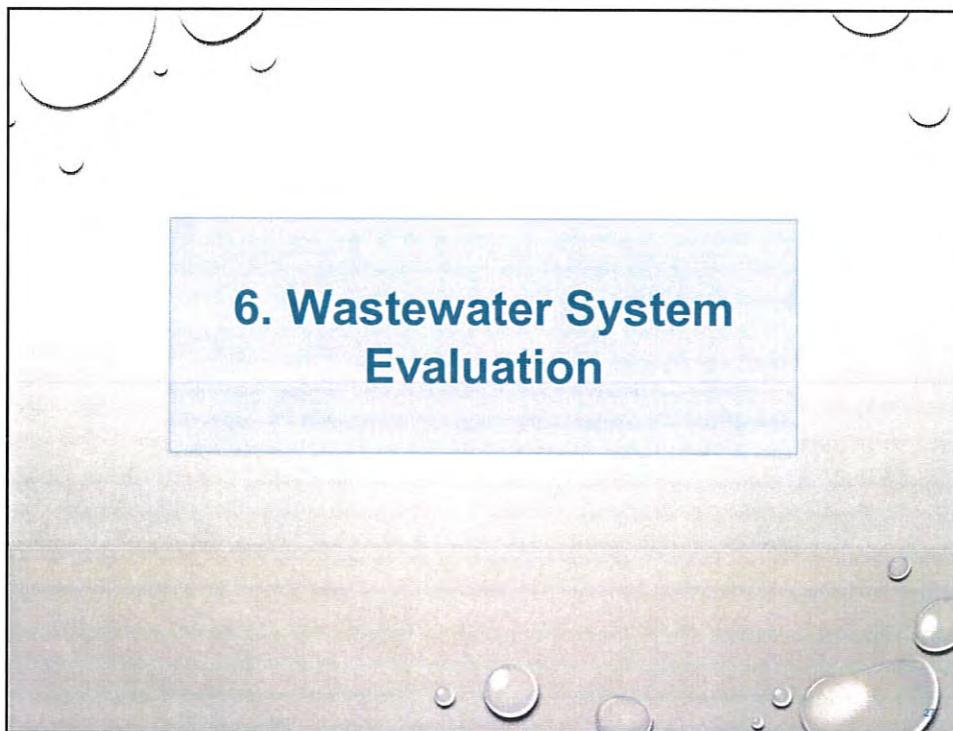
### HYDRAULIC MODELING

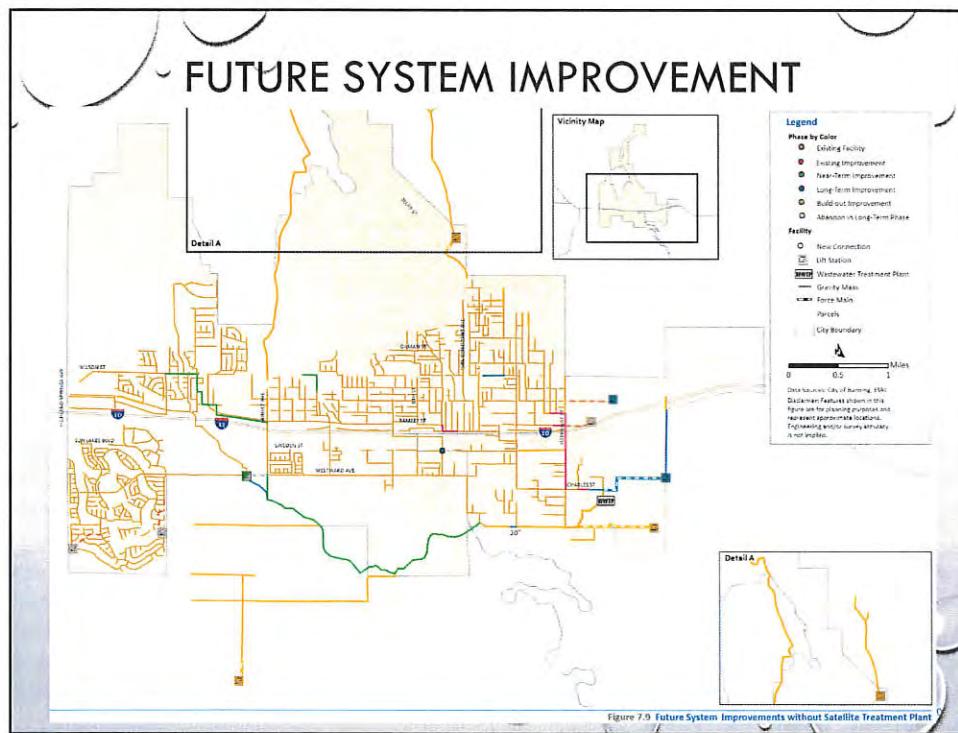
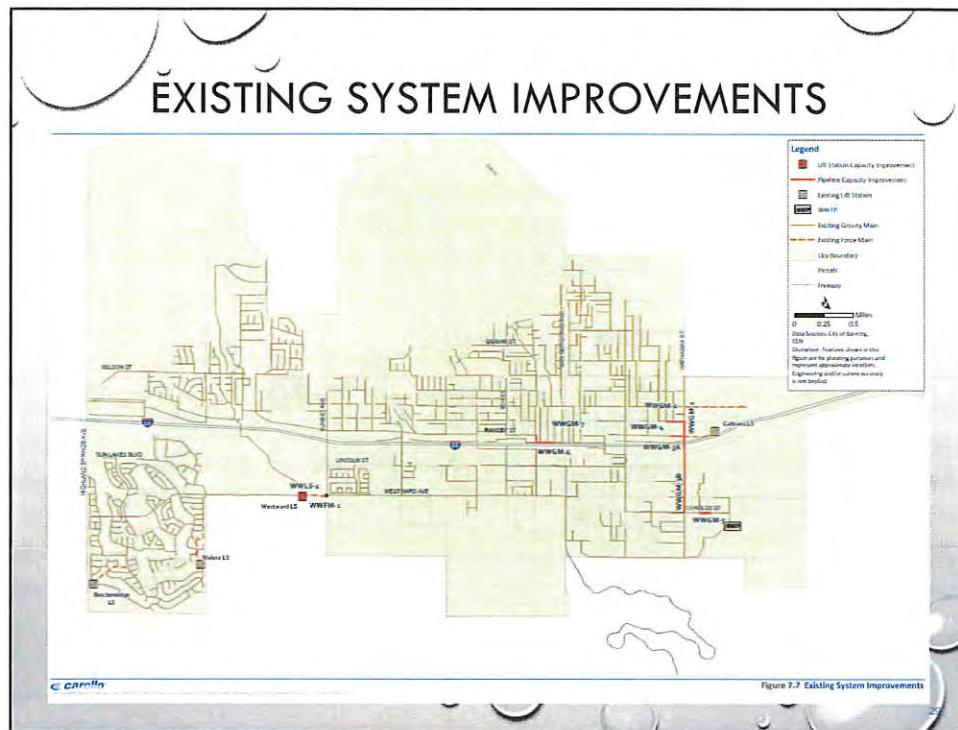
- A potable water system hydraulic model is a simplified representation of the real potable water distribution system.
- Potable system models can assess the capacity of a distribution system.
- Potable water models can perform "what if" scenarios to assess the impacts of future developments and land use changes.







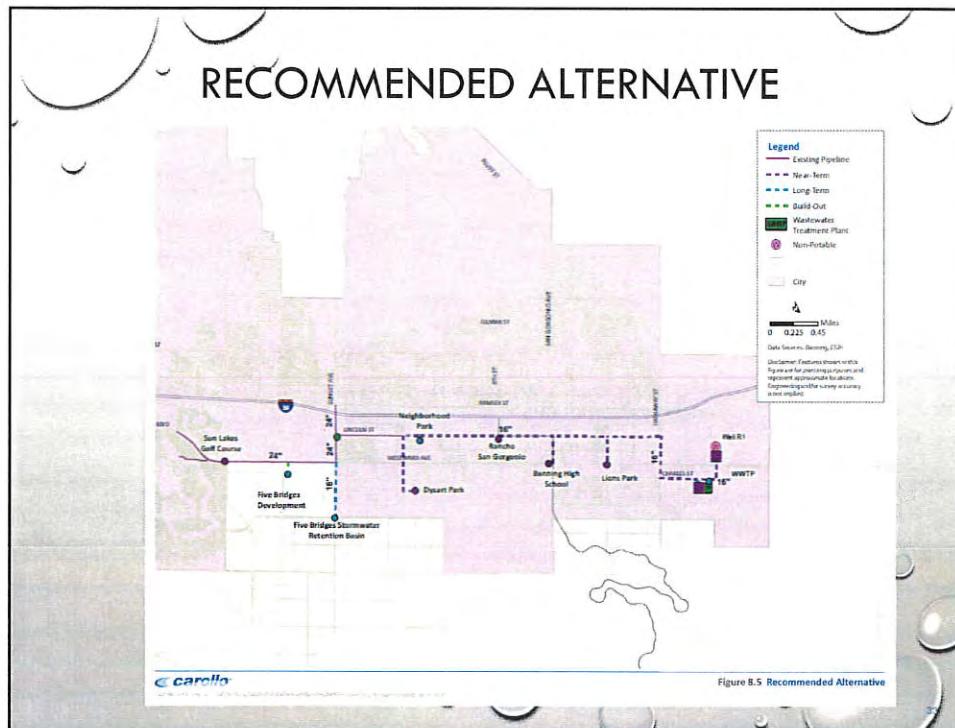




## 7. Recycled Water Alternatives

### ALTERNATIVES

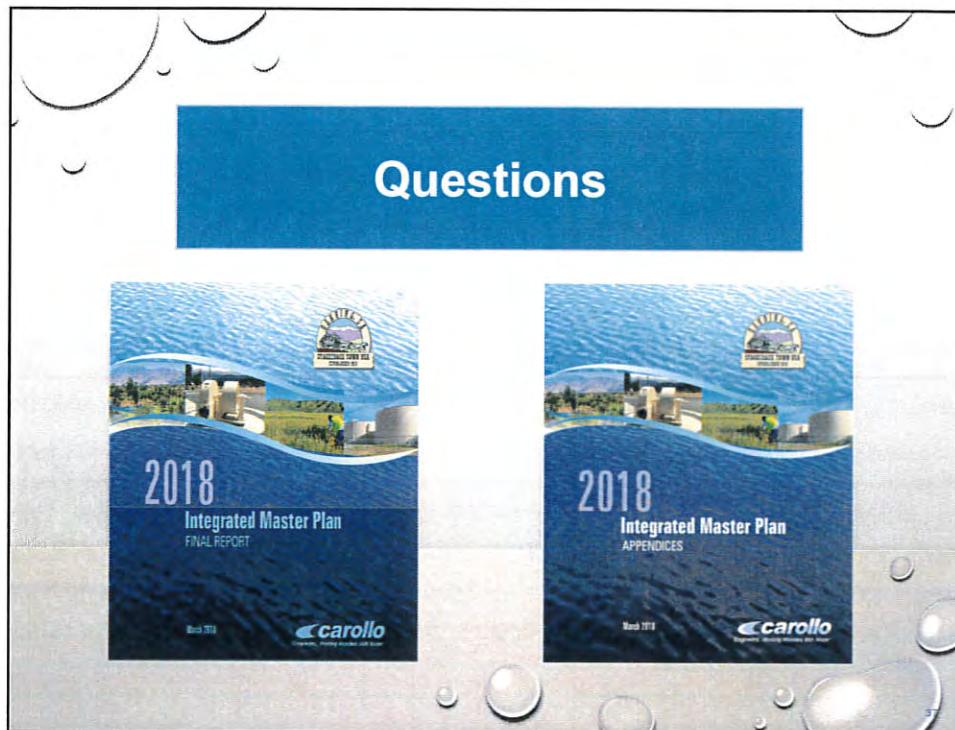
- Alternative 1: Non-Potable Reuse
- Alternative 2: Indirect Potable Reuse at WWTP
- Alternative 3: IPR at North Basin
- Alternative 4: IPR at Five Bridges
- Alternative 5: NPR with IPR at WWTP and Five Bridges
- Alternative 6: NPR with IPR at North Basin and Five Bridges



## 8. Comprehensive CIP

INTEGRATED CIP BY SYSTEM & PHASE				
Project Type	Near-Term 2015-2020 (\$ million)	Long-Term 2021-2050 (\$ million)	Build-Out 2041 & Beyond (\$ million)	Totals (\$ million)
Potable Water	\$108.7	\$137.8	\$323.8	\$570.2
Wastewater	\$48.3	\$12.0	\$38.9	\$99.2
Recycled Water	\$36.3	\$5.3	\$0.2	\$41.8
<b>Grand Total</b>	<b>\$193.2</b>	<b>\$155.1</b>	<b>\$362.9</b>	<b>\$711.2</b>

RECOMMENDATION				
<ul style="list-style-type: none"><li>- Adopt the 2018 Integrated Master Plan</li></ul>				



***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***

MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

07/10/2018  
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on July 10, 2018, at 4:00 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  
Robert Meteau, Deputy Human Resources Director  
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. PUBLIC EMPLOYEE APPOINTMENT: City Manager – Pursuant to Government Code Section 54957
2. PUBLIC EMPLOYMENT: Interim City Manager- Pursuant to Government Code Section.
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) Section 54956.9 (one case).
4. PUBLIC EMPLOYEE APPOINTMENT: Police Chief – Pursuant to Government Code Section 54957
5. CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code Section 54957.6. Agency designated representative: Interim City Manager. Unrepresented employee: Candidate for Interim Police Chief

6. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (one case)
7. 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

The Meeting convened to closed session at 5:01 p.m. and reconvened to open session at 4:55 p.m.

**ADJOURNMENT**

By common consent the meeting adjourned at 4:55 p.m.

Minutes Prepared by:

---

Sonja De La Fuente, Deputy City Clerk

MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

07/12/18  
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on July 12, 2018, at 8:03 a.m. at the Banning Civic Center Large Conference Room, 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:      Robert Meteau, Deputy Human Resources Director  
                                    Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

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

Deputy City Clerk De La Fuente listed the items on the closed session agenda, which included:

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

The Meeting convened to closed session at 8:03 a.m. and reconvened to open session at 12:10 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 12:10 p.m.

Minutes Prepared by:

---

Sonja De La Fuente, Deputy City Clerk

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***

MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

07/16/18  
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on July 16, 2018, at 8:30 a.m. at the Banning Civic Center Large Conference Room, 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:      Curtis Wright, Silver & Wright  
                                    Ted Shove, Economic Development Manager  
                                    Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

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

Deputy City Clerk De La Fuente 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)

The Meeting convened to closed session at 8:30 a.m. and reconvened to open session at 8:51 a.m.

ADJOURNMENT

By common consent the meeting adjourned at 8:51 a.m.

Minutes Prepared by:

---

Sonja De La Fuente, Deputy City Clerk

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



**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:** July 24, 2018  
**SUBJECT:** Receive and File Cash, Investments and Reserve Report for the Month of June 2018

---

**RECOMMENDATION:**

That City Council receive and file Cash, Investment and Reserve Report for **June 30, 2018** in accordance with California Government Code 53646.

**CASH AND INVESTMENT SUMMARY:**

	Description	Prior Month	Current Month
<b>Funds Under Control of the City</b>			
Cash			
	Cash on Hand \$	4,155.00	\$ 4,155.00
	Checking and Savings Accounts \$	6,535,003.30	\$ 18,149,537.22
Investments			
	LAIF \$	40,465,020.42	\$ 40,465,020.42
	Brokerage \$	26,417,146.16	\$ 26,429,350.26
<b>Total Funds Under Control of the City</b>	<b>\$</b>	<b>73,421,324.88</b>	<b>\$ 85,048,062.90</b>
<b>Funds Under Control of Fiscal Agents</b>			
US Bank			
	Restricted Bond Project Accounts \$	25,184,627.45	\$ 15,139,040.68
	Restricted Bond Accounts \$	5,676,578.98	\$ 5,676,578.98
Union Bank			
	Restricted Funds \$	551,506.63	\$ 323,521.57
<b>Total Funds Under Control of Fiscal Agents</b>	<b>\$</b>	<b>31,412,713.06</b>	<b>\$ 21,139,141.23</b>
<b>Total Funds</b>	<b>\$</b>	<b>104,834,037.94</b>	<b>\$ 106,187,204.13</b>

**RESTRICTED, ASSIGNED, COMMITTED AND RESERVED SUMMARY:**

	Description	Prior Month	Current Month
	<b>Total Funds</b>	\$ 104,834,037.94	\$ 106,187,204.13
	Restricted Funds	\$ 49,680,138.01	\$ 39,438,145.32
	Assigned Funds - Specific Purpose	\$ 8,684,911.34	\$ 8,684,911.34
	Committed Funds - Specific Purpose	\$ 4,096,473.25	\$ 4,096,473.25
	Fund Balance Reserves	\$ 14,902,329.25	\$ 14,902,329.25
	<b>Total Restricted, Assigned, Committed and Reserved Funds</b>	<b>\$ 77,363,851.85</b>	<b>\$ 67,121,859.16</b>
	<b>Operating Cash - Unrestricted Reserves</b>	<b>\$ 27,470,186.09</b>	<b>\$ 39,065,344.97</b>
	Less Accounts held in Investments	\$ 26,417,146.16	\$ 26,429,350.26
	Liquid Cash	\$ 1,053,039.93	\$ 12,635,994.71

**ATTACHMENTS:**

- Cash, Investment and Reserve Report June 2018
- Investment Report June 2018
- LAIF / PMIA Performance Report

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  
Cash, Investment & Reserve Balances - June 30, 2018

Cash & Investments		May 2018	June 2018	Reserve Balances	
Institution/Investment Type		Balance	Balance	Description	Balance
<b>Funds Under Control of the City:</b>				<b>RESTRICTED FUNDS</b>	
Petty Cash / Cash on Hand		\$ 4,155.00	\$ 4,155.00	Restricted Project Funds	\$ 15,139,040.68
		\$ 4,155.00	\$ 4,155.00	Bond Funds Held with Fiscal Agents	\$ 5,676,578.98
Checking and Savings:				CASIO - City of Banning 6731036994	\$ 111,391.56
Wells Fargo - General Account - XXXXX5798		\$ 6,237,563.39	\$ 17,841,026.83	City of Banning - 6736305920 - RPU	\$ 212,130.01
Bank of America - Parking Citations - XXXXXXXX 8776		\$ 48,081.13	\$ 50,666.75	Customer Deposit Accounts	\$ 1,483,218.12
Bank of America - Airport Visa - XXXXXXXX 7548		\$ 163,522.38	\$ 171,921.14	Capital Facility Fees (Funds 400, 410,420, 421,430, 661, & 681)	\$ 16,507,275.58
Bank of America - CNG Charge Acct XXXXXXXX 5594		\$ 85,836.40	\$ 85,922.50	Parking Citations	\$ 50,666.75
		\$ 6,535,003.30	\$ 18,149,537.22	Airport	\$ 171,921.14
				CNG	\$ 85,922.50
<i>State of California, Local Agency Investment Fund</i>					
City of Banning XX-XX-050		\$ 40,465,020.19	\$ 40,465,020.19		
Successor Agency XX-XX-001		\$ 0.23	\$ 0.23		
<i>% of Investments in LAIF (Maximum 40% allowed per Investment Policy)</i>		\$ 40,465,020.42	\$ 40,465,020.42		
		61%	60%		
<b>US Bank</b>				<b>ASSIGNED FUNDS - SPECIFIC PURPOSE</b>	
City of Banning Custody Account XXXXX6000				Workers Compensation - PERMA	\$ 300,000.00
	Government Agencies			Capital Replacement	\$ 1,500,000.00
F H L M C 313397RK9 Disc Note Market Value \$11,975,760.00		\$ -	\$ -	Debt Service Payments	\$ 6,884,911.34
Maturity 1/5/2018 Rolled over into CI D 31846V401					
Federal Home Loan Bks 313385LC8 Disc Note Market Value					
\$11,865,080.00 Maturity 8/31/2017		\$ -	\$ -		
First American Government Oblig Fd CI D 31846V401 Market Value					
#3802 \$12,429,350.26		\$ 12,417,146.16	\$ 12,429,350.26		
Federal Home Loan Bks 3130A6K89 Market Value \$1,994,960 Maturity					
10/5/2018		\$ 2,000,000.00	\$ 2,000,000.00		
Federal Home Loan Bks 3130A7G25 Market Value \$2,978,730 Maturity					
3/15/2019		\$ 3,000,000.00	\$ 3,000,000.00		
F H L M C M T N 3134GBJ52 Market Value \$2,963,100 Maturity 9/27/19		\$ 3,000,000.00	\$ 3,000,000.00		
F H L M C M T N 3134GBJ83 Market Value \$2,951,700 Maturity					
3/27/2020		\$ 3,000,000.00	\$ 3,000,000.00		
F N M A M T N 3136G4PP2 Market Value \$2,939,940 Maturity					
10/26/2020		\$ 3,000,000.00	\$ 3,000,000.00		
		\$ 26,417,146.16	\$ 26,429,350.26		
<b>Total Funds Under Control of the City</b>		\$ 73,421,324.88	\$ 85,048,062.90		
<b>Funds Under Control of Fiscal Agents:</b>				<b>COMMITTED FUNDS - SPECIFIC PURPOSE</b>	
<b>US Bank</b>				General Fund - Emergency Contingency 25%	\$ 4,096,473.25
				(minimum req. \$1,500,000)	
2015 Water Revenue Bonds-BUA Water Projects - 260228005		\$ 3,026,589.59	\$ 1,492,730.02		
2006 Wastewater Project Fund Bond - 792143006		\$ 3,278,459.19	\$ 3,262,866.54		
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003		\$ 11,229,174.88	\$ 2,731,415.94		
Successor Agency of the Dissolved Redevelopment Agency of the City of					
Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds					
Fund - 277166005		\$ 7,650,403.79	\$ 7,652,028.18		
Restricted Project Funds Available		\$ 25,184,627.45	\$ 15,139,040.68		
2015 Electric Revenue Bond-Escrow Fund - 277248000/2626B5001					
Wastewater System Improvement Project Fund Bond 1989 Escrow					
Account for AC 94627350-792145000		\$ 113,658.00	\$ 113,658.00		
Water System Improvement Project 1989 Escrow Acct AC 94627340 -					
792146000		\$ 216,984.00	\$ 216,984.00		
2015 Electric Revenue Bond-Reserve Fund - 2626B5002 - Market Value		\$ 2,428,543.76	\$ 2,428,543.76		
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation					
Improvement Bonds Series 2005A Principal Acct-78958201		\$ 7.19	\$ 7.19		
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation					
Improvement Bonds Series 2005A Reserve Fund-78958203		\$ 188,245.53	\$ 188,245.53		
BUA Wastewater Enterprise Lease Revenue Bonds Series 2005 Reserve					
Fund - 792143004		\$ 523,623.18	\$ 523,623.18		
Successor Agency of the Dissolved Redevelopment Agency of the City of					
Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund-					
277166004 Market Value		\$ 2,205,497.50	\$ 2,205,497.50		
Successor Agency of the Dissolved Redevelopment Agency of the City of					
Banning Tax Allocation Bonds Series 2016 (Taxable) Cost of Resuance -					
277166006		\$ -	\$ -		
Successor Agency of the Dissolved Redevelopment Agency of the City of					
Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund -					
277166000		\$ 19.82	\$ 19.82		
Bond Funds Held with Fiscal Agent - Restricted		\$ 5,676,578.98	\$ 5,676,578.98		
<b>Union Bank of California:</b>					
CASIO - City of Banning XXXXX6994		\$ 111,239.41	\$ 111,391.56		
City of Banning - XXXXX5920 - RPU		\$ 440,267.22	\$ 212,130.01		
Funds Held with Fiscal Agent - Restricted		\$ 551,506.63	\$ 323,521.57		
<b>Total Funds Under Control of Fiscal Agents</b>		\$ 31,412,713.06	\$ 21,139,141.23		
<b>Grand Total</b>		\$ 104,834,037.94	\$ 106,187,204.13	<b>Grand Total</b>	\$ 106,187,204.13
				UNRESTRICTED RESERVES	\$ 39,065,344.97

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the City of Banning's City Council and the California Government Code Section 53601 (with the exception of funds held in LAIF).

I also certify that there are adequate funds available to meet the City's Budget.

*Suzanne Cook*

Suzanne Cook  
Deputy Finance Director/Interim ASD

City of Banning Report of Investments June 2018										
Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poor's Rating	Maturity Date	Par	Market Yield	Market Price	Market Value	Percentage of Investments
<b>State of California, Local Agency Investment Fund</b>										
City of Banning Successor Agency	Pooled Investment	N/A	N/A	N/A	N/A	\$ 40,465,020.19	1.760	99.812687	\$ 40,389,223.91	60.5%
US Bank-Broker Piper Jaffray	Government Agencies	Pooled Investment	N/A	N/A	N/A	\$ 40,465,020.42	0.000	\$ 40,389,224.14		60.5%
	First American Government Oblig Fd Cl D	Cash Equivalent	31846V401	N/A	N/A	\$ 12,429,350.26	1.330	100.000	\$ 12,429,350.26	18.6%
	Federal Home Loan Bks	US Government Issue	3130A6K89	AA+	Aaa	\$ 2,000,000.00	1.050	99.748	\$ 1,994,960.00	3.0%
	Federal Home Loan Bks	US Government Issue	3130A7G25	AA+	Aaa	\$ 3,000,000.00	1.270	99.291	\$ 2,978,730.00	4.5%
	F H L M C M T N	US Government Issue	31346B152	AA+	Aaa	\$ 3,000,000.00	1.520	98.770	\$ 2,963,100.00	4.5%
	F H L M C M T N	US Government Issue	31346B183	AA+	Aaa	\$ 3,000,000.00	1.630	98.390	\$ 2,951,700.00	4.5%
	F N M A M T N	US Government Issue	3136G4PP2	AA+	Aaa	\$ 3,000,000.00	1.790	97.958	\$ 2,939,940.00	4.5%
						\$ 26,429,350.26		\$ 26,257,780.26		39.5%
	<b>Total Investments</b>					<b>\$ 66,894,370.68</b>		<b>\$ 66,647,004.40</b>		<b>100.0%</b>



JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/13/18	1.83	1.73	184
06/14/18	1.85	1.73	184
06/15/18	1.86	1.73	184
06/16/18	1.86	1.73	184
06/17/18	1.86	1.74	184
06/18/18	1.86	1.74	181
06/19/18	1.87	1.74	179
06/20/18	1.87	1.74	178
06/21/18	1.89	1.74	183
06/22/18	1.89	1.75	186
06/23/18	1.89	1.75	186
06/24/18	1.89	1.75	186
06/25/18	1.89	1.75	184
06/26/18	1.89	1.75	183
06/27/18	1.90	1.75	181
06/28/18	1.90	1.76	183
06/29/18	1.92	1.76	194
06/30/18	1.92	1.76	193
07/01/18	1.92	1.92	193
07/02/18	1.93	1.92	196
07/03/18	1.93	1.92	195
07/04/18	1.93	1.92	195
07/05/18	1.93	1.93	194
07/06/18	1.93	1.93	193
07/07/18	1.93	1.93	193
07/08/18	1.93	1.93	193
07/09/18	1.93	1.93	191
07/10/18	1.93	1.93	192
07/11/18	1.93	1.93	191
07/12/18	1.94	1.93	189
07/13/18	1.94	1.93	190

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

Quarter Ending 06/30/18

Apportionment Rate: 1.90%  
 Earnings Ratio: 0.00005216919081336  
 Fair Value Factor: 0.998126869  
 Daily: 1.92%  
 Quarter to Date: 1.76%  
 Average Life: 193

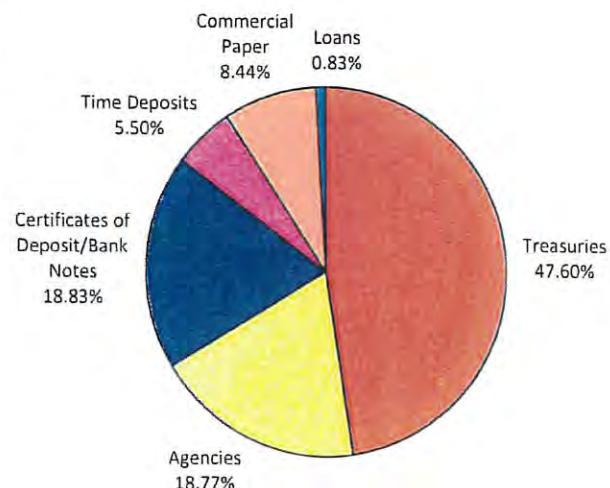
**PMIA Average Monthly Effective Yields**

June 2018	1.854
May 2018	1.755
Apr 2018	1.661

**Pooled Money Investment Account  
Portfolio Composition**

**06/30/18**

**\$88.8 billion**



Based on data available as of 7/13/2018

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



**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:** July 24, 2018

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

---

**RECOMMENDATION:**

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

**WARRANT SUMMARY:**

Description	Payment #	Amount	Total Amount
<b>Checks:</b>			
Checks Issued during Month	164813 - 164926	\$ 2,717,804.26	
Voided / Reissue Check		\$ 887.00	
<b>Check Total</b>			\$ 2,716,917.26
Wires Total	981 - 984		\$ 1,864,809.13
<b>ACH payments:</b>			
Payroll Direct Deposit 6/8/2018		\$ 330,881.48	
Payroll Direct Deposit 6/22/2018		\$ 423,286.20	
Other Payments		\$ 599,691.39	
<b>ACH Total</b>			\$ 1,353,859.07
<b>Payroll Checks:</b>			
11431 - 11478			
Payroll - Regular 6/8/2018		\$ 5,198.94	
Payroll - Regular 6/22/2018		\$ 6,601.32	
Manual Checks 6/8, 6/12, 6/28/2018		\$ 6,751.84	
<b>Payroll Check Total</b>			\$ 18,552.10
<b>Total Warrants Issued for June 2018</b>			<b>\$ 5,954,137.56</b>

**ATTACHMENTS:**

- Fund List
- Warrant List June 2018
- Warrant List Detail June 2018
- Voided Check Log – June 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

### 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 June 2018**

Warrant Number	Vendor Name	Warrant Amount
981	RIVERSIDE PUBLIC UTILITIES	1,839,161.40
982	ALTA PACIFIC BANK - ESCROW ACCOUNT	6,733.88
983	GRANDPOINT BANK - ESCROW ACCOUNT	16,315.07
984	GRANDPOINT BANK - ESCROW ACCOUNT	2,598.78
164813	ADVANCE WORKPLACE STRATEGIES INC	159.00
164814	AL'S KUBOTA TRACTOR	2,698.12
164815	ALESHIRE & WYNDER, LLP	1,008.49
164816	ALLIANT INSURANCE SERVICES, INC	117,632.00
164817	ALTEC INDUSTRIES, INC.	432.46
164818	ALVARADO, JOHN GREGORY	170.46
164819	AMERICAN NATIONAL RED CROSS	64.95
164820	ANIXTER, INC	3,267.63
164821	ARB INC	155.66
164822	ARIAS, JOE	110.00
164823	ARROW STAFFING SERVICE	1,232.29
164824	ARTISTIC MAINTENANCE, INC.	3,640.00
164825	ASBURY ENVIRONMENTAL SERVICES DBA	35.00
164826	AVILA, VINCENT	1,016.00
164827	BANNING POLICE OFFICERS ASSOC	2,450.00
164828	BEAUMONT DO IT BEST HOME CENTER	1,443.99
164829	BEAUMONT GLASS & DOOR	1,195.00
164830	BOOTH, CATHY	122.48
164831	BUSINESS TELECOMMUNICATION	720.28
164832	CALIFORNIA LAW ENFORCE ASSN	637.00
164833	CALIFORNIA WATER ENVIRONMENT	95.00
164834	CALIFORNIA WATER ENVIRONMENT	180.00
164835	CALIFORNIA WATER ENVIRONMENT	180.00
164836	CALIFORNIA WATER ENVIRONMENT	180.00
164837	CAKINS &, JENNIFER LEIGH	22.32
164838	CALOLYMPIC GLOVE & SAFETY CO, INC	117.68
164839	CELL BUSINESS EQUIPMENT (CBE)	892.83
164840	CHARLES ABBOTT ASSOCIATES, INC	9,869.00
164841	CHRIS TAYLOR'S PLUMBING	132.97
164842	CINTAS CORPORATION 2	962.56
164843	COLONIAL INSURANCE	17,827.87
164844	CORRAL, RAUL	38.08
164845	COUTS HEATING & COOLING, INC	4,645.00
164846	CUSTOM TROPHIES & U-NEEK AWARDS	290.93
164847	CYBERTEK	4,424.09
164848	DAVILA, BERTHA	202.20
164849	ENVIRONMENTAL CONSTRUCTION	177.66
164850	EULENFELD, ROSS	18.29
164851	FALTO, CONSTANCE	93.62
164852	FARWEST LINE SPECIALTIES	897.13
164853	FASTENAL	342.08
164854	FISHER, ROBERT	128.00
164855	FLEET SERVICES INC	725.81
164856	FOX OCCUPATIONAL MEDICAL CENTER	120.00
164857	FRASER, CATHERINE	438.75
164858	FRONTIER COMMUNICATIONS	84.75
164859	GAS COMPANY, THE	66.14
164860	GRAINGER	186.63
164861	HAAKER EQUIPMENT COMPANY	273.13
164862	HOLLAND, RAUSHANAH	2.87
164863	HOME DEPOT #8987	22.67

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
164864	HSIEH, JASON JA	113.47
164865	I.B.E.W. LOCAL 47	7,572.64
164866	I.B.E.W. LOCAL 47 (PAC)	60.00
164867	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,121.27
164868	ICMA RETIREMENT TRUST 457	1,127.85
164869	INFOSEND, INC	8,129.40
164870	L O LYNCH, INC	260.83
164871	LEIDOS ENGINEERING, LLC	1,830.00
164872	LEXISNEXIS RISK SOLUTIONS	400.00
164873	LIEBERT CASSIDY WHITMORE	719.00
164874	LITHOPASS PRINTING, FORMS,	1,047.26
164875	M BREY ELECTRIC, INC	1,310.74
164876	MERCHANTS BUILDING MAINTENANCE, LLC	2,867.83
164877	MIDDLETON, SHARON	99.14
164878	MITSUBISHI ELECTRIC & ELECTRONICS	297.84
164879	MOLEDOR, JEROME	125.00
164880	NATIONWIDE RETIREMENT SOLUTIONS	4,976.82
164881	PARS	753.65
164882	PARTS AUTHORITY METRO, LLC	105.06
164883	PETTY CASH CUSTODIAN-COMM SVCS	96.95
164884	PETTY CASH CUSTODIAN-SR CENTER	94.74
164885	PRATT, EDWARD	162.22
164886	PRE-PAID LEGAL SERVICES, INC	260.11
164887	PRUDENTIAL OVERALL SUPPLY	1,479.52
164888	RECORD GAZETTE, THE	500.05
164889	RED HAWK SERVICES	422.35
164890	RELIABLE WORKPLACE SOLUTIONS	82.56
164891	RICCIO, JOHN & SHARON	49.22
164892	RICE, BETTY	84.82
164893	RIV. CO. CLERK RECORDER	34.00
164894	RIV. CO. CLERK RECORDER	22.00
164895	RIV. CO. CLERK RECORDER	22.00
164896	RIV. CO. TREASURER	287.53
164897	RIV. CO. TREASURER	287.53
164898	ROW TRAFFIC SAFETY, INC	752.20
164899	SAN BERNARDINO PUBLIC EMPLOYEES	876.74
164900	SAN GORGONIO MEMORIAL HOSP	50.00
164901	SAN GORGONIO PASS WATER AGENCY	17,118.00
164902	SARGEANT, SUSAN	180.12
164903	SHOVE, TED	2,864.87
164904	SIBOLE, THOMAS	349.93
164905	SOTO, GABINO	131.93
164906	SOUTHERN CALIFORNIA EDISON	435.48
164907	SOUTHERN CALIFORNIA JOINT POLE	1,027.27
164908	STAPLES BUSINESS ADVANTAGE	915.06
164909	SUN LIFE FINANCIAL	18,072.47
164910	TELEPACIFIC COMMUNICATIONS	2,882.44
164911	TERMINIX COMMERCIAL	826.44
164912	THORNTON, CHRIS	38.60
164913	TIME WARNER CABLE	838.01
164914	UNITED ROTARY BRUSH CORPORATION	204.92
164915	USC SUPPLY	35.00
164916	UTILITY TREE SERVICE	8,800.00
164917	VALLADOLID, CESAR	22.05
164918	VANG, NOU	68.01

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
164919	VILLEGAS, JOSE	139.16
164920	WALTER STANLEY COS, LLC	91.42
164921	WANG, JING	345.81
164922	WEBSTER, DENNIS	144.32
164923	WELLS, KAREN	94.41
164924	WESCO DISTRIBUTION, INC	522.16
164925	YOON &, YOUNG SOOK	51.81
164926	YOUNG, CARLA	183.59
164927	A-Z BUS SALES, INC. (COLTON)	549.90
164928	ACE	457.78
164929	ADAMSON POLICE PRODUCTS	1,078.13
164930	AL'S KUBOTA TRACTOR	836.83
164931	AMERICAN PUBLIC WORKS ASSN	245.00
164932	ARROW STAFFING SERVICE	4,233.02
164933	ARROWHEAD SCIENTIFIC INC	192.28
164934	ARROYO BACKGROUND INVESTIGATIONS	400.00
164935	ARTISTIC MAINTENANCE, INC.	5,120.00
164936	ASPEN ENVIRONMENTAL GROUP	33,072.50
164937	BABCOCK LABORATORIES, INC	829.00
164938	BARRAGAN, GUILLERMO	6.81
164939	BEAUMONT DO IT BEST HOME CENTER	717.96
164940	BEAUMONT SAFE & LOCK	11.32
164941	BENHAR, DIANA T	435.40
164942	BERRES, MARK	73.50
164943	BRIDGEWATER EQUIPMENT RENTAL	385.47
164944	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
164945	CALIFORNIA PARK & REC SOCIETY	185.00
164946	CALLAHAN, BRIAN	24.00
164947	CALOLYMPIC GLOVE & SAFETY CO, INC	450.97
164948	CALPELRA	350.00
164949	CAPITAL REALTY ANALYSTS, INC	8,000.00
164950	CIVICPLUS	100.00
164951	COSTAR REALTY INFORMATION, INC	87.95
164952	DEX MEDIA	40.50
164953	ECONO FENCE, INC	2,922.98
164954	EVIDENT, INC.	83.50
164955	EXPERT REAL ESTATE & INVESTMEN	83.60
164956	FEDEX	47.58
164957	FERRELLGAS	217.03
164958	FOX OCCUPATIONAL MEDICAL CENTER	420.00
164959	FRESH, RICHARD B	113.14
164960	FRONTIER COMMUNICATIONS	3,080.67
164961	GARDA CL WEST INC	570.00
164962	GAS COMPANY, THE	245.40
164963	GOTHIER, E THOMAS	13.53
164964	HEMET MANUFACTURING COMPANY, INC	127,943.72
164965	HI-LINE UTILITY SUPPLY CO	1,165.16
164966	HOME DEPOT #8987	777.88
164967	HOO, JILL G	17.50
164968	ICMA RETIREMENT TRUST 457	75.38
164969	INLAND WATER WORKS SUPPLY CO.	129.95
164970	ITRON, INC.	6,326.29
164971	KIEFER SWIM PRODUCTS	199.90
164972	KOLLER, MARIE V.	16.80
164973	KRUEGER, BONNIE	276.24

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
164974	LITHOPASS PRINTING, FORMS,	43.10
164975	LSA ASSOCIATES, INC	2,329.63
164976	MC AVOY & MARKHAM	283,386.16
164977	MC CAFFERTY, CLELL	94.70
164978	MERCURY FUELS, INC	9,500.30
164979	METEAU, ROBERT	25.00
164980	MILLER, THOMAS	194.00
164981	MMJ SOLUTIONS, INC	1,362.00
164982	MORGAN, DEIDRA J	122.50
164983	MYERS & SONS HI-WAY SAFETY INC.	5,717.99
164984	NAPA AUTO PARTS	497.10
164985	NEGRENTE, JUAN	66.39
164986	NOBEL SYSTEMS, INC	1,600.00
164987	OFFICE DEPOT	378.09
164988	ONLINE INFORMATION SERVICES	63.12
164989	P&P UNIFORMS	5,258.32
164990	PACKHAM & TOOMEY, INC	414.55
164991	PARTS AUTHORITY METRO, LLC	1,046.85
164992	PAZ, ALFONSO	56.55
164993	PI MANUFACTURING CORP.	82.45
164994	PLUMBERS DEPOT INC	1,188.85
164995	PRESS-ENTERPRISE, THE	365.40
164996	PROFORCE LAW ENFORCEMENT	5,543.74
164997	PRUDENTIAL OVERALL SUPPLY	236.42
164998	RDO EQUIPMENT CO	104.58
164999	RECORD GAZETTE, THE	711.75
165000	RELIABLE WORKPLACE SOLUTIONS	208.38
165001	RIV. CO. CLERK RECORDER	44.00
165002	RIV. CO. CLERK RECORDER	44.00
165003	RIV. CO. CLERK RECORDER	22.00
165004	RIV. CO. CLERK RECORDER	22.00
165005	RIV. CO. COMMUNITY HEALTH AGENCY	3,352.00
165006	RODRIGUEZ, CHEYENNE & YOLANDA	161.86
165007	ROMO PLANNING GROUP, INC.	6,380.00
165008	ROSAS PARRA &, MARIA DE JESUS	5.37
165009	RUEHLE, TARA SHAWN M	266.00
165010	SAFEGUARD BUSINESS SYSTEMS INC	793.88
165011	SAN GORGONIO PASS DESIGN AND PRINT	279.08
165012	SCCI, INC DBA	500.00
165013	SHRED-IT USA, LLC	97.20
165014	SIMPSON &, EDWARD E	23.50
165015	SITEONE LANDSCAPE SUPPLY	1,030.81
165016	SMART & FINAL	379.22
165017	SMITH, GREG	145.00
165018	SMITH, JASON	475.53
165019	SMITH, JESSICA	29.88
165020	SMITH, LARRY & AE CHA	43.80
165021	SMITH, LOIS E	14.00
165022	SOUTH COAST AIR QUALITY	385.83
165023	STAPLES BUSINESS ADVANTAGE	930.88
165024	STATE WATER RESOURCES CONTROL	105.00
165025	STATEWIDE TOWING & RECOVERY, INC	125.00
165026	STEVEN ENTERPRISES INC	16,874.62
165027	STOEL RIVES, LLP	6,500.00
165028	TASC	6,240.80

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
165029	TERMINIX COMMERCIAL	2,421.12
165030	THE K.W.C. COMPANIES, INC.	9,381.55
165031	THESIER, DEREK	0.00
165032	TIME WARNER CABLE	89.57
165033	TRANSACT TECHNOLOGIES	104.14
165034	TURBO DATA SYSTEMS INC	337.83
165035	ULINE	3,374.75
165036	USABLUEBOOK	1,762.76
165037	UTILITY TREE SERVICE	3,200.00
165038	VELA, ARTURO M	114.96
165039	VELARDE, MANUELA	17.04
165040	VERIZON WIRELESS	517.98
165041	WARE &, FELICIA N	51.79
165042	WARE, KENNETH	138.95
165043	WASTE MANAGEMENT OF THE	239,367.16
165044	WESCO DISTRIBUTION, INC	1,514.14
165045	WEST COAST SAND & GRAVEL, INC.	399.27
165046	WESTERN RIVERSIDE COUNCIL	17,085.00
165047	WHENEVER COMMUNICATIONS, LLC	278.85
165048	AL'S KUBOTA TRACTOR	198.85
165049	ARAGON GEOTECHNICAL, INC	1,824.60
165050	ARTISTIC MAINTENANCE, INC.	380.32
165051	BABCOCK LABORATORIES, INC	2,461.00
165052	BATTERY SYSTEMS, INC	93.67
165053	BEAUMONT CHERRY VALLEY WATER	6,847.68
165054	BEAUMONT DO IT BEST HOME CENTER	76.32
165055	BEAUMONT SAFE & LOCK	3.23
165056	BRANHAM, JEROME	1,500.00
165057	BURLINGTON SAFETY LABORATORY	1,595.69
165058	CALIFORNIA WATER ENVIRONMENT	445.00
165059	CANON FINANCIAL SERVICES, INC	1,184.35
165060	CINTAS CORPORATION 2	587.58
165061	CORE AND MAIN, LP	5,629.29
165062	CREATIVE BUS SALES INC	1,960.03
165063	DIAMOND HILLS CHEVROLET BUICK GMC	111.03
165064	DINGMASTERS	4,736.25
165065	DLT SOLUTIONS, LLC	764.40
165066	ENVIRONMENTAL CONSTRUCTION, INC	359,363.14
165067	FEDEX	154.04
165068	FRANKLIN, DEBBIE	229.93
165069	FRONTIER COMMUNICATIONS	189.64
165070	FROST, JEFF	105.00
165071	GAS COMPANY, THE	19.15
165072	GOVERNMENT STAFFING SERVICES, INC	4,165.00
165073	GRAINGER	707.52
165074	HDL SOFTWARE, LLC	2,704.49
165075	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,173.59
165076	ICMA RETIREMENT TRUST 457	895.92
165077	INFOSEND, INC	4,199.51
165078	INNOVATIVE EMERGENCY EQUIPMENT	264.00
165079	IRON MOUNTAIN INFORMATION MGMT, LLC	468.16
165080	LEAF	303.35
165081	LEIDOS ENGINEERING, LLC	46,116.85
165082	LIEBERT CASSIDY WHITMORE	2,550.00
165083	LLOYD, JEANNIE	300.00

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
165084	LYNCH, MIKE	260.00
165085	MERCHANTS BUILDING MAINTENANCE, LLC	7,344.87
165086	METEAU, ROBERT	260.36
165087	MUNICIPAL CODE CORPORATION	450.00
165088	NATIONWIDE RETIREMENT SOLUTIONS	4,976.82
165089	O'REILLY AUTO PARTS	294.65
165090	PARKHOUSE TIRE, INC.	1,579.10
165091	PARS	1,670.15
165092	PETTY CASH CUSTODIAN - POLICE	37.25
165093	PLUMBERS DEPOT INC	890.96
165094	PRESS-ENTERPRISE, THE	422.10
165095	PRUDENTIAL OVERALL SUPPLY	184.46
165096	QUINN COMPANY	126.82
165097	RECORD GAZETTE, THE	94.30
165098	RELIABLE TRANSLATIONS, INC	326.20
165099	RELIABLE WORKPLACE SOLUTIONS	805.43
165100	RICHARDS WATSON GERSHON	141,595.05
165101	RIV. CO. CLERK RECORDER	66.00
165102	RIV. CO. COMMUNITY HEALTH AGENCY	9,355.00
165103	RIV. CO. SHERIFF'S DEPT.	201.00
165104	SAN BERNARDINO CO TREASURER	1,270.68
165105	SAN GORGONIO PASS WATER AGENCY	18,386.00
165106	SANDEEN, ROLLAND D	60.49
165107	SCCI, INC DBA	250.00
165108	SIEMENS INDUSTRY, INC	1,989.81
165109	SMITH, JASON	52.56
165110	SO CAL WEST COAST ELECTRIC, INC	3,268.14
165111	SONSRAY MACHINERY LLC	956.02
165112	SORIANO, RICHARD	413.68
165113	SOUTH COAST AIR QUALITY	667.19
165114	SOUTHERN CALIFORNIA EDISON	1,353.60
165115	SOUTHERN CALIFORNIA GAS CO	4,107.92
165116	SOUTHERN CALIFORNIA JOINT POLE	729.58
165117	STAPLES BUSINESS ADVANTAGE	432.66
165118	STATE WATER RESOURCES CONTROL	60.00
165119	STEPHENSON, BARBARA	2,000.00
165120	SUEZ BANNING	56,533.00
165121	TETRA TECH INC.	1,750.00
165122	THE SOCO GROUP, INC.	25,326.69
165123	TMG UTILITY ADVISORY SERVICES, INC	380.00
165124	UNDERGROUND SERVICE ALERT	222.85
165125	UNITED ROTARY BRUSH CORPORATION	204.92
165126	UTILITY TREE SERVICE	3,300.00
165127	VERIZON WIRELESS	2,873.64
165128	VULCAN MATERIALS	325.84
165129	WELDOR'S SUPPLY AND STEEL	663.74
165130	WEST COAST SAND & GRAVEL, INC.	798.07
165131	WILLDAN FINANCIAL SERVICES	250.00
165132	WOODARD & CURRAN, INC	12,456.97
165133	A JUMP N PARTY, INC	240.00
165134	A. R. B. INC	166.77
165135	A-Z BUS SALES, INC. (COLTON)	67.12
165136	ADVANCE WORKPLACE STRATEGIES INC	57.00
165137	AIR & HOSE SOURCE INC	135.85
165138	ALMANZA &, BEATRICE E	42.30

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
165139	ALPHA CARD	2,835.84
165140	AMARAL, IRENE	295.00
165141	AMERICAN CAPITAL ENT, INC	190.15
165142	AMERICAN FORENSIC NURSES	2,350.00
165143	AMERICAN PUBLIC POWER ASSN	409.00
165144	ANIXTER, INC	695.85
165145	ARB INC	166.77
165146	ARROW STAFFING SERVICE	1,061.88
165147	ARTISTIC MAINTENANCE, INC.	13,957.00
165148	ASPEN ENVIRONMENTAL GROUP	13,710.73
165149	AT&T CALNET 2	1,152.45
165150	AVERY, ALEXANDRA	144.00
165151	BABCOCK LABORATORIES, INC	4,010.00
165152	BANNING ESTATES HOA	2,080.17
165153	BANNING SAN GORGONIO PASS AREA	30.00
165154	BARBER, CAROL	87.47
165155	BATTERY SYSTEMS, INC	637.51
165156	BEAUMONT DO IT BEST HOME CENTER	609.34
165157	BEAUMONT SAFE & LOCK	311.91
165158	BENNETT, SALWYNNE	81.98
165159	BLANK, BARBARA	140.88
165160	BUNKER, JOE	28.98
165161	BURGER, TIFFANY & KATHY	52.76
165162	CALDERON, SANDRA B	10.90
165163	CALERO, JOHANNA & ANAYKA	76.07
165164	CALIFORNIA WATER ENVIRONMENT	265.00
165165	CALOLYMPIC GLOVE & SAFETY CO, INC	1,188.69
165166	CDW GOVERNMENT, INC	9,446.68
165167	CENTER ELECTRIC	666.00
165168	CHARLES ABBOTT ASSOCIATES, INC	17,718.53
165169	CHRIS TAYLOR'S PLUMBING	416.76
165170	CLASS ACTS AUTOBODY, INC.	3,139.39
165171	COLONIAL INSURANCE	20,991.73
165172	CORELOGIC INFORMATION SOLUTIONS INC	216.68
165173	COUNSELING TEAM INTERNATIONAL, THE	700.00
165174	CREATIVE BUS SALES INC	10,818.81
165175	CRUZ, MARIE THERESA	372.00
165176	DANGELO CO	488.81
165177	DEPILLARS, PATRICK	88.87
165178	DIAMOND HILLS CHEVROLET BUICK GMC	92.93
165179	DIRECTV	23.25
165180	DUKE'S ROOT CONTROL INC	16,893.75
165181	EDWARDS, CRYSTAL	88.56
165182	ELLISON SYSTEMS, INC.	709.03
165183	ENVIRONMENTAL KLEAN-UP DBA	9,008.20
165184	FARWEST LINE SPECIALTIES	863.30
165185	FELIX, ALBERTO	1,876.96
165186	FERGUSON, MARLENE	156.35
165187	FOX OCCUPATIONAL MEDICAL CENTER	120.00
165188	FRANCO, JUAN & ROSA	59.70
165189	FRONTIER COMMUNICATIONS	1,978.33
165190	FUN EXPRESS	63.48
165191	GARCIA, MARIA	200.00
165192	GARDA CL WEST INC	637.55
165193	GAS COMPANY, THE	1,076.37

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
165194	GATES, TRAVIS	250.00
165195	GOVERNMENT STAFFING SERVICES, INC	2,647.75
165196	GRAINGER	308.49
165197	HARDER, TERRY	81.24
165198	HARRIS, DIANE	103.17
165199	HIGGINS, BLANCHE	128.42
165200	HINDERLITER DE LLAMAS & ASSOCIATES	12,104.23
165201	HOME DEPOT #8987	1,056.51
165202	IBEW LOCAL 47 RETIREE MEDICAL TRUST	32.35
165203	INFOSEND, INC	5,576.35
165204	INNOVATIVE EMERGENCY EQUIPMENT	17,950.22
165205	INNOVATIVE FEDERAL STRATEGIES	3,515.40
165206	JABLONSKI, ROBERT E	60.77
165207	KALAPACA, SHIRLEY	141.74
165208	KHAN PROPERTIES AND HOLDINGS, LLC	183,172.34
165209	LEIDOS ENGINEERING, LLC	1,444.50
165210	LESLIE'S POOL SUPPLIES INC.	523.32
165211	LITHOPASS PRINTING, FORMS,	817.55
165212	M BREY ELECTRIC, INC	285.37
165213	MACK LLC	161.69
165214	MAILFINANCE, INC	524.47
165215	MERCURY FUELS, INC	31,898.33
165216	MICHAEL BAKER INTERNATIONAL, INC	29,247.13
165217	MORROW, JEFFREY	131.03
165218	MUNICIPAL MGMT ASSOC OF SO CAL	20.00
165219	NEWELL, SAMANTHA	113.50
165220	O'REILLY AUTO PARTS	18.80
165221	OFFICE DEPOT	419.78
165222	ON TRAC	118.06
165223	ONE SOURCE DISTRIBUTORS	2,429.34
165224	PARKHOUSE TIRE, INC.	1,984.52
165225	PARTS AUTHORITY METRO, LLC	246.81
165226	PLUMBERS DEPOT INC	461.69
165227	POLICEONE.COM	325.00
165228	PRESS-ENTERPRISE, THE	415.80
165229	PRUDENTIAL OVERALL SUPPLY	1,086.74
165230	PYRO SPECTACULARS, INC	12,500.00
165231	QUINTANILLA, ANGELA	78.02
165232	RDO EQUIPMENT CO	70.98
165233	RECORD GAZETTE, THE	1,000.10
165234	RED HAWK SERVICES	458.81
165235	RELIABLE WORKPLACE SOLUTIONS	65.78
165236	RIVERSIDE, COUNTY OF	281.10
165237	ROBLES, DIONA FLEMING	151.11
165238	RODRIGUEZ, JESUS & ADRIANA	197.23
165239	ROMO PLANNING GROUP, INC.	13,420.00
165240	SAMPSON, LAURIE	636.87
165241	SAN BERNARDINO COUNTY SHERIFF'S	100.00
165242	SAN BERNARDINO COUNTY SHERIFF'S	100.00
165243	SAN BERNARDINO COUNTY SHERIFF'S	100.00
165244	SAN BERNARDINO COUNTY SHERIFF'S	100.00
165245	SEAVER, BONITA	2,500.00
165246	SHRED-IT USA, LLC	108.00
165247	SMART & FINAL	1,549.77
165248	STAPLES BUSINESS ADVANTAGE	1,964.85

**City of Banning**  
**Warrant List June 2018**

Warrant Number	Vendor Name	Warrant Amount
165249	STERLING TALENT SOLUTIONS	759.30
165250	STEVEN ENTERPRISES INC	723.13
165251	STONE, JEFF A	83.54
165252	TIME WARNER CABLE	917.99
165253	TRAMMELL, MICHAEL & MELODY	70.38
165254	TRANSACT TECHNOLOGIES	207.15
165255	UTILITY TREE SERVICE	8,800.00
165256	VERIZON WIRELESS	76.02
165257	VIRREY, ELVIA	96.11
165258	VISTA PAINT	240.97
165259	VULCAN MATERIALS	1,550.02
165260	WASTE MANAGEMENT	8,028.00
165261	WASTE MANAGEMENT OF THE	259,710.26
165262	WELDOR'S SUPPLY AND STEEL	244.03
165263	WELLS FARGO CARD SERVICES INC	1,567.95
165264	WELLS FARGO CARD SERVICES INC	840.12
165265	WESCO DISTRIBUTION, INC	387.90
165266	WESTERN MUNICIPAL WATER DISTRICT	650.00
165267	WILCE, MARLENE	122.48
165268	WILLDAN FINANCIAL SERVICES	14,873.30
165269	YUANGYAI &, JAKKRIT	452.56
165270	72 HR, LLC DBA CHEVROLET OF	42,309.38
9006248	WELLS FARGO BANK	330,881.48
9006249	CA. ST. EMPLOYMENT DEV. DEPT.	17,852.79
9006250	CA. ST. EMPLOYMENT DEV. DEPT.	5.38
9006251	INTERNAL REVENUE SERVICE	295.99
9006252	INTERNAL REVENUE SERVICE	126,243.81
9006253	TASC	4,621.16
9006254	WELLS FARGO BANK	500.00
9006255	INTERNAL REVENUE SERVICE	426.92
9006256	CALPERS 457 PLAN - 450260	35,250.47
9006257	CA. ST. PUBLIC EMPLOYEES	80,839.14
9006258	WELLS FARGO BANK	423,286.20
9006259	INTERNAL REVENUE SERVICE	164,497.70
9006260	CA. ST. EMPLOYMENT DEV. DEPT.	24,457.50
9006261	TASC	5,019.82
9006262	CALPERS 457 PLAN - 450260	56,769.51
9006263	CA. ST. PUBLIC EMPLOYEES	81,167.86
9006264	WELLS FARGO BANK	500.00
9006265	CA. ST. EMPLOYMENT DEV. DEPT.	127.70
9006266	INTERNAL REVENUE SERVICE	1,115.64
<b>Grand Total</b>		<b>5,936,448.46</b>
	<b>Less Voided / Reissued Checks from Prior Period</b>	
		<b>(863.00)</b>
	<b>Less Voided Checks Prior Period</b>	
	<b>Add Payroll Checks</b>	<b>18,552.10</b>
	<b>Total Remittance for Month</b>	<b><u>5,954,137.56</u></b>

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
981	5/1/2018	RIVERSIDE PUBLIC UTILITIES	2094		670-7000-331.20-01	INTEREST REVENUE REVENUE RCVD MAY '18	(1,345.22)
					670-7000-335.38-10	ENERGY REVENUE REVENUE RCVD MAY '18	(2,483.53)
					670-7000-335.38-17	CRR REVENUE REVENUE RCVD MAY '18	(40,628.74)
					670-7000-335.38-20	TRANS REVENUE REVENUE RCVD MAY '18	13,270.45
					670-7010-473.27-09	S & D EXPENSE POWER EXPENSES PD MAY '18	51,024.00
					670-7010-473.27-50	CAPACITY EXPENSE POWER EXPENSES PD MAY '18	1,325,289.49
					670-7010-473.27-50	ENERGY EXPENSE POWER EXPENSES PD MAY '18	181,445.53
					670-7010-473.27-70	TRANS EXPENSE POWER EXPENSES PD MAY '18	297,841.07
982	5/15/2018	ALTA PACIFIC BANK - ESCROW ACCOUNT	18597102-00-00		670-7000-333.00-00	HEMET MFG (GENESIS CONST) RETAINAGE ACCT #01-0090	0.00
983	5/25/2018	GRANDPOINT BANK - ESCROW ACCOUNT	2016-04-09 RET		670-7000-333.00-00	ENERGY EFFICIENCY POWER EXPENSES PD MAY '18	7,370.75
984	5/25/2018	GRANDPOINT BANK - ESCROW ACCOUNT	2016-04-10 RET		670-7020-473.42-58	HEMET MFG (GENESIS CONST) RETAINAGE ACCT #01-0090	0.00
164813	5/1/2018	ADVANCE WORKPLACE STRATEGIES INC	379371		670-0000-101.19-11	ENVIRONMENTAL CONSTRUCT RETAINAGE ACCT # 6011696	16,315.07
164814	5/7/2018	AL'S KUBOTA TRACTOR	115989		670-0000-101.19-10	ENVIRONMENTAL CONSTRUCT RETAINAGE ACCT # 6011696	0.00
164815	5/17/2018	ALESHIRE & WYNDER, LLP	46679		670-0000-101.19-10	ENVIRONMENTAL CONSTRUCT RETAINAGE ACCT # 6011696	2,598.78
					670-0000-233.00-00	RANDOM TESTING FEES	0.00
					001-1300-412.32-32	REPAIR TO BLOWER	159.00
					001-1300-412.32-32	BACK BLOWER REPAIR	289.50
					001-1300-412.32-32	SPRAYER, TRIMMER LOOP	1,000.00
					001-1300-412.32-32	APRIL 2018 LEGAL SERVICES	1,408.62
					001-1300-412.32-32	APRIL 2018 LEGAL SERVICES	296.49
					001-1300-412.32-32	APRIL 2018 LEGAL SERVICES	400.00
					001-1300-412.32-32	APRIL 2018 LEGAL SERVICES	312.00
164816	5/1/2018	ALLIANT INSURANCE SERVICES, INC	84076		001-1300-412.32-32	EARTHQUAKE INSURANCE PREM EFF 5/14/2018 - 5/14/2019	11,632.00
164817	5/1/2018	ALTEC INDUSTRIES, INC.	50239791	028541	001-1300-412.32-32	#623 LICENSE PLATE SIGN	432.46
164818	5/7/2018	ALVARADO, JOHN GREGORY	0100906051		001-1300-412.32-32	UB CR REFUND-FINALS 000054178	170.46
164819	5/7/2018	AMERICAN NATIONAL RED CROSS	P11003401C9	028972	001-1300-412.32-32	SALES TAX	(4.49)
164820	5/7/2018	ANIXTER, INC	3885628-01		001-1300-412.32-32	FIRST AID KIT FOR PIKS TRU	69.44
			3885628-01		001-1300-412.32-32	CLIP FOR ELBOW PO NUM 028757	1,531.27
			3885628-01		001-1300-412.32-32	4 INCH WIRE CLAMP PO NUM 028757	1,317.31
			3885628-01		001-1300-412.32-32	WASHERS PO NUM 028757	149.77
			3885628-01		001-1300-412.32-32	UB CR REFUND-FINALS 00005366	269.38
164821	5/7/2018	ARB INC	0010094011		001-1300-412.32-32	2018 VISION REIMBURSEMENT	155.66
164822	5/7/2018	ARIAS, JOE	013654		001-1300-412.32-32	WEBSTER, A, WIFE 5/12/2018	110.00
164823	5/1/2018	ARROW STAFFING SERVICE	103730		001-1300-412.32-32	WEBSTER, A, WIFE 5/19/2018	777.55
164824	5/7/2018	ARTISTIC MAINTENANCE, INC.	162174-IN	028706	001-1300-412.32-32	CITY PROPERTY LANDSCAPE	454.74
			162174-IN		001-1300-412.32-32	CITY PROPERTY LANDSCAPE	590.00
			162174-IN		001-1300-412.32-32	CITY PROPERTY LANDSCAPE	700.00
			162174-IN		001-1300-412.32-32	CITY PROPERTY LANDSCAPE	213.94
			162174-IN		001-1300-412.32-32	CITY PROPERTY LANDSCAPE	1,500.00
			162174-IN		001-1300-412.32-32	CITY PROPERTY LANDSCAPE	213.84
			162174-IN		001-1300-412.32-32	USED OIL RECYCLING	35.00
164825	6/7/2018	ASBURY ENVIRONMENTAL SERVICES DBA	1500-00329851	028702	001-1300-412.32-32	TUITION REIMBURSEMENT '18 MODERN MANAGEMENT/RESEARCH	1,016.00
164826	6/7/2018	AVILA, VINCENT	TUITION 5/2018		001-1300-412.32-32	POLICE OFFICER ASSOC DUES MAY 2018	2,450.00
164827	6/7/2018	BANNING POLICE OFFICERS ASSOC	MAY 2018		001-1300-412.32-32	CONCRETE & PALLET DEP	169.64
164828	6/7/2018	BEAUMONT DO IT BEST HOME CENTER	455327	028527	001-1300-412.32-32	PKS SUPPLIES	72.15
			455327		001-1300-412.32-32	GLOVES CINCH TIES	20.01
			455327		001-1300-412.32-32	PUMP, PULLEY, DISTRIBUTOR	92.38
			455327		001-1300-412.32-32	BAKED FLEX	6.24
			455327		001-1300-412.32-32	TP	5.33
			455327		001-1300-412.32-32	NUTS AND BOLTS	14.83
			455327		001-1300-412.32-32	WHITE MARKING PAINT	41.96
			455327		001-1300-412.32-32	BAKED FLEX & 3" TABS	27.78
			455327		001-1300-412.32-32	SIMPLE GREEN & SCREWS	31.00
			455327		001-1300-412.32-32	PISTOL NOZZLE/RWP	7.32
			455327		001-1300-412.32-32	BRASS FLOAT VALVE	37.88
			455327		001-1300-412.32-32	METAL EXTENSION POLE	10.44
			455327		001-1300-412.32-32	455327	

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
164928	4/3/2018	BEAUMONT DO IT BEST HOME CENTER	456313	028527	001-3200-412.30-06	BRASS FLOAT VALVE & SHUTOFF ROLLER,PAINT & BRUSH	12.48
			456329	028527	855-9500-480.90-30	COOLER & GLOVES	37.84
			456336	028527	001-3600-461.36-00	WIRE, PLUG & CONNECTOR	59.24
			456374	028527	001-3200-412.30-06	BRUSH, SEALANT, CUTTER	14.33
			456406	028527	001-3200-412.30-02	PK SUPPLIES	90.50
			456407	028527	001-3600-461.36-00	SAFETY GLASSES & SCREWS	26.67
			456485	028527	106-4900-481.36-02	WHITE MARKING PAINT	39.18
			456492	028527	001-4000-461.36-09	SPRAY BOTTLES	20.98
			456583	028527	001-3600-461.36-00	BIT & SAW BLADE	5.37
			456593	028527	106-4900-431.36-00	PLUMBING PARTS & ANT KILL	7.63
			456606	028527	001-3200-412.30-02	S SCREWS	18.38
			456622	028527	100-4900-471.36-00	SAWZALL BLADE	3.56
			456637	028527	100-4900-431.36-00	FLUORESCENT BULB	24.77
			456653	028527	001-3200-412.30-02	BATTERIES, PROPANE	21.53
			456658	028527	001-4000-461.36-09	GLOVES	17.79
			456774	028527	001-3600-461.36-00	SUPPLIES	18.31
			456795	028527	001-4010-461.36-09	BRUSH & FLEX SEAL	179.01
			456916	028527	001-3200-412.30-02	COUPLING	66.33
			457007	028527	001-3600-461.36-00	SUPPLIES	3.84
			457024	028527	001-4000-461.36-09	SUPPLIES	155.45
			457044	028527	001-4000-461.36-09	WASTEWATER PLANT WINDOWS	83.84
			457079	028527	001-3200-412.30-02	ENERGY ASSISTANCE PROGRAM REBATE AUG 2017-JAN 2018	1,195.00
			457108	028527	675-7020-473.42-36	SHORTEL PHONES	122.48
			457119	028584	670-7000-473.38-46	PHONE LTD PREMIUMS MAY 2018	720.28
			JUN/14/2018		001-4600-204.80-13	WARREN WOODSTOCK RENEWAL COLL SYS MAINT GRADE 3	637.00
			457149		080-5600-454.23-03	KIERAN PATRICK RENEWAL CWEA MEMBERSHIP 2018	95.00
			457159		650-6300-471.23-03	MICHAEL LYNCH RENEWAL CWEA MEMBERSHIP 2018	180.00
			457168		650-6300-471.23-03	JASON VAZQUEZ - RENEWAL CWEA MEMBERSHIP 2018	180.00
			457178		001-4000-218.22-22	UB CR REFUND-FINALS 000009200	22.32
			457188		001-4000-471.45-16	RESPIRATORS	58.84
			457198		670-7000-473.45-16	RESPIRATORS	58.84
			457208		675-3100-480.90-56	FOLDING MACHINE APRIL '18	347.61
			457219		675-3100-480.90-56	FOLDING MACHINE MAY 2018	272.61
			457239		028680	FOLDING MACHINE LEASE	272.61
			58187	028718	001-2700-442.33-14	APR-2018 BLDGS&SRVCS	9,869.00
			11750	028801	001-3200-412.30-02	PD WOMEN'S RESTROOM	132.97
			580976149	029008	001-4010-461.36-09	FIRST AID SUPPLIES	236.26
			580976190	029007	001-4010-461.36-09	FIRST AID SUPPLIES	70.10
			580976191	029009	001-4050-461.36-00	FIRST AID SUPPLIES	209.97
			580976192	029006	001-4010-461.36-09	FIRST AID SUPPLIES	236.26
			580976193	029010	001-4000-461.36-00	FIRST AID SUPPLIES	209.97
			329614-06/15/38		001-1000-204.50-00	TERM LIFE PREMIUMS MAY 2018	1,647.27
					001-0000-204.80-02	CANCER PREMIUMS MAY 2018	1,886.56
					001-0000-204.80-03	UNIVERSAL LIFE PREMIUMS MAY 2018	2,536.38
					001-0000-204.80-09	ACCIDENT PREMIUMS MAY 2018	3,059.33
					001-0000-204.160-11	SUPPLEMENTAL DISABILITY MAY 2018	5,968.04
					001-0000-204.80-12	Critical Illness Premiums May 2018	1,609.64
					001-0000-204.80-16	HOSPITAL CONFINEMENT PREM MAY 2018	1,120.61
					675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -MAR 2018	38.08
					001-3200-412.30-21	UPGRADED INTERNET SECURIT	4,300.00
					001-4000-461.36-09	AC/ REPAIR AT CITY HALL	345.00
					703-3700-480.30-17	SOCCER MEDALS	290.93
					001-3200-412.30-21	UPGRADED INTERNET SECURIT	1,440.00
					001-0000-461.36-09	ENERGY ASSISTANCE PROGRAM REBATE APR 2017-SEP 2017	2,984.09
					703-3700-480.30-19	UB CR REFUND-FINALS 00005556	202.20
					001-0000-218.22-22	UB CR REFUND-FINALS 000002364	177.66
					001-0000-218.22-22	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017-MAR 2018	18.29
					675-7020-473.42-36		93.62

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
164852	6/7/2018	FAREWEST LINE SPECIALTIES	255173	028991	650-7000-473-25-02	HARD HAT TOOL BOARD,OVERA, HARD HAT,TOOL BOARD,OVERA	327.56
164853	6/7/2018	FASTENAL	CABAN12724	028747	670-7000-473-45-16	SAFETY VESTS	569.57
164854	6/7/2018	FISHER, ROBERT	MEALS 6/17-21		001-4900-421-36-00	POST MANAGEMENT CLASS 113 IN SAN DIEGO	342.08
164855	6/7/2018	FLEET SERVICES INC	05P11353	028871	702-3800-480-38-52	#221 DRYER AIR ASM	128.00
164856	6/7/2018	FOX OCCUPATIONAL MEDICAL CENTER	55361-93568		001-3600-461-31-32	VALDIVIA DOT EXAM	725.81
					100-4900-421-31-32	COLINS & CABALLERO DOT EXAM	40.00
164857	6/7/2018	FRASER, CATHERINE	000056595		001-4000-218-22-22	UB CR REFUND-FINALS 000001946	80.00
164858	6/7/2018	FRONTIER COMMUNICATIONS	2091834027401AY18		001-4500-412-26-05	209-188-4027 MAY 16,2018 - JUN 15,2018	438.75
164859	6/7/2018	GAS COMPANY, THE	1339-2479007MAY18		001-5100-425-26-06	408 5 HATHAWAY ST APR 20,2018 - MAY 21,2018	84.75
			1464-181176MAY18		001-5000-412-26-06	99 E RAMSEY ST APR 16,2018 - MAY 15,2018	18.71
164860	6/7/2018	GRANGER	9-84239980	028641	670-7000-473-45-16	SHOVELS/LUBRICANT	47.43
					080-8000-454-45-16	SHOVELS/LUBRICANT	75.36
164861	6/7/2018	HAAKER EQUIPMENT COMPANY	9785132961	028641	001-3200-412-30-02	FLUORESCENT LAMP	75.35
164862	6/7/2018	HOLLAND, RAJUSHANAH	C54547	028634	702-3800-480-38-52	SWIVEL, 1" 90 DEG	35.92
164863	6/7/2018	HOME DEPOT #987	4100478		001-3200-412-30-02	PAINT, SPONGES & FLOAT	27.13
164864	6/7/2018	HSIEH, JASON JA	000161653		001-0000-218-22-22	UB CR REFUND-FINALS 0000014522	2.87
164865	6/7/2018	I.B.E.W. LOCAL 47	WIA Y 2018		001-0000-204-53-00	GEN / UTILITY UNION DUES MAY 2018	113.47
164866	6/7/2018	I.B.E.W. LOCAL 47 (PAC)	WIA 2018		001-0000-204-80-01	GEN / UTILITY UNION DUES MAY 2018	7,572.64
164867	6/7/2018	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20180608		001-0000-204-80-10	GEN / UTILITY UNION DUES MAY 2018	60.00
164868	6/7/2018	ICMA RETIREMENT TRUST 457	20180608		001-0000-204-16-00	PAYROLL SUMMARY	2,121.27
164869	6/7/2018	INFOSEND, INC	135722	028949	001-0000-218-22-22	PAYROLL SUMMARY	1,127.85
164870	6/7/2018	LO LYNCH, INC	0001655895		001-0000-218-23-01	PROP 218 NOTICE & MAILING	4,064.70
164871	6/7/2018	LEIDOS ENGINEERING, LLC	INV-0004530835	027350	001-0000-218-23-01	PROP 218 NOTICE & MAILING	4,064.70
					0680-8000-454-23-01	PROP 218 NOTICE & MAILING	260.83
164872	6/7/2018	LEXISNEXIS RISK SOLUTIONS	160860120180228		001-0000-218-23-22	UB CR REFUND-FINALS 0000054314	1,416.00
			160860120180311		001-0000-218-23-31	PUBLIC WORKS/RELATED SERV	414.00
			160860120180430		001-0000-218-23-31	PUBLIC WORKS/RELATED SERV	100.00
			160860120180531		001-2200-421-41-20	FEBRUARY 2018 SUBSCRIPTION BILLING ID # 1608601	100.00
					001-2200-421-41-20	CUSTOMER SRVC BUSS CARDS	43.10
					001-2200-421-41-20	GREEN DOOR HANGERS	152.72
					001-2200-421-41-20	MUNICIPAL UTILITY SLIPS	284.46
					001-2200-421-41-20	BUSINESS CARDS	129.30
					001-2200-421-41-20	OPERATION DEFECT REPORTS	204.94
					001-2200-421-41-20	TENNIS COURT LIGHT REPAIR	1,310.74
					001-2200-421-41-20	CUSTODIAL SER - CITY HALL	1,716.99
					001-2200-421-41-20	CUSTODIAL SER - CITY YARD	401.87
					001-2200-421-41-20	CUSTODIAL SER - WATER S.	265.79
					001-3200-412-33-18	CUSTODIAL SER - FLEET S.	128.54
					001-3200-412-33-18	CUSTODIAL SER - CORP YARD	354.64
					001-3200-412-33-18	ENERGY ASSISTANCE PROGRAM REBATE NOV 2017-APR 2018	753.65
					001-3200-412-33-18	PAYOUT SUMMARY	105.06
					001-3200-412-33-18	PRONTO	(33.07)
					001-3200-412-33-18	CREDIT WEAR PAD	33.07
					001-3200-412-33-18	#221 WEAR PAD	125.00
					001-3200-412-33-18	PAYOUT SUMMARY	4,976.82
					001-3200-412-33-18	DOLLAR TREE/LYNN LOMELI BINGO SUPPLIES SR CENTER	21.24
					001-4000-204-25-00	DOLLAR TREE/ANA SANDOVAL SR CENTER CENTERPIECES	19.40
					100-4900-413-13-00	610-500-434-23-04	6.70
					702-3800-480-35-00	MMF POS/SCOTT FOSTER KEY FOR CASH REGISTER	14.83
					001-4010-461-36-09	DOLLAR TREE/ANA SANDOVAL INCO DE MAYO CENTERPIECE	12.93
					201-4050-446-36-65	DOLLAR TREE/ANA SANDOVAL SR CENTER BINGO SUPPLIES	10.98
164884	6/7/2018	PETTY CASH CUSTODIAN-SR CENTER	4172				

City of Banning  
Warrant List Detail June 2018

Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
164884	6/1/2018	PETTY CASH CUSTODIAN-SR CENTER	3173		201-01060-446-36-55	DOLLAR TREE/AMANDA MORGAN SR CENTER BINGO PRIZES	17.44
			3174		201-01060-446-36-65	DOLLAR TREE/ANNA SANDOVAL SR CENTER BINGO PRIZES	23.36
			3175		201-01060-446-36-65	BIG 5 / AMANDA MORGAN POOL TABLE SUPPLIES	23.67
			3176		201-01060-446-36-65	DOLLAR TREE/ANNA SANDOVAL SR CENTER BINGO PRIZES	19.29
164885	6/1/2018	PRATT, EDWARD	SEP 17 - FEE 18		675-7020-473-42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017-FEB 2018	162.22
164886	6/1/2018	PRE-PAID LEGAL SERVICES, INC	MAY 2018		001-04990-204-80-07	PREPAID LEGAL PREMIUMS	260.11
164887	6/1/2018	PRUDENTIAL OVERALL SUPPLY	22521013	028553	670-7090-473-25-02	UNIFORMS INVOICE DATE 11/21/2017	152.59
			225238527	028553	702-3800-480-23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480-25-02	FLEET UNIFORMS & TOWELS	557.10
			22542517	028553	670-7000-473-25-02	UNIFORMS	137.45
			22609640	028553	670-7000-473-25-02	UNIFORMS	139.29
			22613465	028553	702-3800-480-23-16	FLEET UNIFORMS & TOWELS	10.36
			22613467	028553	702-3800-480-25-02	FLEET UNIFORMS & TOWELS	17.90
			22613474	028553	100-4900-431-25-02	STREET UNIFORMS	10.65
			22613481	028553	001-3200-412-25-02	BUILDING MAIN. UNIFORMS	5.68
			22616963	028553	001-3200-473-25-02	BUILDING MAIN. UNIFORMS	170.29
					670-7000-473-25-02	ELECTRIC DEPT UNIFORMS	20.75
					670-7000-473-25-02	UNIFORM SERVICE	43.43
					670-7000-473-25-02	UNIFORM SERVICE	3.89
			22617340	028553	702-3800-480-23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480-25-02	FLEET UNIFORMS & TOWELS	17.90
			22617342	028553	100-4900-431-25-02	STREET UNIFORMS	10.65
			22617344	028553	001-3600-4161-25-02	PARKS & STREET UNIFORMS	12.30
					100-4900-431-25-02	PARKS & STREET UNIFORMS	3.60
			22617350	028553	001-3200-412-25-02	BUILDING MAIN. UNIFORMS	5.68
			22617354	028553	670-7000-473-25-02	ELECTRIC DEPT. UNIFORMS	139.29
			001155481	028525	001-2800-441-23-01	ORDINANCE 1520	40.15
					001-3000-442-23-01	ORDINANCE 1520	40.15
			001155482	028525	001-2200-4721-23-01	ORDINANCE 1521	69.35
			001155492	028525	001-2200-4721-23-01	ORDINANCE 1522	350.45
					001-3200-412-30-01	CITY YARD GATE REPAIR	422.45
			18-58564	028698	001-3200-412-30-01	OVERAGE ON COPIES	82.56
			A1677062	028519	001-4050-461-30-06	UB CR REFUND #00016602	49.22
			000063847		001-4000-218-22-22	ENERGY ASSISTANCE PROGRAM REBATE NOV 2017-APR 2018	84.82
			001155483		001-2800-441-23-01	REAL ESTATE FRAUD TRUST 1165 E RAMSEY ST	10.00
					001-2740-442-23-07	RELEASE PEND/LIEN BY GOV 1165 E RAMSEY ST	24.00
			001155484		001-2740-442-23-07	REAL ESTATE FRAUD TRUST 2174 W MONROE ST	10.00
					001-2740-442-23-07	REAL ESTATE FRAUD TRUST 471 W GEORGE ST	12.00
			001155485		001-2740-442-23-07	RELEASE PEND/LIEN BY GOV 471 W GEORGE ST	10.00
					660-6300-471-41-05	2017 PROPERTY TAXES BILL # 000343374	287.53
			54-12500004-2-18		660-6300-471-41-05	2017 PROPERTY TAXES BILL # 000343375	287.53
			54-12500006-4-18		150-900-431-36-00	STREET SIGN MOUNT & POSTS	752.20
			15793		001-0400-204-51-00	SBPDE DUES FOR MAY 2018	876.74
			15818	028545	001-0100-218-22-22	UB CR REFUND #000055026	50.00
			15819		660-6300-471-27-14	PURCHASE STATE WATER PROJ APRIL 2018	17,118.00
			15820		675-7020-473-12-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 2017-JAN 2018	180.12
			15821		001-1210-412-23-05	HOTEL ACCOMMODATIONS TREASURE ISLAND	790.71
			15822		001-1300-412-25-09	MILEAGE TO & FROM ICSC 2018 CONF LAS VEGAS	161.87
					001-0900-218-22-22	TUITION REIMBURSEMENT 5/18 ADVANCED ERGONOMICS	1,912.29
					675-7000-473-42-36	UB CR REFUND-FINALS 00008920	349.93
					675-7000-473-42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017-MAR 2018	131.93
					675-7000-473-42-36	HIGHLAND HOME RD 15 / O APR 1,2018 - MAY 1,2018	59.68
					660-6300-471-25-04	WELL 11, 7072 PLANT E-5 APR 13-2018 - MAY 14,2018	82.89
					660-6300-471-25-04	WELL 9, 7070 PLANT D-5 APR 13-2018 - MAY 14,2018	46.84
					660-6300-471-26-04	WELL 10, 7071 PLANT E-5 APR 13-2018 - MAY 14,2018	46.05
					660-6300-471-26-04	WELL 12, 7073 PLANT D-5 APR 13-2018 - MAY 14,2018	122.09
					660-6300-471-26-04	DELRITA BOISTER STATION PLANT APR 13-2018 - MAY 14,2018	77.93
					670-7000-473-27-11	APRIL 2018 MONTHLY DUES	1,027.27

Warrant List Detail June 2018  
City of Banning

Warrant List Detail June 2018

City of Banning  
Warrant List Detail June 2018

Warrant List Detail June 2018

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
164962	5/14/2018	GAS COMPANY, THE	194993624086Y18		100-4300-431-25-06	176 E LINCOLN ST APR 23,2018 - MAY 22,2018	30.67
164963	5/14/2018	GOTHIER, E THOMAS	00400628579	13-597-102-6	650-6300-471-25-06	176 E LINCOLN ST APR 23,2018 - MAY 22,2018	61.35
164964	5/14/2018	HEMET MANUFACTURING COMPANY, INC	10488511		670-7600-473-25-05	176 E LINCOLN ST APR 23,2018 - MAY 22,2018	61.35
164965	5/14/2018	HI-LINE UTILITY SUPPLY CO	1013051	0288330	001-0000-218-22-22	UB CR REFUND 000050288	13.53
164966	5/14/2018	HOME DEPOT #8987	1053052	028852	663-4000-233-00-00	PROJECT 2016-Q2W - RETAINAGE	(6,733.88)
164967	5/14/2018	HOO, JILL G	4022550	028852	653-6300-471-95-05	PROJECT 2016-Q2W	134,677.60
164968	5/14/2018	ICMA RETIREMENT TRUST 457	201806572		001-0000-201-10-00	SALES TAX	(76.96)
164969	5/14/2018	INLAND WATER WORKS SUPPLY CO.	51012069 0082		670-7600-473-45-15	CANISTER/BAGS/KNIVES	1,242.12
164970	5/14/2018	ITRON, INC.	51012069 003		001-3200-412-30-02	METAL-HALIDE OUTDOOR LIGHT	161.63
164971	5/14/2018	KIEFER SWIM PRODUCTS	4761791	028814	670-7000-473-45-05	40AMP 24HR TIMER	148.65
164972	5/14/2018	KOLLER, MARIE V.	740063		650-6000-131-00-00	CONCRETE, VACUUM	187.60
164973	5/14/2018	KRUEGER, BONNIE			660-6100-471-45-16	CONCRETE, VACUUM	45.10
164974	5/14/2018	LITHOPASS PRINTING, FORMS,	0288335		670-7000-473-45-16	CONCRETE, VACUUM	214.41
164975	5/14/2018	LSA ASSOCIATES, INC	028750		670-7000-473-45-16	CONCRETE, VACUUM	6.53
164976	5/14/2018	MC AVODY & MARKHAM	1519653		670-7000-473-45-16	CONCRETE, VACUUM	13.96
164977	5/14/2018	MC CAFFERTY, CLELL	15259-3		670-7000-473-45-16	20GA GALV POULTRY NETTING	17.50
164978	5/14/2018	MERCURY FUELS, INC	15259-3		670-7000-473-45-16	INSTRUCTOR-TAI CHI CLASS MAY 2018	75.38
164979	5/14/2018	METEAU, ROBERT	15259-3		670-7000-473-45-16	PAYROLL SUMMARY	119.12
164980	5/14/2018	MILLER, THOMAS	15259-3		670-7000-473-45-16	20 OZ WHITE PAINT PO NUM 028785	10.83
164981	5/14/2018	MMI SOLUTIONS, INC	15259-3		751-3110-480-30-06	20 OZ WHITE PAINT PO NUM 028785	2,839.88
164982	5/14/2018	MORGAN, DEIDRA J	15259-3		761-3110-480-30-17	SOFTWARE/HARDWARE MAINT	3,486.41
164983	5/14/2018	MYERS & SONS HI-WAY SAFETY INC.	15259-3		761-3110-480-30-17	SOFTWARE/HARDWARE MAINT	(15.49)
164984	5/14/2018	NAPA AUTO PARTS	05-5020		761-3110-480-30-17	SALES TAX	215.39
164985	5/14/2018	NEGRETE, JUAN	0160943815		761-3110-480-30-17	SUNSCREEN	16.80
164986	5/14/2018	NOBEL SYSTEMS, INC	14322		761-3110-480-30-17	INSTRUCTOR - DRAMA CLASS MAY 2018	179.97
164987	5/14/2018	OFFICE DEPOT	14322		761-3110-480-30-17	ENERGY ASSISTANCE PROGRAM REBATE MAY 2017 - OCT 2017	96.27
164988	5/14/2018	ONLINE INFORMATION SERVICES	14322		761-3110-480-30-17	ENERGY ASSISTANCE PROGRAM REBATE APR 2017 - APR 2018	43.10
164989	5/14/2018	P&P UNIFORMS	14322		761-3110-480-30-17	BUSINESS CARDS/SHOVE	2,329.63
					761-3110-480-30-17	ON-CALL CONSULTATION	72,134.66
					761-3110-480-30-17	CENTRON OPEN WAY FM165 PO NUM 028079	211,251.50
					761-3110-480-30-17	CENTRON OPEN WAY FM165 PO NUM 028325	94.70
					761-3110-480-30-17	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017 - MAY 2018	94.70
					761-3110-480-30-17	FEDERAL OIL SPILL CR INV 20215742	(18.29)
					761-3110-480-30-17	FEDERAL OIL SPILL CR INV 20215742	9,518.59
					761-3110-480-30-17	AVIATION FUEL -AVCA DELIVERED - 05/21/2018	5,717.99
					761-3110-480-30-17	PHRA WORKSHOP REIMBURSMNT COACHELLA VALLEY 5/16/18	497.10
					761-3110-480-30-17	PARKING & TRANSPORTATION CMUA 2018 ANNUAL MTNG	66.39
					761-3110-480-30-17	PROF SVCS	800.00
					761-3110-480-30-17	PROF SVCS -TOT TIME MAY 2018	122.50
					761-3110-480-30-17	STREET SIGNS & SUPPLIES	5,717.99
					761-3110-480-30-17	BATTERY CHARGER	497.10
					761-3110-480-30-17	UB CR REFUND-FINALS 0000156318	770.40
					761-3110-480-30-17	GS UPDATES	685.55
					761-3110-480-30-17	GS UPDATES	126.03
					761-3110-480-30-17	NOTES, PENS TAPE CUPS	252.06
					761-3110-480-30-17	NOTES, PENS TAPE CUPS	63.12
					761-3110-480-30-17	ONLINE UTILITY SERVICE	212.27
					761-3110-480-30-17	POL KJACET FOR PO NIETO ORG INV DATE 2/08/2018	818.89
					761-3110-480-30-17	POL KJACET FOR PO NIETO ORG INV DATE 2/08/2018	146.51
					761-3110-480-30-17	VELCRO TIP BELTS,AVILA ORG INV DATE: 03/22/2018	818.89
					761-3110-480-30-17	BLK JACKET FOR S,AVILA ORG INV DATE: 03/26/2018	11.56
					761-3110-480-30-17	VELCRO TIP BELT ORG INV DATE: 03/26/2018	813.88
					761-3110-480-30-17	PARAGON LVL FOR NIETO	29.08
					761-3110-480-30-17	PO UNIFORM & EQUIPMENT	53.16
					761-3110-480-30-17	DISPATCH UNIFORM STONE	
					761-3110-480-30-17	PARAGON LVL FOR S,AVILA	
					761-3110-480-30-17	(4) KEEPERS FOR MACIAS	
					761-3110-480-30-17	PD UNIFORM & EQUIPMENT	
					761-3110-480-30-17	HANDCUFFS FOR MUÑOZ	
					761-3110-480-30-17	CUFF CASE FOR MUÑOZ	

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
164989	5/14/2018	P & P UNIFORMS	4147014	028875	001-22200-421.36-04	DUTY BELT FOR MACIAS	70.03
			4147154	028875	001-22210-421.36-04	TAC LITE PANTS FOR STONE	53.86
			4147194	028875	001-22200-421.36-04	BK JACKET FOR MACIAS	168.76
			4147204	028875	001-22200-421.36-04	WMS POLOS FOR LKESTER	114.19
			4147214	028875	001-22200-421.36-04	8 TROOPER SIDE-ZIP SM	159.46
			B7524U4	028875	001-22200-421.36-04	WMS STRYKE PANT FOR LK	80.80
			052218	028915	000-51010-355.36-04	MONTHLY VST INSPECTION	314.55
					002-38900-480.30-06	MONTHLY VST INSPECTION	100.00
164990	5/14/2018	PACKHAM & TOOHEY, INC	0512371034	028583	702-38000-480.38-52	AIR & FUEL FILTER	341.93
			062-38779	028583	702-38000-480.38-52	#243 OIL FILTER	124.99
			062-391613	028583	702-38000-480.38-52	STOCK- OIL FILTER	8.88
			062-411779	028583	702-38000-480.38-52	#825 IND HYDRAULIC	25.41
			091-0118627	028583	702-38000-480.38-52	CREDIT - REMAN STARTER	70.47
			091-018784	028583	702-38000-480.38-52	CREDIT - CALIPER W/BRACKT	(148.95)
			091-1040359	028583	702-38000-480.38-52	#110 AIR FILTER	108.94
			091-1041144	028583	702-38000-480.38-52	#242 OIL FILTER	36.31
			091-104186	028583	702-38000-480.38-52	#602 WHEEL NUT	40.08
			091-1041387	028583	702-38000-480.38-52	#602 AIR FILTER	5.40
164991	5/14/2018	PARTS AUTHORITY METRO, LLC	091-104275	028583	702-38000-480.38-52	#27 CABIN, OIL & AIR FILT	18.72
			091-104544	028583	702-38000-480.38-52	#225 REMAN STARTER	148.95
			091-104921	028583	702-38000-480.38-52	#825 OIL, AIR & FUEL FILT	67.24
			091-105060	028583	702-38000-480.38-52	INV- OIL FILTER	7.54
			091-105135	028583	702-38000-480.38-52	#226 PR-EACH/BK-10	0.55
			091-105378	028583	702-38000-480.38-52	#227 CABIN, OIL & AIR FILT	16.53
			091-105771	028583	702-38000-480.38-52	#228 REMAN STARTER	2.60
			091-105772	028583	702-38000-480.38-52	#110 THERMOSTAT	171.90
			091-105862	028583	702-38000-480.38-52	STOCK- GREEN CONC, PK WWW,	13.59
			091-105866	028583	702-38000-480.38-52	#231 BYPASS CAP	2.60
			091-105904	028583	702-38000-480.38-52	#231 ZEREX ANTFREEZE	78.68
			091-105949	028583	702-38000-480.38-52	#226 PR-EACH/BK-10	30.76
			091-106149	028583	702-38000-480.38-52	#609 RADIATOR CAP	79.74
			091-106186	028583	702-38000-480.38-52	#230 SEMI IMPAD & ROTOR	365.40
			091-106202	028583	702-38000-480.38-52	#231 OIL DRAIN PLUG & FILT	43.96
			090096733	028583	001-00000-218.22-22	UIC CR REFUND-FINALS 0000011708	56.55
				028534	001-00000-471.30-02	PORT POE SWITCH	82.45
			P0-384653	028534	650-00000-131.00-00	HOSE, TIGER TAIL W/ROPE PO NUM 028784	1,188.85
			0011116135	028572	001-27-40-442.23-01	LEGAL ADVERTISING	5,543.74
			346506	028988	001-22000-421.36-01	TASER SUPPLIES	
			226193310	028553	650-00000-471.25-12	UNIFORMS - WATER	
			226133319	028553	650-00000-454.25-02	UNIFORMS - WASTEWATER	
			22613391	028553	650-00000-471.25-12	UNIFORMS - WATER	
			22616960	028553	650-00000-454.25-02	UNIFORMS - WASTEWATER	
			22620759	028553	650-00000-454.25-02	UNIFORMS - WASTEWATER	
				028553	650-00000-434.23-16	UNIFORM SERVICE	
				028553	650-00000-454.25-02	UNIFORM SERVICE	
				028783	702-38000-480.38-52	FLEET UNIFORMS & TOWELS	
				028783	702-38000-480.38-52	PHN-CARAGE MOB	
				028525	001-28000-441.23-01	PHN-TIM 39298	
				028525	001-32000-412.25-02	BUILDING MAIN UNIFORMS	
				028525	001-32000-412.25-02	BELT & COOLING BLADE	
				028519	001-28000-441.23-01	PHN-CANNABIS ZTA 18-97501	
				028519	001-22000-421.30-06	LANIER ADMIN & CODE	
				028519	001-22000-421.30-06	LANIER RECORDS PRINTER	
				028519	001-22000-421.30-06	LANIER/DB PRINTER	
				028519	001-2740-442.23-07	REAL ESTATE FRAUD TRUST VACANT LAND	
						RELEASE PEND/LEN BY GOV VACANT LAND	

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	RIV. CO. CLERK RECORDER	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165002	6/1/14/2018	RIV. CO. CLERK RECORDER		APN 541-232-017		001-2740-442-23-07	REAL ESTATE FRAUD TRUST 741 E PLAZA ST	20.00
165003	6/1/14/2018	RIV. CO. CLERK RECORDER		APN 554-152-024		001-2740-442-23-07	RELEASE PEND/LIEN BY GOV 741 E PLAZA ST	24.00
165004	6/1/14/2018	RIV. CO. CLERK RECORDER		APN 540-121-005		001-2740-442-23-07	REAL ESTATE FRAUD TRUST 1485 N HARGRAVE ST	10.00
165005	6/1/14/2018	RIV. CO. COMMUNITY HEALTH AGENCY	RODRIGUEZ, CHEYENNE & YOLANDA ROSAS PARRA, & MARIA DE JESUS	1010319495	001-3200-412-41-04	001-4000-451-41-04	REAL ESTATE FRAUD TRUST 1122 W WILLIAMS	12.00
165006	6/1/14/2018	RODRIGUEZ, CHEYENNE & YOLANDA ROSAS PARRA, & MARIA DE JESUS	1010319515	001-3200-412-41-04	001-4000-451-41-04	ACCT #AR0078556 FA0037665 99 F RAMSEY ST, CITY HALL	12.00	
165007	6/1/14/2018	RUEHLE, TARA SHAWN M	SAFEGUARD BUSINESS SYSTEMS INC	0060191735	001-3200-412-41-04	001-4000-451-41-04	ACCT #AR0078556 FA0037667 789 N SAN GORGONIO AVE	827.00
165009	6/1/14/2018	SAFEGUARD BUSINESS SYSTEMS INC	SAN GORGONIO PASS DESIGN AND PRINT	028041	001-3200-412-41-04	001-4000-451-41-04	ACCT #AR0078556 FA0037680 200 S HATHAWAY ST- AIRPORT	1,698.00
165010	6/1/14/2018	SCCI, INC. DBA		1010319327	001-3200-412-41-04	001-4000-451-41-04	PLANNING SERV./ FINALS 000012618	161.86
165011	6/1/14/2018	SHRED-IT USA, LLC		028977	001-3200-412-41-04	001-4000-451-41-04	UB CR REFUND-FINALS 000012618	6,380.00
165012	6/1/14/2018	SIMPSON &, EDWARD E		028536	001-3200-412-41-04	001-4000-451-41-04	INSTRUCTOR - BALLET CLASS MAY 2018	5.37
165013	6/1/14/2018	SIMPSON &, EDWARD E		028656	001-3200-412-41-04	001-4000-451-41-04	INSTRUCTOR - BALLET CLASS MAY 2018	266.00
165014	6/1/14/2018	SITEONE LANDSCAPE SUPPLY		028656	001-3200-412-41-04	001-4000-451-41-04	PAYOUT/AP CHECK STOCK	793.88
165015	6/1/14/2018	SMART & FINAL		028870	001-3200-412-41-04	001-4000-451-41-04	ROUNDUP AND LESCO TRACKER	36.64
165016	6/1/14/2018	SMITH, GREG		028870	001-3200-412-41-04	001-4000-451-41-04	BUS CARDS CALHAN	242.44
165017	6/1/14/2018	SMITH, JASON		028870	001-3200-412-41-04	001-4000-451-41-04	300 3 PART FORMS	61.88
165018	6/1/14/2018	SMITH, JESSICA		028870	001-3200-412-41-04	001-4000-451-41-04	SAFETY MITG - 5/23/18	250.00
165019	6/1/14/2018	SMITH, LARRY & AE CHA		028870	001-3200-412-41-04	001-4000-451-41-04	SAFETY MITG - 5/23/18	250.00
165020	6/1/14/2018	SMITH, LOIS E		028870	001-3200-412-41-04	001-4000-451-41-04	PD SHRED	97.20
165021	6/1/14/2018	SOUTH COAST AIR QUALITY		028870	001-3200-412-41-04	001-4000-451-41-04	UB CR REFUND 000052020	23.50
165022	6/1/14/2018	STAPLES BUSINESS ADVANTAGE		028948	001-3200-412-41-04	001-4000-451-41-04	ROUNDUP AND LESCO TRACKER	968.93
165023	6/1/14/2018	STATEWIDE TOWING & RECOVERY, INC		028948	001-3200-412-41-04	001-4000-451-41-04	PARKS SUPPLIES	61.88
165024	6/1/14/2018	STEVEN ENTERPRISES INC		028948	001-3200-412-41-04	001-4000-451-41-04	PKS GLOVES	16.15
165025	6/1/14/2018	STOEL RIVES, LLP		028948	001-3200-412-41-04	001-4000-451-41-04	SUPPLIES	15.04
165027	6/1/14/2018	TASC		028948	001-3200-412-41-04	001-4000-451-41-04	SUPPLIES	157.88
165028	6/1/14/2018	TERMINIX COMMERCIAL		028948	001-3200-412-41-04	001-4000-451-41-04	SUPPLIES	144.18
165029	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	5K EVENT SUPPLIES	45.97
165030	6/1/14/2018	THE K.W.C. COMPANIES, INC.		028948	001-3200-412-41-04	001-4000-451-41-04	CREDIT BALANCE REFUND OVERPAYMENT	145.00
165031	6/1/14/2018	THEISER, DEREK		028948	001-3200-412-41-04	001-4000-451-41-04	TRANSPORTATION/PARKING ONTARIO AIRPORT	426.48
165032	6/1/14/2018	THESIER, DEREK		028948	001-3200-412-41-04	001-4000-451-41-04	MILEAGE TO/FROM AIRPORT	49.05
165033	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	UB CR REFUND 000046268	29.88
165034	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	UB CR REFUND 00004678	43.80
165035	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	INSTRUCTOR - GUITAR CLASS MAY 2018	14.00
165036	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	AQMD JULY 2017-JUNE 2018 5849 BRECKENRIDGE	128.61
165037	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	AQMD JULY 2017-JUNE 2018 1769 RIVIERA AVE	128.61
165038	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	AQMD JULY 2017-JUNE 2018 2850 W WESTWARD AVE	128.61
165039	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	GYM WIPE, TONER	90.79
165040	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	GYM WIPE, TONER	411.42
165041	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	DEPT OFFICE SUPPLIES	48.10
165042	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	REFUND ITEM	28.47
165043	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	OFFICE SUPPLIES	(4,03)
165044	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	OFFICE SUPPLIES	10.20
165045	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	OFFICE SUPPLIES	37.19
165046	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	OFFICE SUPPLIES	49.57
165047	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	COFFEE, PENS, PADS	45.89
165048	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	COFFEE, PENS, PADS	28.47
165049	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	EXTRAFINE RED PENS	33.28
165050	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	KERN PAT LOGAN-GRADE D4 DRINKING WA DIST OP CERT	125.00
165051	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	#226 CHAIN TOV	16,874.62
165052	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	HP L358.LB#1K	733.32
165053	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	FLUME RESTORATION PROJECT	6,500.00
165054	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	FLEX SYSTEM ADMIN FEES JUL 1,2018 - JUNE 30,2019	6,240.80
165055	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	PASS VALLEY PARK PEST CON	465.60
165056	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	PEST CONTROL- REPELLER P	9,381.55
165057	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	PEST CONTROL- CITY HALL	733.32
165058	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	PEST CONTROL- FIRE ADMIN	407.40
165059	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	PEST CONTROL- SUNSET SUB	465.60
165060	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	WATER SUP. VER. T#37298	0.00
165061	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	CRISIS INTERVENTION @BCTC MEALS JUNE 26 & 27	89.57
165062	6/1/14/2018	TIME WARNER CABLE		028948	001-3200-412-41-04	001-4000-451-41-04	125 E RAMSEY ST - PD JUN 1,2018 - JUN 30,2018	125 E RAMSEY ST - PD JUN 1,2018 - JUN 30,2018

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165033	5/14/2018	TRANSACT TECHNOLOGIES	1306210	028822	751-3100-490 36-00	THERMAL PAPER CASE-UB	104.14
165034	5/14/2018	TURBO DATA SYSTEMS INC	27973	028581	001-2200-421-23-45	APR CITATION PROCE	337.83
165035	5/14/2018	ULINE	97479597	028988	001-4010-461 89-46	3X3 MOD MAT DRAINAGE	3,374.75
165036	5/14/2018	USABLEBOOK	580740	028987	650-6300-471.45-07	ULTRASONIC TRANSMITTER	1,762.75
165037	5/14/2018	UTILITY TREE SERVICE	65628938		670-7000-473.33-17	TREE TRIM SVCS WE 5/26/18	4,400.00
165038	5/14/2018	VELA, ARTURO M	CW165105117		670-7000-473.23-17	OVERPAYMENT 66705117	(1,200.00)
165039	5/14/2018	VELARDE, MANUELA	OCT 17 W/AR 18		675-7020-473.42-36	EMERGENCY ASSISTANCE PROGRAM REBATE OCT 2017 -MAR 2018	114.96
165040	5/14/2018	VERIZON WIRELESS	907828567		001-0600-218.22-22	UB CR REFUND-FINALS 0000007634	17.04
165041	5/14/2018	WARE & FELICIA N	9808031884	028760	001-7125/7141-00001 APR 24/2018 - MAY 23/2018	ACCT # 9721570001 APR 27/2018 - MAY 26/2018	14.04
165042	5/14/2018	WARE, KENNETH	00009121	028760	070-7000-473.26-05	ACCT # 271004536-00001 APR 27/2018 - MAY 26/2018	19.93
165043	5/14/2018	WASTE MANAGEMENT OF THE	11091173	028760	070-7000-473.26-05	ACCT # 570653806-00001 APR 27/2018 - MAY 26/2018	19.98
165044	5/14/2018	WESCO DISTRIBUTION, INC	9808031884	028760	070-7000-473.26-05	ACCT # 771004535-00001 APR 27/2018 - MAY 26/2018	120.05
165045	5/14/2018	WEST COAST SAND & GRAVEL, INC.	19018	028882	001-0600-131.00-00	REFUSE FOR APRIL 2018	239,367.16
165046	5/14/2018	WESTERN RIVERSIDE COUNCIL	19018	028882	070-7000-473.45-16	CAVABLE ID LABELS	331.33
165047	5/14/2018	WHENEVER COMMUNICATIONS, LLC	94051-11829	0288831	070-7000-473.45-16	CAVABLE ID LABELS	331.33
165048	5/14/2018	AL'S KUBOTA TRACTOR	123428	028880	070-0900-131.00-00	CLEVIS PO NUM 028760	431.00
165049	5/14/2018	ARAGON GEOTECHNICAL, INC	123429	028880	070-0900-131.00-00	CTX UL COUPLING CC	1.45
165050	5/14/2018	ARTISTIC MAINTENANCE, INC.	7004	028880	070-0900-131.00-00	CTX 1" SCH 40 10' BE LEAD	177.40
165051	5/14/2018	BABCOCK LABORATORIES, INC	0023335-1N	028880	060-6300-471.30-15	BOLTS PO NUM 028760	84.31
			0023339-1N	028880	060-6300-471.30-15	CTX UL40 90 BND STD R	8.24
			11091173	028880	060-6300-471.30-15	CTX CEMENT PVC CONDUIT	5.17
			9808031884	028880	060-6300-471.30-15	CTX CEMENT PVC CONDUIT	46.55
			9808031884	028880	060-6300-471.30-15	MP518563 NUT SQUARE 5/8 PO NUM 028760	102.36
			9808031884	028880	060-6300-471.30-15	RECYCLED CLASS 2 BASE	399.27
			19018	028882	060-6300-471.30-15	TUM F PAYMENT- PRMT 18-156 4545 W RAMSEY ST	17,085.00
			19018	028882	060-6300-471.30-15	SATELLITE PHONES	278.00
			19018	0288831	060-6300-471.30-19	TRIMMER SERVICE	60.80
			19018	0288831	100-4900-431.30-06	TRIMMER SERVICE	60.80
			19018	0288849	100-4900-431.30-06	FIX CUT & DURCUT LINE	77.25
			19018	0288849	100-4900-431.30-06	CONCRETE TESTING	1,824.60
			19018	028752	111-4900-432.30-04	LMD LANDSCAPE REPAIRS	92.32
			19018	028752	111-4900-432.30-01	LMD LANDSCAPE REPAIRS	288.00
			19018	028636	110-4900-432.33-32	HALOACETIC ACIDS, TRIHALOM	1,358.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	340.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	120.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	165.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	54.00
			19018	028636	110-4900-432.33-32	TOTAL DISSOLVED SOLIDS	40.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	105.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	165.00
			19018	028636	110-4900-432.33-32	COLIFORMS P/A BY MIMO/MUG	54.00
			19018	028636	110-4900-432.33-32	GENERAL PHYSICAL ANALYSIS	20.00
			19018	028636	110-4900-432.33-32	TOTAL DISSOLVED SOLIDS	40.00
			19018	028636	110-4900-432.33-32	NITRATE-NITRO, NITRATE	40.00
			19018	028636	110-4900-432.33-32	96R-75 BATTERY	93.67
			19018	028781	110-4900-432.33-32	RECHARGE USE@NOBLE CREEK PHASE 1 APRIL 2018	3,301.56
			19018	028781	110-4900-432.33-32	RECHARGE USE@NOBLE CREEK PHASE 1 MAY 2018	3,546.12
			19018	028527	110-4900-432.33-32	JANITORIAL SUPPLIES	31.23
			19018	028527	110-4900-432.33-32	OFFICE SUPPLIES	35.40
			19018	028527	110-4900-432.33-32	POOL THERMOMETER	9.69
			19018	028570	110-4900-432.33-32	KEYS CCTR	3.23
			19018	028487	110-4900-432.33-32	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
			19018	028487	110-4900-432.33-32	TEST HOTSPOTS	1,595.69
			19018	028487	110-4900-432.33-32	HECTOR BAEZA RENEWAL COLL SYST MAINT GRADE 1	265.00
			19018	028487	110-4900-432.33-32	CALEB NAASZ - RENEWAL CWEA 9/01/18 - 8/31/19	180.00

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165059	6/1/2018	CANON FINANCIAL SERVICES, INC	187756129	028697	001-4000-461-32-06	COPIER LEASES	83.60
					1498-2215-421-32-06	SMALL TRAUMA BAG	478.95
					001-4010-461-32-06	COPIER LEASES	102.75
					010-5300-434-32-06	COPIER LEASES	83.61
					660-6300-471-32-06	COPIER LEASES	150.95
					670-7000-473-32-06	COPIER LEASES	179.98
					761-3100-470-32-06	COPIER LEASES	104.50
					001-4010-461-32-06	COPIER LEASES	261.66
					001-4010-461-36-09	SMALL TRAUMA BAG	261.66
					001-4010-461-36-09	COPIER LEASES	64.26
					660-0000-131-00-00	1 BOX COLD PACK	5,299.29
					670-7000-473-32-06	BALL CURB, COPPER TUBE PO NUM 028788	1,140.88
					702-3890-480-34-04	#241 CLUTCH REPAIRS	115.93
					702-38900-480-30-05	#240 CYLINDER REPAIRS	112.91
					702-38900-480-38-52	#234 PLATFORM LIGHT	590.31
					702-38900-480-38-52	#223 & 224 PENDANT CONTR	111.03
					702-38900-480-38-52	#54 HOSE	4,736.25
					680-8000-454-30-06	FORD LOWBOY REPAIRS	764.40
					660-6300-471-38-49	AUTOCAD LT 2019	(16,315.07)
					855-6009-233-00-00	ROOSEVELT WILLIAMS PARK - RETAINAGE	326,301.39
					855-9500-490-50-30	ROOSEVELT WILLIAMS PARK	(2,598.78)
					855-60906-233-00-00	ROOSEVELT WILLIAMS PARK - RETAINAGE	51,975.60
					855-9500-490-90-30	ROOSEVELT WILLIAMS PARK	129.15
					001-3000-442-23-04	FOIA REQ/LTR/MORONGO LAND	24.89
					001-3000-442-23-04	FOIA REQUEST LETTER	61.64
					001-5400-446-41-60	2018 TEEN CERT CLASS COSTCO	34.44
					028623	2018 TEEN CERT CLASS DOMINOS PIZZA	25.72
					028538	2018 TEEN CERT CLASS SMART & FINAL	49.97
					028538	2018 TEEN CERT CLASS SUPER SUBS+	58.16
					951-769-5052 JUN 18	951-769-5052 JUN 4 2018 - JUL 3, 2018	(31.87)
					951-849-7124 JUN 18	951-849-7124 JUN 10, 2018 - JUL 9, 2018	111.24
					951-922-3203 JUN 18	951-922-0262 JUN 4, 2018 - JUL 3, 2018	111.24
					951-922-3203 JUN 18	951-922-3203 JUN 1, 2018 - JUN 30, 2018	(0.97)
					951-922-3203 JUN 18	TI CERT EXAM FEE PAID 11/18/2017	50.00
					951-922-3203 JUN 18	TI CERT FEE REIMB PAID 04/24/2018	55.00
					3900 W WILSON ST MAY 5, 2018 - JUN 7, 2018		19.15
					COBOS, SHIRLEY W/E 6/10		4,165.00
					702-3890-480-38-52	PRESSURE ASSIST SYSTEM	153.56
					001-3200-412-30-02	VENTILATOR TURBINE	544.06
					001-3200-412-30-02	BUSINESS LICENSE SOFTWARE FEE 7/01/2018 - 6/30/2019	2,704.49
					001-3200-412-30-02	PAYOUT SUMMARY	2,173.59
					001-0000-204-80-10	PAYOUT SUMMARY	895.95
					001-0000-204-16-00	PAYOUT SUMMARY	51.68
					761-3100-480-23-02	UB BILL SERVICE 5/07/11	448.78
					761-3100-480-23-02	UB BILL SERVICE 5/07/11	131.14
					761-3100-480-33-11	UB BILL SERVICE 5/07/11	101.43
					761-3100-480-33-11	UB BILL SERVICE 5/12-5/18	921.48
					761-3100-480-23-02	UB BILL SERVICE 5/12-5/18	228.94
					761-3100-480-23-02	UB BILL SERVICE 5/12-5/18	138.52
					761-3100-480-23-02	UB BILL SERVICE 5/19-5/25	1,225.43
					761-3100-480-23-02	UB BILL SERVICE 5/19-5/25	307.28
					650-6300-471-41-46	CCR 2017 INSERT	644.83
					702-3890-480-30-05	PD- FEDERAL SIGNAL SIREN	264.00
					291621661	OFFSITE MEDIA STORAGE	468.16
					028694	PRINTER @ SR CTR	303.35
					028739	ENGINEERING SERVICES ORG INV DATE : 3/12/18	33,841.41
					027350	ENGINEERING SERVICES ORG INV DATE : 03/12/18	10,220.36
					027350	ENGINEERING SERVICES	70.00
					1H4-00045233783	674-7000-473-96-32	
					027350	674-7000-473-96-32	

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165081	6/21/2018	LEIDOS ENGINEERING, LLC	INV-0004533788	027250	674-7000-473.96-3	ENGINEERING SERVICES	70.00
			INV-0004535242	027350	674-7000-473.96-32	ENGINEERING SERVICES	453.10
					674-7000-473.96-33	ENGINEERING SERVICES	1,201.10
165082	6/21/2018	LIEBERT CASSIDY WHITMORE	INV-0004621893	027350	674-7000-473.96-32	ENGINEERING SERVICES	260.88
165083	6/21/2018	LLOYD, JEANNIE	LOC 13314718		700-50-40-480.33-11	SERVICES THRU 05/31/2018 AB1825 TRAINING	2,550.00
165084	6/21/2018	LYNCH, MIKE	TUITION 6/2018		675-7020-473.43-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	300.00
					001-1300-412.25-09	DS CERT EXAM FEE PAID 03/17/2018	155.00
					001-2200-412.33-18	DS CERT FEE - CWRCB PAID 04/29/2018	105.00
165085	6/21/2018	MERCHANTS BUILDING MAINTENANCE, LLC	483310	028754	001-3200-412.33-18	CUSTODIAL - PD MAY 2018	2,238.52
			490571	028754	001-3200-412.33-18	CUSTODIAL SERVICE	1,716.99
			490572	028754	001-3200-412.33-18	CUSTODIAL SERVICE	2,238.52
			490573	028754	001-3200-412.33-18	CUSTODIAL SERVICE	401.87
			490574	028754	001-3200-412.33-18	CUSTODIAL SERVICE	265.79
			490575	028754	001-3200-412.33-18	CUSTODIAL SERVICE	128.54
			490576	028754	001-3200-412.33-18	CUSTODIAL @ CORP. WAREHOU	354.64
			TRAVEL 5/2018		001-1300-412.23-05	FLSA ACADEMY HOTEL RADISSON BUENA PARK	260.36
			00310367	028531	001-1400-412.33-72	ADMIN SUPPORT FEE	450.00
			20180632		001-0000-204.16-00	PAYOUT SUMMARY	4,976.82
165086	6/21/2018	METTEAU, ROBERT	028887		702-3800-480.38-52	#305 MASTER CYL & CORE	39.56
165087	6/21/2018	MUNICIPAL CODE CORPORATION	028887		702-3800-480.38-52	#305 MSTR CYL	43.88
165088	6/21/2018	NATIONWIDE RETIREMENT SOLUTIONS	028887		702-3800-480.38-52	#226 STARTER & CORE	99.73
165089	6/21/2018	O'REILLY AUTO PARTS	028887		702-3800-480.38-52	#02 BATTERY & CORE CHARGE	132.61
			2678-125049	028887	702-3800-480.38-52	#69 CABIN FILTER	42.31
			2678-125460	028887	702-3800-480.38-52	#241 ALTERNATOR & CORE	279.73
			2678-126153	028887	702-3800-480.38-52	#231 BY-PASS AST	6.16
			2678-126252	028887	702-3800-480.38-52	#20 SPARK PLUG	30.13
			2678-126259	028887	702-3800-480.38-52	ALTERNATOR,STARTER,CORE RETURNS	(379.46)
			2678-126268	028887	702-3800-480.38-52	#602 TIRES & RECYCLING FEE	7.00
			2010567297	028549	702-3800-480.38-52	#602 TIRES & RECYCLING FEE	538.97
				028549	702-3800-480.38-52	INVENTORY TIRES& REC. FEE	
				028549	702-3800-480.38-52	INVENTORY TIRES& REC. FEE	562.89
			20105673021	028549	702-3800-480.38-52	#824 TIRES & RECYCLING	3.50
			20110569899	028549	702-3800-480.38-52	RECYCLING FEE	385.25
				028549	702-3800-480.38-52	RECYCLING FEE	79.74
			2020165216		001-0000-204.25-00	PAYOUT SUMMARY	1,670.15
			202180622		001-2200-421.41-20	ART CHACON - PARKING REIM CIVIL SUBPOENA	8.00
			3300		001-2200-421.41-20	VINCE AVILA - SPECIAL INV UNDERCOVER DRUG BUY	9.25
			3301		001-2200-421.41-20	PENDANT CONTROL,VAC 20'	20.00
			3302	029000	650-8000-454.30-06	INDUSTRIAL WASTE PROGRAM	890.96
				028572	650-6300-471.23-01	INDUSTRIAL WASTE PROGRAM	211.05
					650-8000-454.23-01	WATER UNIFORMS	211.05
					660-6300-471.25-02	PARKS & STREET UNIFORMS	40.00
					670-5850-434.25-02	PARKS & STREET UNIFORMS	12.30
					670-3300-480.23-16	UNIFORM SERVICE	3.60
					610-5800-434.25-02	UNIFORM SERVICE	20.75
					610-5850-434.25-02	UNIFORM SERVICE	43.43
					702-3300-480.23-16	FLEET UNIFORMS & TOWELS	3.89
					702-3300-480.25-02	FLEET UNIFORMS & TOWELS	10.36
					100-4900-431.25-02	STREET UNIFORMS	17.90
					001-3200-401.25-02	PARKS UNIFORM SVC	14.25
					001-3200-412.25-02	BUILDING MAIN. UNIFORMS	12.30
					702-3300-480.38-52	#336 PUMP & GASKET	5.68
					001-2200-421.23-01	ORDINANCE 1522	126.82
					670-7000-473.23-03	1 YR SUBSCRIPTION - ELECT DEPT	69.35
					660-6300-471.23-01	PROP 218 TRANSLATION	24.95
					680-8000-454.23-01	PROP 218 TRANSLATION	163.10
					001-4500-412.33-00	COPY PAPER FOR MAILROOM	163.10
					700-5300-480.33-04	MARCH 2018 LEGAL SERVICES	805.43
							11,096.62

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165100	5/21/2018	RICHARDS WATSON GERSHON	216784		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	108.00
			216785		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	17,696.85
			216786		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	72.00
			216787		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	2,200.53
			216788		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	252.00
			216789		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	1,004.21
			216790		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	903.50
			216791		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	972.00
			216792		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	16,053.21
			216793		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	357.50
			216794		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	377.50
			216795 <sup>b</sup>		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	2,530.00
			216796		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	(137.50)
			216797		002-2800-441-33-04	MARCH 2018 LEGAL SERVICES	137.50
					002-2800-361-41-02	MARCH 2018 LEGAL SERVICES	137.50
					700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	8,957.20
					700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	247.50
			216798		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	797.50
			216800		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	5,171.47
			216801		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	3,238.28
			216802		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	24,501.20
			216803		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	54.00
			216804		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	378.00
			216805		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	4,179.00
			216806		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	55.00
			216807		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	2,052.00
			216808		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	5,058.00
			216809		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	6,337.50
			216810		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	907.50
			216811		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	1,705.00
			216812		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	1,127.50
			216813		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	(745.00)
			216814		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	745.00
			216815		700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	745.00
			216816		002-2800-361-41-02	MARCH 2018 LEGAL SERVICES	540.00
					002-2800-441-33-04	MARCH 2018 LEGAL SERVICES	4,266.62
					700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	5,747.50
					700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	192.50
					700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	6,992.86
					700-5300-480-33-04	MARCH 2018 LEGAL SERVICES	30.00
			217097		001-2740-442-23-07	REAL ESTATE FRAUD TRUST 162 N SAN GORGONIO RELEASE PEND/LIEN BY GOV 156/162 N SAN GORGONIO	36.00
			217098		700-5300-480-33-04	3332 BLUFF ST - FA0037664 ACCT # AR00786533	827.00
			217099		700-5300-480-33-04	3333 BLUFF ST - FA0037665 ACCT # AR0078654	1,085.00
			217100		700-5300-480-33-04	5261 W WILSON -FA0037668 ACCT # AR0078657	827.00
			217101		700-5300-480-33-04	001-3200-412-41-04	827.00
					700-5300-480-33-04	4781 W RAMSEY - FA0037670 ACCT # AR0078659	827.00
					700-5300-480-33-04	1777 RIVIERA - FA0037671 ACCT # AR0078660	827.00
					700-5300-480-33-04	5949 BRECKENRIDGE AVE FA0037673 AR0078662	827.00
					700-5300-480-33-04	3750 W WESTWARD AVE FA0037674 ACCT#AR0078663	827.00
					700-5300-480-33-04	3854 W WESTWARD AVE FA0037675 ACCT#AR0078664	827.00
					650-6300-471-41-04	9700 BANNING CANYON RD FA0037676 ACCT#AR0078665	827.00
					650-6300-471-41-04	6900 BANNING CANYON RD FA0037678 ACCT#AR0078667	201.00
					650-6300-471-41-04	BRANDON SMITH - SCHOOL RESOURCE OFFICER TRAINING	635.34
					650-6300-471-41-05	2017 PROPERTY TAXES WATER SHED SB COUNTY	635.34
					650-6300-471-41-05	PURCHASE STATE WATER PROJ MAY 2018	18,386.00
					650-6300-471-41-05	PV(SOLAR) EXCESS ELECTRIC OUTPUT-665KWH FINAL BILL	60.49
					670-7010-473-27-60		
165101	5/21/2018	RIV. CO. CLERK RECORDER					
165102	5/21/2018	RIV. CO. COMMUNITY HEALTH AGENCY					
			RU0319483		660-6300-471-41-04		
			RU0319484		660-6300-471-41-04		
			RU0319487		001-3200-412-41-04		
			RU0319488		001-3200-412-41-04		
			RU0319489		650-6300-471-41-04		
			RU0319490		680-8000-454-41-04		
			RU0319491		680-8000-454-41-04		
			RU0319492		680-8000-454-41-04		
			RU0319493		680-8000-454-41-04		
			RU0319494		680-8000-454-41-04		
			RU0319495		680-8000-454-41-04		
165103	5/21/2018	RIV. CO. SHERIFF'S DEPT.					
					BCTC0008856		
					0342910106/0018		
165104	5/21/2018	SAN BERNARDINO CO TREASURER			072450101/000918		
					18-00165		
165105	5/21/2018	SAN GORGONIO PASS WATER AGENCY					
165106	5/21/2018	SANDEEN, ROLAND D					

Warrant List Detail June 2018

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165129	6/21/2018	WELDOR'S SUPPLY AND STEEL	7513	028868	060-6300-471.36-08	ACETYLENE AND OXYGEN	663.74
165130	6/21/2018	WEST COAST SAND & GRAVEL, INC.	20848	028882	060-6300-471.45-17	RECYCLED CLAS 2 BASE	398.96
			25464	028882	060-6300-471.45-17	RECYCLED CLAS 2 BASE	399.11
165131	6/1/18/2018	WILLDAN FINANCIAL SERVICES	010-38084	028485	089-8000-454.33-11	NOTICE OF OCCURRENCE OF LISTED EVENT DISCLOSURE	250.00
165132	6/1/18/2018	WOODARD & CURRAN, INC	26025	029031	060-6300-471.31-11	IRWM PROGRAM DEVELOPMENT	12,456.97
165133	6/1/18/2018	A JUMP N PARTY, INC	6-21018		001-4000-461.36-09	2) 17X21 JUMPERS	240.00
165134	6/1/18/2018	A. R. B. INC	01011-55366		001-0000-218.22-22	OVERPAYMENT FINAL BILL	166.77
165135	6/1/18/2018	A-Z BUS SALES, INC. (COLTON)	01P6596GQ	028542	070-3300-480.36-14	#223 OIL TEX	48.90
165136	6/1/18/2018	ADVANCE WORKPLACE STRATEGIES INC	381573	028542	702-3300-480.38-52	#221 GASKETS & O-RING	18.22
165137	6/1/18/2018	AIR & HOSE SOURCE INC	381653	028620	001-1300-412.33-32	RANDOM DRUG TESTING	57.00
165138	6/1/18/2018	ALMANZA & BEATRICE E	000093043	028744	001-4000-480.38-52	#815 JOINT, COUPLERS, O-R	135.85
165139	6/1/18/2018	ALPHA CARD	54-3416556	029005	001-6900-218.22-22	UB CR REFUND-FINALS 000009762	42.30
165140	6/1/18/2018	AMARAL, IRENE	2914599		001-10-331.25-02	ID CARD SYSTEM	2,835.84
165141	6/1/18/2018	AMERICAN CAPITAL ENT, INC	4190963		001-4000-351.35-71	POOL RENTAL REFUND NO INSURANCE	220.00
165142	6/1/18/2018	AMERICAN FORENSIC NURSES	000020		001-2200-421.33-31	REFUND CPR/AED FIRST AID WRONG DATE SCHEDULED	75.00
			70706		001-2200-421.33-31	COLLECTION FEES APRIL 2018	190.15
			70707		001-2200-421.33-31	JUNE 2018 NURSE STANDBY	800.00
			70755		001-10-331.25-02	BLOOD ALCOHOL ANALYSIS	120.00
			70766		001-2200-421.33-31	CHP - BLOOD DRAWS	60.00
			70829		001-2200-421.33-31	CHP - BLOOD DRAWS	450.00
			70930		001-2200-421.33-31	CHP - BLOOD DRAWS	800.00
			70975		001-2200-421.33-31	CHP - BLOOD DRAWS	60.00
165143	6/1/18/2018	AMERICAN PUBLIC POWER ASSN	310100	028990	070-7000-473.23-06	STAFF TRAINING	409.00
165144	6/1/18/2018	ANIXTER, INC	2916594-01		070-7000-473.45-16	SCREMDRR SQUARE/RACHETS	695.85
165145	6/1/18/2018	ARBC INC	00100949011		001-0000-218.22-22	UB CR REFUND 000055266	166.77
165146	6/1/18/2018	ARROW STAFFING SERVICE	103861		761-3100-480.33-11	WEBSTER, ALEXANDRA WIFE 6/02/2018	444.41
			101934		761-3100-480.33-11	LDM PLANTING - VICTORY &	617.47
165147	6/1/18/2018	ARTISTIC MAINTENANCE, INC.	0162511-N	028752	111-4900-432.30-01	WILSON & DOROTHY ANA DRIVE	2,000.00
			0162512-N	028752	111-4900-432.30-01	MOUNTAIN AVE & RED BLUFF	1,394.00
			0162513-N	028752	111-4900-432.30-01	LDM PLANTING - CHARLES ST	7,875.00
			0162514-N	028752	111-4900-432.30-01	HIGHLAND HOME RD & AURBUR	1,096.00
			0162515-N	028752	111-4900-432.30-01	LDM PLANTING - WILSON & F	796.00
			0162516-N	028753	001-2200-421.26-05	PROJECT 2016-02W	13,710.73
			0162517-N	028753	001-2200-421.26-05	BAN # 93910602000 MAY 1,2018	393.11
			00001142585		001-2200-421.26-05	BAN # 9391063769 MAY 1,2018	553.97
			000011426714		001-2200-421.26-05	BAN # 9391064350 MAY 1,2018	205.37
			000011426972		001-2200-421.26-05	MANDATORY MEETING PRIOR TO START OF SHIFT	16.00
			000011427917		001-2210-421.25-06	NO SHIFT COVERAGE FOR SICK CALL OUT	16.00
			000011427917		001-2210-421.25-06	12 HOURS OT SICK COVERAGE ADMIN LEAVE	48.00
			000011427917		001-2210-421.25-06	12 HOURS OT SICK CALL OUT 1700 HRS - 0500 HRS	48.00
			000011427917		001-2210-421.25-06	HIGH CALL VOLUME	16.00
165148	6/1/18/2018	ASPEN ENVIRONMENTAL GROUP	339416	028836	060-6300-471.23-32	1.2.3 TRICHLORPROPANE	200.00
165149	6/1/18/2018	AT&T CALNET 2	000000305	028836	660-6300-471.23-32	COLIFORMS P/A BY MIMO/MUG	75.00
			000000305	028836	660-6300-471.23-32	COLIFORMS, PESTICIDES, ETC.	2,701.00
			000000305	028636	660-6300-471.23-32	COLIFORMS, FLUORIDE, SOLIDS	795.00
			000000305	028636	660-6300-471.23-32	COLIFORMS P/A BY MIMO/MUG	165.00
			000000305	028636	660-6300-471.23-32	TOTAL DISSOLVED SOLIDS	20.00
			000000305	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			000000305	028636	001-0000-218.22-22	FRANKLIN, DEBBIE SUNRISE BREAKFAST 6/06	2,080.17
			000000305	028636	001-1000-411.23-05	WELCH, ART SUNRISE BREAKFAST 6/06	15.00
165150	6/1/18/2018	BABCOCK LABORATORIES, INC	003		DEC 17 - MAY 13	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017 - MAY 2018	87.47
			003		4H-0446	BATTERIES	637.51
			003		454947	DRIVE OPENER - PARKS	21.10
			003		457379	CONC SC HW/H	29.08
			003		457479	AEROSOL SILICONE & LINK	25.38
			003		457505	FARM & RANCH HOSE	33.93

City of Banning  
Warrant List Detail June 2018

Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Payment Description	Warrant Amount
Account Number						
165156	6/25/2018	BEAUMONT DO IT BEST HOME CENTER	45751A	028527	LINKS	4.72
			457526	028527	BLACK CABLE TIES	9.46
			457552	028527	TAPE & GLUE	11.40
			457720	028527	PK SUPPLIES	2.47
			457797	028527	BUTT SPLICE & COOLER PUMP	25.30
			457804	028527	#634 BRASS HEX & MPT BR	11.29
			457823	028527	COMP SPRAYER	43.09
			457845	028527	PAINT PALE & DECK MOP	26.03
			457873	028527	MOP & MOP HANDLE	27.23
			457895	028527	KEYS FOR RAMP PARK	26.27
			457947	028527	PKS SUPPLIES	60.84
			457957	028527	DUCT TAPE GYM	10.75
			458015	028527	RESPIRATOR, TAPE, CLOSER	175.59
			458047	028527	WRENCH, PUTTY, FAUCET	55.78
			458167	028527	CCTR	9.63
		BEAUMONT SAFE & LOCK	70198	028570	DEADBOLTS & COVER PLATES	250.91
165157	6/26/2018		70209	028570	OFFICE DOOR CCTR	61.00
165158	6/26/2018	BENNETT, SALWYNNE	DEC 17	MAY 18	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017 -MAY 2018	81.98
165159	6/26/2018	BLANK, BARBARA	OCT 17	MAR 18	ENERGY ASSISTANCE PROGRAM REBATE OCT 2017 -MAR 2018	140.88
165160	6/26/2018	BUNKER, JOE	0000095273	001-3600-461-36-00	ENERGY ASSISTANCE PROGRAM REBATE	28.98
165161	6/26/2018	BURGER, TIFFANY & KATHY	0000091499	001-3600-461-36-03	UB CR REFUND-FINALS 000010098	52.76
165162	6/26/2018	CALDERON, SANDRA B	VILLEAGE 6/18	001-3600-461-36-03	UB CR REFUND-FINALS 000010090	10.90
165163	6/26/2018	CALERO, JOHANNA & ANYAKA	0000087669	001-3600-461-36-02	DELIVERY OF PC AGENDA PACKETS REG MTG 6/6/18	76.07
165164	6/26/2018	CALIFORNIA WATER ENVIRONMENT	1039003374-1818	001-3600-461-36-02	UB CR REFUND-FINALS 000009508	85.00
165165	6/26/2018	CALOLYMPIC GLOVE & SAFETY CO, INC	369323	028939	ERNEST FLOYD - COIL SYS MAINT GRADE 1	180.00
					SAFETY VEST - RENEWAL 04/01/2018 - 03/31/2019	100.30
					SAFETY VESTS	470.10
					SAFETY VESTS	837.58
					CREDIT ATLAS GLOVES	(109.64)
					DELL MONITORS, STANDS	1,771.34
					DELL TOWER/DOCK	2,083.22
					DELL TOWERS	1,584.61
					DELL LAPTOP	2,106.13
					DELL TOWER	1,901.38
					ADJUST MOTOR, FLOW METER	666.00
					MARCH 2018 B&S SERVICES	12,785.16
165166	6/26/2018	CDW GOVERNMENT, INC	02020284	028939	CONSULTING SERVICE MAY18	4,933.37
			000054901	028524	PD- CLOGGED SINK	85.00
			WRB5254	028524	REPLUER PARK-TOILET REP	331.76
			WRQ6224	028524	PD UNIT #5 REPAIRS	3,139.39
			WSP7360	028524	TERM LIFE PREMIUMS JUNE 2018	2,395.08
			WSP8315	028524	ACCIDENT PREMIUMS JUNE 2018	2,077.11
			8792	028071	CANCER PREMIUMS JUNE 2018	2,793.28
			520849	028718	UNIVERSAL LIFE PREMIUMS JUNE 2018	3,296.78
			53349	028250	ACCIDENT PREMIUMS JUNE 2018	6,718.03
			11930	028801	SUPPLEMENTAL DISABILITY JUNE 2018	1,749.40
			12004	028801	Critical Illness Premiums June 2018	1,962.05
			14714	028908	Hospital Confinement Prem June 2018	66.68
			3229614-0701577	028908	ENGINEERING METROSCAN	100.00
					MAY 2018 METROSCAN	50.00
					MAY 2018 EMPLOYEE SUPPORT	700.00
165167	6/26/2018	CENTER ELECTRIC	028597	028597	EL DORADO- ENGINE REPLACE	9,924.06
165168	6/26/2018	CHARLES ABBOTT ASSOCIATES, INC	54054	028771	EL DORADO- BATTERY REPLACE	894.75
165169	6/26/2018	CHRIS TAYLOR'S PLUMBING	13286-478	028771	GYM RENTAL DEPOSIT REFUND GYM UNDER CONSTRUCTION	25.00
165170	6/26/2018	CLASS ACTS AUTOBODY, INC.	1330350	028771	STAFF FEES 6/16/18 GYM UNDER CONSTRUCTION	95.00
165171	6/26/2018	COLONIAL INSURANCE	381492	028771	FLANGE, MEGALUG KIT PO NUM 028786	252.00
			92133948			
165172	6/26/2018	CORELOGIC INFORMATION SOLUTIONS	33894434	028597		54337710.00
		INC	8189574	028597		
				028597		
				028597		
165173	6/26/2018	COUNSELING TEAM INTERNATIONAL, THE				
165174	6/26/2018	CREATIVE BUS SALES INC				
165175	6/26/2018	CRUZ, MARIE THERESA				
165176	6/26/2018	DANGELO CO				

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165177	6/26/2018	DEPILLARS, PATRICK	000095409		001-0000-218-22-22	UB CR REFUND-FINALS 000020426	88.87
165178	6/26/2018	DIAMOND HILLS CHEVROLET BUICK GMC	636711	028774	001-2300-0421-26-09	#54 LATCH	92.93
165179	6/26/2018	DIRECTV	34394598423		001-2300-0421-26-09	PD MOBILE COMMAND CENTER JUNE 9,2018 - JULY 8,2018	23.25
165180	6/26/2018	DUKE'S ROOT CONTROL INC	14201	028928	630-8000-0454-45-09	SEWER ROOT CONTROL	16,893.75
165181	6/26/2018	EDWARDS, CRYSTAL	000094809		001-0000-218-22-22	UB CR REFUND-FINALS 000000536	88.56
165182	6/26/2018	ELLISON SYSTEMS, INC.	152589723	028956	001-4000-0461-89-46	ORGANIZER, RISER	709.03
165183	6/26/2018	ENVIRONMENTAL KLEAN-UP DBA	2017-1361	028899	001-2740-0442-23-39	WEED ABATE 534-151-017	581.70
			2017-1362	028899	001-2740-0442-23-39	WEED ABATE 534-223-009	506.40
			2017-1363	028899	001-2740-0442-23-39	WEED ABATE 534-251-020	407.70
			2017-1364	028899	001-2740-0442-23-39	WEED ABATE 538-102-010	638.70
			2017-1365	028899	001-2740-0442-23-39	WEED ABATE 540-123-001	407.70
			2017-1366	028899	001-2740-0442-23-39	WEED ABATE 540-124-002	281.35
			2017-1367	028899	001-2740-0442-23-39	WEED ABATE 540-130-035	466.20
			2017-1368	028899	001-2740-0442-23-39	WEED ABATE 541-051-012	466.20
			2017-1369	028899	001-2740-0442-23-39	WEED ABATE 541-055-004	408.45
			2017-1370	028899	001-2740-0442-23-39	WEED ABATE 541-133-016	420.85
			2017-1374	028899	001-2740-0442-23-39	WEED ABATE 541-141-006	504.70
			2017-1375	028899	001-2740-0442-23-39	WEED ABATE 541-191-016	426.85
			2017-1376	028899	001-2740-0442-23-39	WEED ABATE 541-232-011	538.70
			2017-1377	028899	001-2740-0442-23-39	WEED ABATE 541-232-011	427.70
			2017-1378	028899	001-2740-0442-23-39	WEED ABATE 541-233-015	466.20
			2017-1379	028899	001-2740-0442-23-39	WEED ABATE 541-233-016	407.70
			2017-1380	028899	001-2740-0442-23-39	WEED ABATE 534-151-019	504.70
			2017-1382	028899	001-2740-0442-23-39	WEED ABATE MINT 541-081-010	621.70
			2017-1396	028899	001-2740-0442-23-39	WEED ABATE 541-133-023	524.70
			2017-1393	028899	001-2740-0442-23-39	FSR RAIN JACKETS/OVERALS	863.30
			2017-1372	028892	761-3110-480-25-02	EMPLOYEE GUN LOAN RES NO 2005-66	1,876.96
					001-0000-116-21-01	ENERGY ASSISTANCE PROGRAM REBATE JUN 2017 - NOV 2017	156.35
					670-7020-473-42-36	DOT EXAMS JUAN RAMIREZ ARIAS	40.00
					610-5800-034-33-32	DOT EXAMS MILDRED WILSON	40.00
					670-7000-000-473-33-32	DOT EXAMS JOSE ARIAS	40.00
					001-0000-218-22-22	UB CR REFUND-FINALS 000015366	59.70
					001-0220-0421-26-05	RAMP EVENT/4TH JULY	67.63
					001-2200-0421-26-05	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	50.00
					001-2200-0421-26-05	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	50.00
					001-2200-0421-26-05	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	100.00
					001-2200-0421-26-05	JUNE 2018 COURIER SERVICE	570.00
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	112.77
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 KAYLEE GARCIA	104.38
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 2 KAYTEE & AIDEN GARCIA	112.77
					001-4000-0461-13-00	JUNE 2018 COURIER SERVICE	16.57
					001-4000-0461-13-00	JUNE 2018 EXCES ITEMS	67.55
					001-4000-0461-13-00	RAMP EVENT/4TH JULY	108.55
					001-4000-0461-13-00	ADVENTURE CAMP WEEK 3 AIDEN GARCIA	

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P. O. Number	Account Number	Payment Description	Warrant Amount
165198	5/28/2018	HARRIS, DIANE	000000002325		0001-0000-213.32-22	UB CR REFUND-FINALS 0000015356	103.17
165199	5/28/2018	HIGGINS, BLAINE HE			6775-7020-412.32-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2017 - APR 2018	4,054.69
165200	5/28/2018	HINDERLITER DE LLAMAS & ASSOCIATES	0002820-IR		0001-1900-412.33-14	AUDIT SERVICES SALES TAX 3RD QUARTER 2017	900.00
			00029281-IR		0001-1900-412.33-14	SALES TAX 1ST QUARTER	6,249.54
165201	5/28/2018	HOME DEPOT #8987	01046599	038552	0001-3200-412.30-02	AUDIT SERVICES SALES TAX 4TH QUARTER 2017	900.00
			0182988	038552	0001-3200-412.30-02	METAL HALIDE - COM. CENT	80.81
			61100762	038552	0001-3200-412.30-02	BRONZE HALIDE - COM. CENT	326.25
			61182792	038552	0001-3200-412.30-02	FLUORESCENT LIGHT BULBS	287.28
			6120563	038552	0001-3200-412.30-02	FLUORESCENT LIGHT BULBS	193.51
			6680-63100-471.30-15	038552	6680-63100-471.30-15	WALL BASE, PC COMBO	116.92
			670-70000-473.45-15	038552	670-70000-473.45-15	WALL BASE, PC COMBO	51.74
			671-3100-480.23-02	038552	671-3100-480.23-02	PAYROLL SUMMARY	32.35
165202	5/28/2018	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20180628	028650	0001-0000-204.80-10	UB BILL SERVICE 5/29-6/01	333.28
165203	5/28/2018	INFOSEND, INC	137734	028650	0001-0000-204.80-10	UB BILL SERVICE 5/29-6/01	2,788.65
			137999	028650	0001-0000-204.80-10	UB BILL SERVICE 5/29-6/01	642.30
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	61.31
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	565.80
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	150.97
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	80.86
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	767.21
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	185.97
			761-3100-480.33-11	028650	761-3100-480.33-11	UB BILL SERVICE 5/29-6/01	21,950.22
			761-3100-480.33-11	028650	761-3100-480.33-11	PURSUIT BARS #4103	(4,000.00)
			761-3100-480.33-11	028650	761-3100-480.33-11	CREDIT ON CODE 3 BARS	3,515.40
			761-3100-480.33-11	028650	761-3100-480.33-11	FEDERAL LOBBYING SERVICES	60.77
			761-3100-480.33-11	028650	761-3100-480.33-11	UB CR REFUND-FINALS 0000021286	141.74
			761-3100-480.33-11	028650	761-3100-480.33-11	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017 - MAY 2018	57,098.64
			761-3100-480.33-11	028650	761-3100-480.33-11	QUARTERLY SALES TAX REBATE 2018 - QUARTER 1	57,127.64
			761-3100-480.33-11	028650	761-3100-480.33-11	QUARTERLY SALES TAX REBATE 2017 - QUARTER 3	68,946.06
			761-3100-480.33-11	028650	761-3100-480.33-11	QUARTERLY SALES TAX REBATE 2017 - QUARTER 4	(160.50)
			761-3100-480.33-11	028650	761-3100-480.33-11	COST OF SERVICE STUDY - RETAINAGE	1,605.00
			761-3100-480.33-11	028650	761-3100-480.33-11	COST OF SERVICE STUDY	523.32
			761-3100-480.33-11	028650	761-3100-480.33-11	PURSUIT BARS #4103	13.47
			761-3100-480.33-11	028650	761-3100-480.33-11	WE RUN FLYERS, ORG INV DATE 3/21/2018	167.01
			761-3100-480.33-11	028650	761-3100-480.33-11	WE RUN FLYERS, ORG INV DATE 3/28/2018	129.30
			761-3100-480.33-11	028650	761-3100-480.33-11	BUSINESS CARDS	393.29
			761-3100-480.33-11	028650	761-3100-480.33-11	4TH OF JULY EVENT	28.29
			761-3100-480.33-11	028650	761-3100-480.33-11	RWP INVITATIONS	86.20
			761-3100-480.33-11	028650	761-3100-480.33-11	BUS CARDS BARRET/MEDINA PO 028535	285.37
			761-3100-480.33-11	028650	761-3100-480.33-11	FIRE STATION TRIPPED CIRC	161.69
			761-3100-480.33-11	028650	761-3100-480.33-11	UB CR REFUND-FINALS 000004334	524.47
			761-3100-480.33-11	028650	761-3100-480.33-11	POSTAGE MACHINE JUL-OCT	31,898.33
			761-3100-480.33-11	028650	761-3100-480.33-11	AVIATION FUEL DELIVERED 06/18/2018	29,247.13
			761-3100-480.33-11	028650	761-3100-480.33-11	CONTRACT ADMIN SERVICES	131.03
			761-3100-480.33-11	028650	761-3100-480.33-11	ENERGY ASSISTANCE PROGRAM REBATE NOV 2017 - APR 2018	20.00
			761-3100-480.33-11	028650	761-3100-480.33-11	ROBERT METEAU 6/14/18 REGION 6 EVENT	113.50
			761-3100-480.33-11	028650	761-3100-480.33-11	UB CR REFUND-FINALS 000003170	18.80
			761-3100-480.33-11	028650	761-3100-480.33-11	SPRAY PAINT	200.12
			761-3100-480.33-11	028650	761-3100-480.33-11	STAPLER,POST-IT FLAGS,PEN	7.52
			761-3100-480.33-11	028650	761-3100-480.33-11	LIT LEAFLET HOLDER 4-PCK	10.76
			761-3100-480.33-11	028650	761-3100-480.33-11	VINYL LET & NUM.3"	8.39
			761-3100-480.33-11	028650	761-3100-480.33-11	SIGN BOARD LED REWRITE	179.93
			761-3100-480.33-11	028650	761-3100-480.33-11	BELKIN MINI TRAVEL SURGE	20.58
			761-3100-480.33-11	028650	761-3100-480.33-11	CITY CLERK/ENGINEERING/EC	46.46
			761-3100-480.33-11	028650	761-3100-480.33-11	CITY CLERK/ENGINEERING/EC	3.76
			761-3100-480.33-11	028650	761-3100-480.33-11	SHIPPING SERVICE	7.52
			761-3100-480.33-11	028650	761-3100-480.33-11	SHIPPING SERVICE	3.76
			761-3100-480.33-11	028650	761-3100-480.33-11	SHIPPING SERVICE	7.52
165222	5/28/2018	ON TRAC	8775263	028539	001-1200-412.23-04	001-1200-412.23-04	001-1200-412.23-04
			8775263	028539	001-1200-412.23-04	001-1200-412.23-04	001-1200-412.23-04
			8775263	028539	001-1200-412.23-04	001-1200-412.23-04	001-1200-412.23-04

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165222	6/1/2018	ON TRAC	3787971	028539	001-28000-441.23-04	SHIPPING SERVICE	7.52
					001-30000-442.23-04	SHIPPING SERVICE	30.24
					001-37000-480.23-04	SHIPPING SERVICE	7.52
165223	6/1/2018	ONE SOURCE DISTRIBUTORS	59463541.001	028994	670-70000-473.45-16	FLUKE-113 UTILITY MULTIMETER	571.08
			59463544.002	028994	670-70000-473.45-16	CARRYING BAGS	435.96
			59463544.003	028994	670-70000-473.45-16	ARCF FLASH HARD HATS	1,422.30
165224	6/1/2018	PARKHOUSE TIRE, INC.	2010165043	028549	702-38000-480.23-49	#825 TIRES & ROADSIDE	94.00
165225	6/1/2018	PARTS AUTHORITY METRO, LLC	062-43237	028583	702-38000-480.30-05	#825 TIRES & ROADSIDE	52.69
			091-106325	028583	702-38000-480.38-52	#54 LIFT SUPPORT	6.01
			091-106354	028583	702-38000-480.38-52	#833 FUEL CAP	13.94
			091-106379	028583	702-38000-480.38-52	STOCK- OIL FILTER	11.41
			091-106379	028583	702-38000-480.38-52	#23 AIR, TRANS & OIL FIL	19.76
			091-106384	028583	702-38000-480.38-52	#883 PRESSURE SENSOR	49.28
			091-1063874	028583	702-38000-480.38-52	#605 MOTOR RESISTOR	19.59
			091-1063945	028583	702-38000-480.38-52	#431 TOW PAD	67.73
			091-107123	028583	702-38000-480.38-52	#305 BRAKE HOSE	6.40
			091-107278	029020	680-80000-454.30-06	VACTOR, SUCTION, VACUUM	461.69
			FD-38704	029020	001-28000-421.23-06	BRIAN CALLAHAN - TUITION TASER CEW INSTRUCTOR	325.00
165226	6/1/2018	PLUMBERS DEPOT INC	30209	028572	001-30000-442.23-01	RFPI# 18-019	415.80
165227	6/1/2018	POLICEONE.COM	0011128587	028553	761-3110-480.25-02	FSR UNIFORMS	33.63
165228	6/1/2018	PRESS-ENTERPRISE, THE		028553	761-3110-480.25-02	FSR UNIFORMS	33.63
165229	6/1/2018	PRUDENTIAL OVERALL SUPPLY	22613476	028553	761-3110-480.25-02	FSR UNIFORMS	33.63
			22617352	028553	761-3110-480.25-02	FSR UNIFORMS	33.63
			22620781	028553	761-3110-480.25-02	FSR UNIFORMS	33.63
			22620782	028553	670-70000-473.25-02	ELEC UNIFORMS	139.29
			226524225	028553	660-63000-471.25-02	UNIFORMS - WATER	51.80
			226524228	028553	680-80000-454.25-02	UNIFORMS-WASTEWATER	15.00
			226524290	028553	761-3110-480.25-02	FSR UNIFORMS	33.63
			226324295	028553	670-70000-473.25-02	ELECT. UNIFORMS	139.29
			22627767	028553	660-63000-471.25-02	UNIFORMS - WATER	62.80
			22627769	028553	680-80000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22627771	028553	6110-58000-434.23-16	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	142.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	UNIFORM SERVICE	12.30
					761-3110-480.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3.89
					702-38000-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-38000-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					100-49000-431.25-02	STREET UNIFORMS	14.25
					001-36000-461.25-02	BUILDING MAIN. UNIFORMS	5.68
					028553	FSR UNIFORMS	33.63
					761-3110-480.25-02	STREET UNIFORMS	139.29
					670-70000-473.25-02	UNIFORM SERVICE	20.75
					6110-58000-434.23-16	UNIFORM SERVICE	43.43
					6110-58500-434.23-02	UNIFORM SERVICE	3

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165235	5/28/2018	RELIABLE WORKPLACE SOLUTIONS	A1463357	028519	001-1050-461-30-05	COPIER AT SR CTR	65.78
165236	5/28/2018	RIVERSIDE, COUNTY OF	TRAVEL 6/2018		001-2200-421-18-06	2018 PARKING CITATION ASSESSMENT	281.11
165237	5/28/2018	ROBLES, DIANA FLEMING	82467-21360	028041	610-5300-434-23-05	INSTRUCTOR COURSE TRANSIT TRAINERS 6/03/18-6/08/18	151.11
165238	5/28/2018	RODRIGUEZ, JESUS & ADRIANA	2018-05		001-2200-4218-22-22	CREDIT CARD READER PRBLM ON 06/08/2018	197.23
165239	5/28/2018	ROMO PLANNING GROUP, INC.			001-2800-441-33-11	4/29/18 THRU 5/2/18	13,420.00
165240	5/28/2018	SAMPSON, LAURIE	COMPUTER '18		001-0000-115-21-02	EMPLOYEE COMPUTER LOAN	603.14
		REFUND/REIMBURSEMENT			001-1000-411-36-07	COUNCIL WATER & SNACKS	33.73
165241	5/28/2018	SAN BERNARDINO COUNTY SHERIFFS	TUITION 7/17/18		001-2200-421-23-06	ALBERTO FELIX CRISIS INTERVENTION-FTO'S	100.00
165242	5/28/2018	SAN BERNARDINO COUNTY SHERIFFS	TUITION 7/17/18		001-2200-421-23-06	LINDA JIMENEZ CRISIS INTERVENTION-FTO'S	100.00
165243	5/28/2018	SAN BERNARDINO COUNTY SHERIFFS	TUITION 7/17/18		001-2200-421-23-06	ROBERTO JAUREGUI CRISIS INTERVENTION-FTO'S	100.00
165244	5/28/2018	SAN BERNARDINO COUNTY SHERIFFS	TUITION 7/17/18		001-2200-421-23-06	DANIEL DEUSENBERRY CRISIS INTERVENTION-FTO'S	100.00
165245	5/28/2018	SEASIDE, BONITA	4/7/2018-49420		603-7020-473-42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,500.00
165246	5/28/2018	SHRED-IT USA, LLC	8124955-671	028681	001-4500-412-33-11	CITY HALL SHRED 5/23&6/07	108.00
165247	5/28/2018	SMART & FINAL	010971	028528	001-5400-416-41-86	ROOSEVELT WILLIAMS PARK	148.57
			0134043	028528	001-019-461-36-22	POOL SNACK BAR	490.84
			020077	028528	201-4060-446-36-65	SR CTR COFFEE SUPPLIES	74.62
			030139	028528	001-4010-461-36-22	POOL SNACK BAR	447.04
			022862	028528	001-3600-461-36-00	GLOVES FOR PARKS	15.07
			024756	028528	001-4010-461-36-22	POOL SNACK BAR	373.63
			33165369705	028912	761-3110-480-36-00	LATERAL FILES	408.57
165248	5/28/2018	STAPLES BUSINESS ADVANTAGE	3379015936	028948	001-4000-461-36-00	TIME CLOCKS	161.61
			3379192344	028948	001-4010-461-83-46	TIME CLOCKS	161.62
			3380401338	028948	001-4000-461-36-00	TIME CLOCKS	183.14
			3380546471	028948	001-4010-461-35-00	CR-AUTO ALIGNING CLOCKS	(161.61)
			33820546472	028948	001-1200-412-34-00	ENVELOPES, PENS	62.47
			338305464829	028948	001-4500-412-36-00	COPY PAPER FOR MAILROOM	82.13
			338405464830	028948	001-1200-412-36-00	FILE CAB AND DRY ERASE BD	269.36
			33820841832	028948	703-3700-480-36-00	FILE CAB AND DRY ERASE BD	43.08
			3391113721	028948	660-5300-471-36-00	PLANNERS/PAPER/COFFEE	22.31
			3321113722	028948	670-7000-473-42-50	PLANNERS/PAPER/COFFEE	278.71
			33813318282	028948	001-3000-442-36-00	FOLIO NOTEBOOKS	64.54
			74413400	028630	001-1200-412-36-00	BLACK TONER	140.05
			74413416	028630	001-1200-412-36-00	CYAN & MAGENTA TONER	165.91
			0345454-IN	028954	001-1200-412-36-00	TONER-YELLOW	82.96
			0375502-IN	028954	001-4010-461-35-00	APRIL BKGRND FEES	513.60
165249	5/29/2018	STERLING TALENT SOLUTIONS			001-1300-412-33-11	MAY BACKGROUND SCRNG	245.70
165250	5/29/2018	STEVEN ENTERPRISES INC			001-1300-412-33-11	PAPER FOR PLOTTER	155.51
165251	5/29/2018	STONE, JEFF A	7/28/2018		670-7000-473-26-07	UB CR REFUND-FINALS 000008040	567.62
165252	5/29/2018	TIME WARNER CABLE	CITY HALL 7/2018		670-7000-473-26-07	UB CR REFUND-FINALS 000008040	83.54
			COURTYARD 7/2018		670-7000-473-26-07	UB CR REFUND-FINALS 000008040	91.85
			030939257	028954	670-7000-473-36-00	INK FOR PLOTTER	207.15
			13094387	028822	001-0000-473-36-00	670-7000-471-22-22	4,400.00
			62889418	028387	001-0000-473-23-17	99 E RAMSEY ST - CITY HALL JUN 25,2018 - JUL 24,2018	4,400.00
			628762218	028387	670-7000-473-23-17	175 E LINCOLN ST JUN 25,2018 - JUL 24,2018	8,028.00
			98080906949	028571	001-2740-442-26-05	CODE ENFORCEMENT IPADS APR 27,2018 - MAY 26,2018	259,710.26
			040091987	028868	001-0000-218-22-22	UB CR REFUND-FINALS 000005484	96.95
			2018-278219-00	028571	001-3600-461-35-04	PAINT	240.97
			71778317	029035	100-4900-431-38-58	HOT MIX ASPHALT	763.48
			7184787	029035	100-4900-431-38-58	HOT MIX ASPHALT	786.54
			62762018	029030	650-9600-452-45-15	BIG BELLY SOLAR COMPACTOR	8,028.00
			MAY 2018		650-9600-452-23-10	REFUSE FOR MAY 2018 APR 27,2018 - MAY 26,2018	226.63
			7506	028868	650-6300-471-36-08	HOSE, FITTINGS	30.00
			7604	028868	650-6300-471-36-08	TORCH & RESURFACE TIPS	147.08
			JUN 6/09/3	028868	650-6300-471-36-08	SHRM HOUSING - R METEAU FINAL HOTEL PAYMENT	955.22
					001-1300-412-23-05	GRC ADVISORY ONLINE-EB AP MARIBEL MUÑOZ-FRAUD DETEC	161.10
					001-1900-412-23-05	WIX.COM PREMIUM SUBSCRIPTION IRWM	168.00
					650-6300-471-23-03	HARBOR FREIGHT ELECTRIC SUPPLIES	226.63
					670-7000-473-45-16	91 EXPRESS LANES REBILLS REFILL ACCT BACK TO \$40	30.00
					702-3800-480-23-05		

City of Banning  
Warrant List Detail June 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165263	5/27/2018	WELLS FARGO CARD SERVICES INC	JWU 6093 JUN18		761-3100-480-22-03	I CWA GROUP ONE YEAR MEMBERSHIP	27.00
165264	5/28/2018	WELLS FARGO CARD SERVICES INC	SD 9468 JUN18		001-1000-411-35-07	SUPER SUBS+ CITY COUNCIL MEETING 5/22	29.08
						THE HAVEN CITY COUNCIL MEETING	22.42
						THE STATION TAPHOUSE CITY COUNCIL MEETING 6/12	60.07
						HOLIDAY INN EXPRESS DIONA FLEMING TRANSIT TRN	679.85
						DOMINO'S PIZZA BUDGET /FINANCE COMMITTEE	48.70
						3M VINYL COLOR TAPE NO 0028760	387.90
165265	6/28/2018	WESCO DISTRIBUTION, INC	712398	028917	610-5300-434-22-05	670-0000-131-00-00	650.00
165266	6/28/2018	WESTERN MUNICIPAL WATER DISTRICT	WV NO 17 - APR 18		650-0310-471-41-04	675-020-473-42-36	122.48
165267	6/28/2018	WILCE, MARLENE	010-37197	027623	001-1900-412-33-11	001-1900-412-33-11	2,839.50
165268	6/28/2018	WILDAN FINANCIAL SERVICES	Q10-37729	027623	001-1900-412-33-11	001-1900-412-33-11	3,201.30
			Q10-38182	027623	001-1900-412-33-11	001-1900-412-33-11	6,255.00
			Q10-38195	028423	001-1900-412-33-11	001-1900-412-33-11	1,288.75
			Q10-38195	028905	001-2200-421-90-52	001-2200-421-90-52	21,154.69
165269	6/28/2018	YUANGYAI & JAKKRT	PC03789	028905	001-2200-421-90-52	2018 FORD FUSION (BLACK)	330,881.48
165270	6/28/2018	72 HR, LLC DBA CHEVROLET OF	PC03799	028905	001-2200-421-90-52	PAYROLL PPE 6/03/2018	17,852.79
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-10-00	PAYROLL TAX DEPOSIT PPE 6/03/2018	5.38
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-12-00	PAYROLL TAX DEPOSIT PPE 6/03/2018 -MANUAL CHK	51.51
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-11-00	FEDERAL INCOME TAX PPE 6/03/2018 -MANUAL CHK	244.48
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-11-00	FICA MEDICARE/FICA REGULAR PPE 6/03/2018 -MANUAL CHK	46,708.19
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-10-00	FEDERAL INCOME TAX PPE 6/03/2018	79,535.62
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-12-00	FICA MEDICARE/FICA REG PPE 6/03/2018	4,076.98
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-12-00	FEDERAL INCOME TAX PPE 6/03/2018 -MANUAL CHK	544.18
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-13-00	FICA MEDICARE/FICA REGULAR PPE 6/03/2018	500.00
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-11-00	FEDERAL INCOME TAX PPE 6/03/2018	426.92
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-13-00	FICA MEDICARE/FICA REG MANUAL CHK 1 DE ANDA	35,250.00
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-08-04	CALPERS 457 CONTRIBUTIONS PPE 6/03/2018	80,839.14
			PPE 6/03/2018	PPE 6/03/2018	001-0000-204-08-04	DEPENDENT CARE CONTRIBUTIONS PPE 6/03/2018	423,286.20
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-11-00	VEBA CONTRIBUTIONS PPE 6/03/2018	63,413.86
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-11-00	FICA MEDICARE/FICA REG PPE 6/17/2018	101,083.84
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-13-00	FICA MEDICARE/FICA REG MANUAL CHK 1 DE ANDA	24,457.00
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-12-00	RETIREMENT BENEFITS FOR PPE 6/03/2018	297.98
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-11-00	PAYOUT PPE 6/17/2018	4,177.98
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-13-00	FEDERAL INCOME TAX PPE 6/17/2018	543.86
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-10-00	FICA MEDICARE/FICA REG PPE 6/17/2018	56,759.51
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-12-00	RETIREMENT BENEFITS FOR CALPERS 457 CONTRIBS PPE 6/17/2018	720.46
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-10-00	RETIREMENT BENEFITS FOR CALPERS 457 CONTRIBS PPE 6/17/2018	(282.66)
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-12-00	RETIREMENT BENEFITS FOR C BARSTOW ADJ (PERS)	(300.67)
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-10-00	RETIREMENT BENEFITS FOR C SZOYKA ADJ (EE)	100.75
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-12-00	RETIREMENT BENEFITS FOR C SZOYKA ADJ (ER)	96.96
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-10-00	RETIREMENT BENEFITS FOR C SZOYKA ADJ (PERS)	2.85
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-12-00	VEBA CONTRIBUTIONS PPE 6/17/2018	81,550.63
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-11-00	PAYOUT TAX DEPOSIT MANUAL CHECK 6/28/2018	500.00
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-11-00	FEDERAL INCOME TAX MANUAL CHECK 6/28/2018	127.70
			PPE 6/17/2018	PPE 6/17/2018	001-0000-204-13-00	FICA MEDICARE/FICA REG MANUAL CHECK 6/28/2018	373.88
			PPE 6/17/2018	PPE 6/17/2018			741.76
							5,936,448.46
							(863.00)
							18,552.10
							5,934,137.56

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

## Voided Checks

June 2018

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
6/7/2018	162626	4249	Vendor didn't receive check	\$ 719.00	164873	4249	\$ 719.00
6/28/2018	165031	4985	Training was not attended	\$ 24.00			
6/28/2018	160612	6772	Stale dated check	\$ 16.00	165150	6772	\$ 144.00
6/28/2018	161916	6772	Stale dated check	\$ 16.00	165150	6772	
6/28/2018	162047	6772	Stale dated check	\$ 16.00	165150	6772	
6/28/2018	162148	6772	Stale dated check	\$ 48.00	165150	6772	
6/28/2018	162491	6772	Stale dated check	\$ 48.00	165150	6772	

# Payroll

June 2018

Start	End	Date	Description	Check Total
11431	11452	6/8/2018	WARRANT REGISTER	\$ 5,198.94
11453	11453	6/8/2018	MANUAL CHECK	\$ 1,418.71
11454	11454	6/12/2018	MANUAL CHECK	\$ 2,329.30
11455	11474	6/22/2018	WARRANT REGISTER	\$ 6,601.32
11475	11475	6/28/2018	MANUAL CHECK	\$ 281.33
11476	11476	6/28/2018	VOIDED CHECK	\$ (574.76)
11477	11478	6/28/2018	MANUAL CHECK	\$ 3,297.26
<hr/>				
<b>TOTALS</b>				<b>\$ 18,552.10</b>
<hr/>				
<b>48 CHECKS USED</b>				
<hr/>				

Prepared 6/07/18, 13:00:40  
Program PR655L  
City of Banning

Check Register  
BIWEEKLY  
Pay Date 6/08/18

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M CALIF. STATE DISBURSEMENT UNIT	6585	11431 11432	115.38 241.38
	OFFICE OF THE ATTORNEY GENERAL		11433	125.50
	UNITED STATES TREASURY		11434 11435	180.46 223.39
	CALIF. STATE DISBURSEMENT UNIT		11436	1,060.26
	TRACY YOUNGBLOOD		11437	1,101.05
	FRANCHISE TAX BOARD		11438	74.88
	FRANCHISE TAX BOARD		11439	74.84
	LAPHAM, SIERRA G		11440	128.49
	ALDERMAN, LUKE D		11441	80.30
1010-461	FLOYD, ANTHONY P	2394	11442	40.15
1010-461	FLOYD, JASON D	2396	11443	45.04
1010-461	GARCIA, JAREN D	2549	11444	382.86
1010-461	GILCHRIST JR, SEAN E	2699	11445	206.12
1010-461	QUINN, MELISSA S	6748	11446	577.21
1010-461	RAMIREZ, GABRIEL M	6756	11447	260.00
1010-461	TRYON, MYKAILA C	8441	11448	300.00
	UNITED STATES TREASURY		11449	75.00
	MARY NELL WARE		11450	42.79
	FRANCHISE TAX BOARD		11451	193.84
	US DEPT OF EDUCATION		11452	
	CALIF. STATE DISBURSEMENT UNIT			
	Total Checks -	22		5,198.94

prepared 6/21/18, 11:53:04  
Program PR65L  
CITY OF BANNING

Check Register  
BIWEEKLY  
Pay Date 6/22/18  
Page 1  
Pay Period 13  
6/04/18 To 06/17/18

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M CALIF. STATE DISBURSEMENT UNIT OFFICE OF THE ATTORNEY GENERAL UNITED STATES TREASURY	6585	11455	115.00
	CALIF. STATE DISBURSEMENT UNIT TRACY YOUNGBLOOD		11456	115.38
	FRANCHISE TAX BOARD		11457	241.38
	FRANCHISE TAX BOARD		11458	125.50
	LAPHAM, SIERRA G ALDERMAN, LUKE D		11459	180.46
	FLOYD, ANTHONY P GARCIA, JAREN D		11460	223.39
	GILCHRIST JR, SEAN E QUINN, MELISSA S		11461	447.28
	RAMIREZ, GABRIEL M TRYON, MYKAILA C		11462	78.57
	UNITED STATES TREASURY MARY NELL WARE		11463	678.06
	FRANCHISE TAX BOARD		11464	884.50
	CALIF. STATE DISBURSEMENT UNIT		11465	520.46
1000-461			11466	313.97
4010-461			11467	154.84
4010-461			11468	346.28
4010-461			11469	476.63
4010-461			11470	985.78
4010-461			11471	260.00
	MARY NELL WARE		11472	300.00
	FRANCHISE TAX BOARD		11473	75.00
	CALIF. STATE DISBURSEMENT UNIT		11474	193.84
	Total Checks -	20		6,601.32

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Tom Miller, Electric Utility Director  
Jim Steffens, Power Resource & Revenue Administrator

**MEETING DATE:** July 24, 2018

**SUBJECT:** Resolution 2018-102, "Approving the City of Banning Electric Utility Power Content Label for Calendar Year 2017."

---

**RECOMMENDED ACTION:**

Adopt Resolution No. 2018-102, approving the City of Banning Electric Utility ("Utility") Power Content Label for Calendar Year 2017, attached herewith as Exhibit "A" to Attachment 1.

**BACKGROUND:**

On October 11, 2009 the Governor signed California State Assembly Bill 162 ("AB 162"), which amended the Power Content Label reporting requirements set forth in Public Utilities Code section 398.1 et seq. The amendments changed the reporting requirements from quarterly to annual, and require that utilities report actual power content information from the previous calendar year instead of projected consumption.

The information must be provided to the utility's customers through either printed or electronic means, including posting it on the City's website. The Utility will provide the information by posting an electronic copy of the Power Content Label on the City's website.

The California Energy Commission (CEC), which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve the annual Power Content Label for the utility(s) under its jurisdiction. Therefore, Staff is requesting that the City Council approve Resolution 2018-102, accepting the Utility's Power Content Label, attached herewith as Exhibit "A" to Attachment 1.

**JUSTIFICATION:**

Public Utilities Code section 398.1 et seq. requires that all load serving electric utilities develop and provide to its customers on an annual basis a Power Content Label. The Power Content Label shows the percentages of each type of energy resources that are used to serve an electric utility's customers.

**FISCAL IMPACT:**

None.

**OPTIONS:**

1. Approve as recommended.
2. Do not approve the Utility's Power Content Label, which would put the Utility in violation of Public Utilities Code 398.1 et seq.

**ATTACHMENTS:**

1. Resolution 2018-102.

Approved by:



Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution 2018-102**

## RESOLUTION 2018-102

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CITY OF BANNING ELECTRIC UTILITY POWER CONTENT LABEL FOR CALENDAR YEAR 2017

**WHEREAS**, the City of Banning owns and operates its Municipal Electric Utility; and

**WHEREAS**, California Public Utilities Code section 398.1 et seq. requires every retail supplier of electricity to disclose its electricity sources for the previous calendar year; and

**WHEREAS**, the Banning Electric Utility is subject to these disclosure requirements; and

**WHEREAS**, to further the implementation of the required disclosures, the California Energy Commission, which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve the annual Power Content Label, in the form as provided, for the utility(s) under its jurisdiction;

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

**SECTION 1.** Adopt Resolution No. 2018-102, approving the City of Banning Electric Utility's Power Content Label for Calendar Year 2017, attached herewith as Exhibit "A".

**SECTION 2.** Authorize the Electric Utility Director, or his or her designee, to disseminate the information included on the Power Content Label to the Utility's customers in compliance with the requirements of California Public Utilities Code section 398.1 et seq..

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of July, 2018.

---

George Moyer, Mayor  
City of Banning

**ATTEST:**

---

Marie A. Calderon, City Clerk  
City of Banning

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

---

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

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-102, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24<sup>th</sup> day of July, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

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

# **Exhibit “A”**

2017 POWER CONTENT LABEL		
City of Banning Electric Utility		
ENERGY RESOURCES	Power Mix	2017 CA Power Mix**
<b>Eligible Renewable</b>	<b>54%</b>	<b>29%</b>
Biomass & biowaste	6%	2%
Geothermal	32%	4%
Eligible hydroelectric	0%	3%
Solar	15%	10%
Wind	0%	10%
<b>Coal</b>	<b>41%</b>	<b>4%</b>
<b>Large Hydroelectric</b>	<b>1%</b>	<b>15%</b>
<b>Natural Gas</b>	<b>0%</b>	<b>34%</b>
<b>Nuclear</b>	<b>3%</b>	<b>9%</b>
<b>Other</b>	<b>0%</b>	<b>&lt;1%</b>
<b>Unspecified sources of power*</b>	<b>1%</b>	<b>9%</b>
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>
<p>* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.</p> <p>** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers during the identified year.</p>		
For specific information about this electricity product, contact:	<b>City of Banning Electric Utility</b> <b>951-922-3260</b>	
For general information about the Power Content Label, please visit:	<a href="http://www.energy.ca.gov/pcl/">http://www.energy.ca.gov/pcl/</a>	
For additional questions, please contact the California Energy Commission at:	<b>844-454-2906</b>	



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Patty Nevins, Community Development Director

**MEETING DATE:** July 24, 2018

**SUBJECT:** Consideration of Development Impact Fee Credit 2 Year Time Extension Request from Pardee Homes

---

**RECOMMENDED ACTION:**

Staff recommends that the City Council make one of the following determinations:

1. Concur with Pardee's invocation of the "force majeure" provision of the Development Agreement and confirm that Pardee is entitled to a two-year extension of time for obtaining Development Impact Fee (DIF) credits for the first 500 units as provided for in Section 6.8.1 regarding the incentive for early development of the approved Development Agreement for the Butterfield Specific Plan project.
2. Concur with Pardee's invocation of the "force majeure" provision of the Development Agreement to extend the time for earning DIF credits but not concur that the delay period is equal to two years and direct staff to allow Pardee to provide for greater specification of the actual delay period under Section 19.2 of the Development Agreement and authorize staff to provide written confirmation of that alternative delay period.
3. Not concur with the invocation of the "force majeure" section of the Development Agreement under the facts stated and direct staff to inform Pardee that an extension of the deadline for DIF Credits must be obtained, if at all, under other provisions of the Agreement, such as by formal amendment.
4. Provide alternate direction to staff.

## **PROJECT / APPLICANT INFORMATION:**

Project Applicant: Pardee Homes  
1250 Corona Pointe Court, #600  
Corona, CA 92879

## **BACKGROUND:**

The Butterfield Specific Plan, General Plan and Zoning Map Amendments, Development Agreement, and accompanying Environmental Impact Report (EIR) were originally approved by the City Council in March of 2012. Subsequent litigation and a Settlement Agreement resulted in a request by the applicant for approval of a General Plan Amendment related to Highland Home Road as well as certain minor modifications to the Specific Plan. These applications were reviewed by the Planning Commission in January 2017 and were reviewed and approved by the City Council in February 2017. In June 2017, the City Council reviewed and approved Tentative Maps for the Butterfield project for financing and conveyance purposes and in July 2018, the City Council reviewed and approved the first Tentative Tract Maps with the Butterfield Specific Plan area for the project now known as the Atwell Development.

## **REQUEST:**

The approved Development Agreement for the Butterfield Specific Plan project includes an incentive for early development. As stated in Section 6.8.1 of the Development Agreement, "The City wishes to establish new communities in the City and to encourage the early development of the Project, which, in light of current economic conditions, may require economic incentives to be provided to the Developer. Accordingly, the Developer shall be given a credit so that DIFs do not have to be paid for up to 500 residential units, if Commencement of Construction, as that term is defined in Section 6.3, occurs on or before the production dates in Section 6.8.4."

Section 6.8.4-Schedule of the Development Agreement states, "The credit shall be given for all units for which the Commencement of Construction, as that term is defined in Section 6.3, occurs within five (5) years after the Effective Date." The effective date is February 9, 2015; thus, credits will be provided for residential units for which construction has commenced prior to February 9, 2020.

Pardee Homes has submitted a request to extend the effective date of the Development Impact Fee credit for two additional years, through February 9, 2022 (see Attachment 1). Pardee asserts various reasons and grounds why it should be entitled to the additional time to commence construction and to still obtain the credits against DIF on the first 500 homes to be developed. The reasons fall into two general categories. First, due to the Settlement Agreement, the project had to be redesigned in several respects, including changes to planning areas, streets

and infrastructure plans. These changes required substantial new engineering work and the preparation of new engineering plans. Second, in the course of doing that new engineering work and because of the project delay resulting from the litigation and Settlement Agreement, several standards and requirements from outside entities changed that required new or additional plans to be developed. For example, the Gas Company asked for changes in infrastructure layout. Additionally, regional storm water entities imposed changes in storm drainage standards and requirements.

Pardee is not seeking an amendment to the Development Agreement to provide for the additional two-year extension to the DIF credit provision of the Development Agreement. Instead, Pardee seeks to invoke the “force majeure” provisions of Section 19.2 of the Development Agreement that provide for automatic extensions of deadlines in the Development Agreement. That Section provides as follows:

**“19.2 Force Majeure.** The time within which the Developer or the City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party litigation as described in Section 15.3 above, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.”

Pardee’s letter states on page 4 that Pardee is asking the City to consider its letter as written notice triggering the “force majeure” clause. Pardee’s letter is implicitly asking the City to waive the requirement for Pardee to have provided written notice when any one or several of the events noted in their letter commenced and then to deem the period of time from the commencement to the end of the force majeure delay period to be equal to two years. Otherwise, by the notice date (March 8, 2018) the invocation of the force majeure provisions would start to run on that date and then end when those delays cease. Because some of the delays commenced many months or years prior to March 8, 2018, the end of those delay periods may be hard to precisely calculate. In addition, if the delay period is deemed to start on March 8, 2018, the precise end of each particular delay cited in the letter may be difficult to confirm and would likely need to be based on some reasonable estimate.

In addition, the “force majeure” clause provides that the delays must be caused by specific unforeseen events, including “processing with other government entities other than the City,” and “any other similar causes beyond the control or without the fault of the Party claiming the extension of time to perform.” The delay caused by the third party litigation has already been factored into the timeline because the Effective Date of the Development Agreement was delayed and extended until that litigation was resolved. The five-year deadline for earning the DIF credits was already extended because the Effective Date of the Agreement was extended because of the litigation. Thus, the rationale for the “force majeure” delay is premised on post-Settlement Agreement events as noted above rather than on the delay caused by the third-party litigation.

If the City Council concurs with the applicant’s request to invoke the force majeure provisions under the facts and for the two-year time period requested, then staff will confirm that Council determination in a letter to the applicant.

If the City Council does not concur in the applicant’s request to invoke the force majeure provisions on the facts presented or does not concur that the period of time caused by the delays is equal to two years, then the Council can either: (a) direct staff to go back and work with the applicant to come up with a more precise period of time for each qualifying category of delay, or (2) the applicant could seek to apply for an amendment to Development Agreement to have the time period for earning the DIF credits extended by mutual agreement to be processed through a formal amendment to the Development Agreement. Amendments of the Development Agreement require noticed hearings before the Planning Commission and City Council and adoption of an ordinance approving the amendment.

#### **FISCAL IMPACT:**

The fiscal impact of the request would result in a reduction of impact fees collected by the City; the exact amount would depend upon the type of development as some of the City’s impact fees differ according to the residential unit type. Calculating the potential amount of credit at the current time would not take into account any increases to the City’s Development Impact Fees that may occur in the near term (there is a Development Impact Fee study currently underway).

Under the City’s current Development Impact Fees and assuming that the maximum of 500 units would receive credit, the Developer would be relieved of the following Development Impact Fees:

- Fire Facilities
- Police Facilities
- Traffic Control Facilities
- Parkland\*
- General City Facilities
- Water Connection
- Wastewater Connection

\*Section 7.4.1 of the Development Agreement separately states that "Provided that all required parks and recreation facilities are constructed and installed in accordance with the Specific Plan and this Agreement, the Project shall not be subject to the imposition of Park Fees by the City."

Based only on the fee for a single family detached residence and excluding Park Land Development Impact Fees, which are separately addressed in the Development Agreement as noted above, the developer could receive credit of approximately \$12,904 in development impact fees per unit (it should be noted that fees may be lower or higher for other unit types such as townhouse/duplex units or multi-family). Multiplied by 500 units, the resulting credit could be as high as \$6,452,000.00.

**ATTACHMENTS:**

1. Request Letter from Pardee Homes
2. Approved Development Agreement for the Butterfield Specific Plan Project

Approved by:



---

Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Request Letter from Pardee Homes

March 8, 2018  
(Revised June 20, 2018)

Patty Nevins, Community Development Director  
City of Banning  
99 E. Ramsey  
Banning, CA 92220

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

AND EMAIL (pnevins@ci.banning.ca.us)

**RE: ATWELL / BUTTERFIELD SP**

**SUBJECT: Butterfield Development Agreement: Development Incentive Extension**

Dear Ms. Nevins,

Pardee Homes, a California Corporation ("Pardee"), is the developer of the Butterfield Specific Plan area (aka "Atwell") in the City of Banning. Atwell is an approved master-planned community that will consist of schools, commercial uses, open space and up to 4,862 homes.

The City and Pardee entered into a Development Agreement to vest Pardee's development rights and memorialize Atwell's extensive public benefits (recorded on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement")). The Development Agreement and other project entitlements were approved in 2012 and challenged. The project was tied up in litigation until a settlement agreement was entered into years later ("Settlement Agreement"). The Development Agreement became effective on February 9, 2015. This date also started Atwell's early development incentive, which is a five year period to build the first 500 homes in exchange for development impact fee credits ("Early Development Incentive"). Because of the unintended, yet not unexpected, consequences of the Settlement Agreement, Atwell has been considerably delayed at a considerable cost to Pardee. As a result, and to maintain project success and viability, Pardee requires an extension of the Early Development Incentive for two (2) additional years. We estimate that the delays have cost us at least two (2) years, which is the amount of time we are requesting. This would extend the development impact fee credits for the first 500 homes (the Early Development Incentive) to February 9, 2022. The Development Agreement and Settlement Agreement contemplate this possibility by including delay clauses outlined below.

One of the primary reasons for the extension is to maintain some of the Development Agreement benefits to Pardee. The Early Development Incentive under the Development Agreement authorizes Pardee to receive credit against certain development impact fees for up to 500 residential units if construction commences for those units within five years of the effective date (i.e., February 9, 2020). (Development Agreement, Section 6.8.) This incentive was created because "[t]he City wishes to establish new communities in the City and to encourage the early development of the Project, which, in light of current economic conditions, may require economic incentives to be provided to the Developer." (Development Agreement, Section 6.8.1.)

This incentive is still needed. The settlement required Pardee to eliminate 525 residential units, to remove the golf course and to process a General Plan Amendment to delete extensions of Brookside Avenue and Cherry Valley Boulevard,<sup>1</sup> among other things. The Settlement Agreement was not intended to require an amendment to the Butterfield Specific Plan, Development Agreement or any other associated approvals. (Settlement Agreement, p. 2, Recital H ["Nothing in this Settlement is construed to require an amendment to the Specific plan, the Development Agreement or any of the associated approvals."]; City Council Staff Report from City Attorney's office, December 9, 2014 ["However, the Settlement Agreement does not make any substantive changes to the Development Agreement and to the extent the terms of the Settlement Agreement affect certain aspects of the Project regulated by the Development Agreement, they are within the scope of flexibility built into the Development Agreement. Therefore, under the terms of the Development Agreement, no amendment to the Development Agreement is required."])

However, following the settlement, it became clear that key infrastructure components needed to be modified, namely because of the roadway configurations, abandoning of residential buildings in the northern planning areas and prohibition on the golf course. Before project approval, Pardee engaged and completed tentative tract maps for the original development plan and its 5,387 units at an expense of roughly \$2,779,577. This included 40-scale grading plans, golf course grading plans, golf club house architecture, drainage plans and flood plain routing and mapping. The level of engineering completed helped establish the precise planning area locations, which in turn helped define the Specific Plan/zoning. Many of the 2012 charts and tables reflect this (e.g., Specific Plan Section 3 table and charts defining zoning, percentage of growth allowed and maximum density). Despite the intent of the parties, the Settlement Agreement changed this. Pardee tried to use the original work and plans to accommodate the realignment of roadways, including Highland Home road (i.e., "H" Street). But because Highland Home Road could no longer connect to Cherry Valley Boulevard or Brookside, the road needed to be routed to Cougar.<sup>2</sup> The effect of what seemed like a straightforward change in fact required significant re-planning on Pardee's part.

For example, new lotting studies had to be commissioned and this began a process of abandoning all the previous engineering work. The new roadway configurations bisected planning areas and left orphan parcels that had no development potential. This in turn would make the Project financially infeasible, as the minimum project yield could not be attained. The original engineering studies, in excess of \$750,000, and all of the engineering work had to be abandoned. This is only one example of the Settlement Agreement's unintended impacts to Pardee and its development timeline.

The City has also required that Pardee reconfigure planning area boundaries to conform to growth percentages in the 2012 Specific Plan tables and figures. This effort alone took months to reconcile, until finally Pardee created a table that included planning areas that are now referred to as "A" and "B" proceeded by the corresponding planning area number. In this way, Pardee could strictly conform to a rule but it created confusion within the document.

Additionally, eliminating the golf course affected the southern portions of the property. The Gas Company requested that the 30" High Pressure Gas Line be relocated in a street versus what was once private golf course property and would now be public accessible open space. Pardee worked to keep the

---

<sup>1</sup> An application for a General Plan Amendment was originally submitted in December 2015. The General Plan Amendment and Specific Plan minor modification were approved in February 2017, approximately 14 months later.

<sup>2</sup> By leaving the 2012 roadway configurations and simply punching an extension to our northern loop street, this left an odd intersection at the upper northeast corner where Highland Home and the Northern Loop Street connected, which could have been construed by the Resort as a temporary condition that would allow for the future extension of Highland Home Road to the west. It was decided that Highland Home Road should continue into an intersection with Cougar at Highland Springs Ave, thus abandoning the northern loop road and re-designing Highland Home to curve westerly into Cougar.

pipeline in a roadway that more closely mirrored the existing location of the 30" gas line. As a result, "H" Street was realigned, the southern "peanut" street was abandoned, and the re-planning of the southern planning areas was commissioned.

Throughout this process, focus was directed to the open space and how the residential areas could interact with that space. Paseos are now included between many of the planning areas, allowing one to simply walk through their residential area and quickly find access to the new trail system. We think this is an improvement, but one that was not originally planned and that caused further delays.

Due in part to the length of time that passed since project approval in 2012, Pardee is now addressing new storage and storm water treatment rules. Compliance with these rules altered the new land planning efforts and triggered re-engineering. For example, throughout the open space and within several planning areas there will now be several water quality and storm water attenuation basins. The inclusions of these basins altered our new designs and required more planning time. The viability of the project was again in jeopardy as we struggled to find locations for the improvements while working within the required and needed densities.

Ultimately, in February 2017, the minor modification to the Butterfield Specific Plan was approved, nearly 2-years after the Development Agreement's effective date. Below is a breakdown of the events that have led to our request to extend the Early Development Incentive for two (2) years until February 9, 2022:

- February 2015: Pardee and City settle lawsuit, causing major concessions to land planning. Development Agreement becomes effective.
- February to August 2015: Pardee spends the next several months digesting the changes and seeks to save some or most of the engineering efforts that supported the 2012 approved plan.
- September 2015: Pardee decides to formally abandon the previously engineered plan, at a cost of approximately \$1,908,300.
- September 2015 through June 2016: Pardee's re-planning efforts begin.
- June 2016: Decision to prepare a Specific Plan minor modification. Pardee undertakes CEQA review with updated studies.
- February 2017: Approval of Addendum, General Plan Amendment and Specific Plan minor modification.
- March 2017: Pardee initiates new engineering plans for new tentative tract maps.
- May to June 2018: Pardee seeks approval for new tentative tract maps.

During this time, the City faced a number of staff losses and turnover. This impacted Pardee's ability to quickly modify this complex project consistent with the Settlement Agreement.

The extension of development impact fee credits for these 500 units is critical to Pardee's success at Atwell, but this will be a minimal impact to the City when compared to the project's public benefits. Atwell brings increased tax revenue, new housing opportunities, significant traffic and infrastructure improvements, reduction of traffic congestion, new schools, pedestrian mobility and connection, parks and open space. We estimate roughly \$67,020,000 in fees will be paid to the City even if the Early Development Incentive is extended.

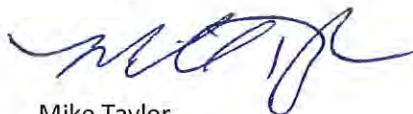
We estimate that the Settlement Agreement and new regulation delays have cost us two (2) years, which is the same amount of time we are requesting to extend the Early Development Incentive under Development Agreement Section 6.8. Under Development Agreement Section 19.2, third party litigation, causes beyond a party's control or causes without the claiming party's fault constitute "force majeure"

events authorizing an extension of time. This section also provides that “[a]n extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other Party within 30 days of knowledge of the commencement of the cause.” Please consider this letter as written notice triggering the “force majeure” clause.

We propose to memorialize an extension of this time via a letter signed by the City Manager or an operating memorandum executed by the parties. This extension is a non-substantive change to the Development Agreement as it does not result in a material change in fees. (Development Agreement, Section 10.4.2.)

Please let us know your availability to discuss the extension. Thank you for your time and consideration.

Sincerely,



Mike Taylor  
Division President  
Pardee Homes  
Cell: (951) 704-6430

Attachments: None

CC: Rochelle Clayton, Interim City Manager\*  
Kevin Ennis, Esq. – City Attorney, Richards, Watson & Gershon\*  
Michael Tidus, Esq. – Jackson-Tidus\*  
Sarah Kleinberg, Esq. – Jackson-Tidus\*  
\*via email only

# **ATTACHMENT 2**

## Approved Development Agreement

### Butterfield Specific Plan Project

\*RECORDING REQUESTED BY, )

AND WHEN RECORDED MAIL TO: )

)

CITY CLERK )

City of Banning )

99 E. Ramsey Street )

Banning, CA 92220 )

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2A						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	

No Recording Fee Required – Government Code § 27383



## DEVELOPMENT AGREEMENT

between

THE CITY OF BANNING

("City")

and

PARDEE HOMES

A California Corporation

("Developer")

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into on March 27, 2012, between the CITY OF BANNING (the "City"), a municipal corporation, and PARDEE HOMES (the "Developer"), a California corporation, pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, §§ 65864 through 65869.5 of the Government Code. The City and the Developer shall be referred to within this Agreement jointly as the "Parties" and individually as a "Party."

### R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

B. Development of the Developer's Property. Concurrent with the approval of this Agreement, the City has approved the Specific Plan, which contemplates low, medium and high density residential development, to a maximum total of 5, 387 dwelling units, 36 acres of commercial/retail development, schools, parks and supporting infrastructure on 1,543 acres, and a general plan amendment and a zone change and has certified a Final Environmental Impact Report, State Clearinghouse No. 2007091149, for the area described in Exhibit "A" (the "Developer's Property").

C. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, authorizing the City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein. The legislative findings and declarations underlying the Development Agreement Statute and the provisions governing contents of development agreements state, in Government Code §§ 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new housing, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

D. Intent of the Parties. The Developer and the City have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developer for infrastructure and public improvements and facilities will be met and to provide for the orderly development of the Developer's Property, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the development of the Developer's Property, the Developer will receive assurances that the City shall grant all permits and approvals required

for total development of the Developer's Property and will provide for the assistance called for in this Agreement in accordance with the terms of this Agreement.

E. Public Benefits of the Project. This Agreement provides assurances that the public benefits identified below in this Recital E will be achieved in accordance with the terms of this Agreement. The Project will provide local and regional public benefits to the City, including, without limitation:

1. Increased Tax Revenues. The development of the Developer's Property in accordance with the terms of this Agreement will result in increased real property and sales taxes and other revenues to the City.

2. Reduced Vehicle Miles Travelled. The Project will reduce vehicle trips by implementing a transportation demand management program that takes advantage of alternative modes of mass transit within the City.

3. Pedestrian Mobility. The Project encourages pedestrian mobility through the provision of walking paths, through signage guiding pedestrians to nearby destinations and through preservation of significant open space to create pleasant environments that will encourage walking.

4. Sustainable Design. The Developer will, to the extent reasonably feasible, include sustainable design for commercial and industrial uses and green building standards for residential construction.

5. Pedestrian Connection. The Project will include a series of public pedestrian trails throughout the Developer's Property.

6. Reduced Traffic Congestion. The Project will include improvements and contribute fees to improvements that will reduce congestion on local streets and the regional transportation network.

7. Public Schools. The Project will allow for the construction of elementary schools in both the Beaumont Unified School District and Banning Unified School District, which will benefit residents both within and outside the Project.

8. Natural Open Space. Over 56 acres of natural open space will be preserved in perpetuity.

9. Parks and Recreation. Park and recreation improvements include:

- a. 58.5 acres of community and neighborhood parks
- b. 8.0 acres devoted to private recreation centers.
- c. 254 acres of public golf course or active open space amenity
- d. 108.4 acres of other open space.

10. Financial Impact Mitigation. Based upon a study of financial impacts on the City, the Project will pay a Services Special Tax to alleviate negative financial impacts of the Project on the City.

F. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a public hearing on March 7, 2012, recommended, and the City Council, after making appropriate findings, certified, by Resolution No. 2012-24 adopted on March 27, 2012 a Final Environmental Impact Report for the Project, more specifically identified as the Final Environmental Impact Report for the Butterfield Specific Plan, State Clearinghouse No. 2007091149, as having been prepared in compliance with CEQA. On March 7, 2012, the Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement. On March 27, 2012, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found on the basis of substantial evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City.

G. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be, and hereby are, incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below.

1.1 Acquisition Agreement. "Acquisition Agreement" shall have the meaning set forth in Section 5.1 below.

1.2 Anniversary Date. "Anniversary Date" means the date of the anniversary of each year following the Effective Date established in Section 3.5.

1.3 Annual Review. "Annual Review" means the annual review of the Developer's performance of the Agreement in accordance with Section 12.1 of the Agreement and Government Code § 65865.1.

1.4 Applications. "Application(s)" means a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the current ordinances of the City provided that any additional or alternate requirements in those ordinances enacted after the Effective Date which affect the Project application shall apply only to the extent permitted by this Agreement.

1.5 Appraisal of Land Value. “Appraisal of Land Value” when referred to herein shall mean the determination by an experienced and independent MAI appraiser retained by City (Developer may veto any appraiser selected by City for good cause), in a written appraisal at fair market value based upon comparable sales of unimproved land, and serviced by the existing infrastructure, and with the development restrictions of the Specific Plan, and with the understanding that such value shall not exceed \$80,000 per acre.

1.6 Assignment. “Assign” shall have the meaning set forth in § 14.1.1 below. All forms of use of the verb “assign” and the nouns “assignment” and “assignee” shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.7 Authorizing Ordinance. “Authorizing Ordinance” means Ordinance No. 1451 approving this Agreement, introduced on March 27, 2012 and adopted on April 10, 2012.

1.8 Building Permit. “Building Permit,” with respect to any building or structure to be constructed on the Developer’s Property, means a building permit for not less than the shell and core of such building or structure issued by the City’s Division of Building and Safety.

1.9 CC&R’s. “CC&R’s” shall have the meaning set forth in Section 14.4 below.

1.10 Certificate of Compliance. “Certificate of Compliance” shall have the meaning set forth in Section 12.2 below.

1.11 Certificate of Occupancy. “Certificate of Occupancy,” with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by the City with respect to such building or other work of improvement.

1.12 CFD. “CFD” means a community facilities district for the Project allowed to be formed pursuant to the CFD Act by a Local Agency.

1.13 CFD Act. “CFD Act” means the Mello Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.), as it may be amended from time to time, authorizing the imposition of special taxes to fund capital facilities and services.

1.14 City. “City” means the City of Banning, California.

1.15 City Council. The “City Council” means the governing body of the City.

1.16 City Development Agreement Ordinance. “City Development Agreement Ordinance” means Chapter 17.60 of the Zoning Ordinance which establishes a procedure for the consideration and approval of development agreements pursuant to the Development Agreement Statute.

1.17 City Manager. “City Manager” means the City Manager of City.

1.18 City Wide Traffic Improvements. "City Wide Traffic Improvements" means those traffic improvements identified in the Traffic Impact Mitigation Fee established in Article 7.

1.19 Claims or Litigation. "Claims or Litigation" means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.20 Dedicate or Dedication. "Dedicate" or "Dedication" means to offer the subject land to the City.

1.21 Default. "Default" refers to any material default, breach, or violation of a provision of this Development Agreement as defined in Section 13 below. "City Default" refers to a Default by the City, while "Developer Default" refers to a Default by the Developer.

1.22 Developed Property. "Developed Property" shall mean residential property for which a certificate of occupancy has been issued or a final inspection conducted.

1.23 Development Goals. "Development Goals" shall have the meaning set forth in Section 6.2 below.

1.24 Developer's Property. "Developer's Property" means the 1543 acres of land, more or less, described in Exhibit A in which Developer holds a legal or equitable interest and upon which the Project will be developed.

1.25 Development. "Development" means the improvement of the Developer's Property for purposes of effecting the structures, improvements and facilities composing the Project including, without limitation: grading, the construction of infrastructure and public facilities related to the Project, whether located within or outside the Developer's Property; the construction of structures and buildings; the installation of landscaping; and the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, improvement or facility after the construction and completion thereof, provided that such repair, or reconstruction takes place during the Term of this Agreement on parcels subject to this Agreement.

1.26 Development Agreement Statute. "Development Agreement Statute" means §§ 65864 through 65869.5 of the Government Code as it exists on the Effective Date.

1.27 Development Approvals. "Development Approvals" means all site-specific (meaning specifically applicable to the Developer's Property only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building and other similar permits, the site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans,

maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.28 Development Impact Fees. “Development Impact Fees” means the monetary consideration, other than a tax or assessment, charged by the City in connection with mitigating the Project’s specific impacts and the development of the public facilities related to the Development of the Project, including those fees, calculated on the basis of the number of residential units or square footage of non-residential development to be constructed, as set forth on Exhibit “D” attached hereto as well as those Development Impact Fees set forth in Exhibit B and being revised. Development Impact Fees do not include Processing Fees.

1.29 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals and Existing Land Use Regulations.

1.30 Director. “Director” means the City’s Director of Community Development or equivalent official.

1.31 Economically Distressed Year. “Economically Distressed Year” means any calendar year in which the number of building permits for single family dwelling units issued in Western Riverside County (includes all cities and unincorporated county territory) are less than 50% of the average number of building permits issued during the prior 25 years, based on the annual report of the California Construction Industry Research Board. For example, for the 25 year period from 1987 to 2011, inclusive, total permits issued were 235,455 and the annual average was 9418. In 2008, 2009, 2010 the total permits issued were 2794, 2717 and 3321, so all three years would have been declared “Economically Distressed” hereunder. If the number of building permits issued in any calendar year are not available from the California Construction Industry Research Board, then the City shall obtain them from any other reliable source measuring the same data over the period.

1.32 Effective Date. “Effective Date” means the date this Agreement becomes effective as set forth in Section 3.5.

1.33 Eligible Facilities. “Eligible Facilities” means the Proposed Project Facilities and other public facilities, fees and contributions for public facilities, as described in the Financing Plan.

1.34 Exaction. “Exaction” means Dedications, payment of Development Impact Fees and/or construction of public infrastructure by the Developer as part of the Development of the Project. The development will be subject to all development and/or in lieu fees currently in the process of being studied by the City as identified in Section 7.22 so long as they are adopted prior to the issuance of building permits for specific portions of the development proposed herein. The amount of the fees shall be as required at the time of issuance of building permits.

1.35 Existing Development Approvals. “Existing Development Approvals” means only the Development Approvals which are listed on Exhibit “B.”

1.36 Existing Land Use Regulations. “Existing Land Use Regulations” means those Land Use Regulations applicable to the Property in effect on the Effective Date.

1.37 Financing Plan. “Financing Plan” means Exhibit “H” attached hereto.

1.38 Force Majeure. “Force Majeure” shall have the meaning set forth in Section 19.2 below.

1.39 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Developer’s Property approved by the City after the Effective Date such as tentative tract maps, subdivision improvement agreements and other more detailed planning or engineering approvals.

1.40 General Plan. “General Plan” means the City’s General Plan as it exists on the Effective Date, and as expressly amended by (i) General Plan Amendment 11-2501 approved by the City Council concurrently with this Agreement; and (ii) future amendments applicable to the Developer’s Property, if permitted, by Article 11.

1.41 Goals and Policies for Financing. “Goals and Policies for Financing” or “Goals and Policies” means the City’s goals and policies adopted in accordance with Section 5.2.1.

1.42 Golf Course/Active Open Space. “Golf Course/Active Open Space” means the area containing all of Planning Area 35 and Planning Area 39 as described in the Specific Plan and Sections 5.3 and 5.9.10 below.

1.43 Grading Permit. “Grading Permit” means a permit issued by the City’s Division of Building and Safety which allows the excavation or filling, or any combination thereof, of earth.

1.44 Improvement Area. “Improvement Area” shall have the meaning set forth in Section 5.1 below.

1.45 Innocent Owner. “Innocent Owner” shall have the meaning set forth in Section 13.6 below.

1.46 LAFCO. “LAFCO” means the Riverside County Local Agency Formation Commission.

1.47 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Developer’s Property or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, the Specific Plan, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes and building and

improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.48     Legal or Equitable Interest. “Legal or Equitable Interest” means (i) an option or purchase agreement or (ii) fee title evidenced by appropriate title insurance issued in favor of the Developer.

1.49     LMD. “LMD” means the Landscape and Maintenance District established pursuant to Streets and Highways Code § 22500 et seq. to fund parks, parkways, City rights of way landscaping and common areas.

1.50     Local Agency. “Local Agency” means any public agency authorized to levy, create or issue any form of land secured financing over all or any part of the Project, including, but not limited to, the City.

1.51     Lot. “Lot” means any of the parcels legally created within the Project as a result of any approved final subdivision, parcel or tract map, pursuant to the Subdivision Map Act or recordation of a condominium plan pursuant to Civil Code § 1352.

1.52     Master Tract Map. “Master Tract Map” (or “A Map”) means a large scale tract map covering one or more complete Planning Areas which will include all infrastructure necessary to develop the tract and a phasing plan as to the development of the infrastructure and the subsidiary subdivisions within the tract. The Master Tract Map is a subdivision map within the meaning of the Subdivision Map Act and shall meet the requirements of the Act and of this Agreement. The Master Tract Map may also be a financing map for purpose of financing the development of the Project or the conveyance of large lots and may not require the actual construction of improvements.

1.53     Mortgage. “Mortgage” means a mortgage, deed of trust, sale and leaseback arrangement or other transaction in which all, or any portion of, or any interest in, the Developer’s Property is pledged as security.

1.54     Mortgagee. “Mortgagee” refers to the holder of a beneficial interest under a Mortgage.

1.55     Mortgagee Successor. “Mortgagee Successor” means a Mortgagee or any third party who acquires fee title or any rights or interest in, or with respect to, the Developer’s Property, or any portion thereof, through foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise from, or through, a Mortgagee. If a Mortgagee acquires fee title or any right or interest in, or with respect to, the Developer’s Property, or any portion thereof, through foreclosure, trustee’s sale or by deed in lieu of foreclosure and such Mortgagee subsequently conveys fee title to such portion of the Developer’s Property to a third party, then such third party shall be deemed a Mortgagee Successor.

1.56 Municipal Code. "Municipal Code" means the City's Municipal Code as it existed on the Effective Date and as it may be amended from time to time consistent with the terms of this Agreement.

1.57 Non-Defaulting Party. "Non-Defaulting Party" shall have the meaning set forth in Section 13.1 below.

1.58 Owner. "Owner" means Pardee Homes and any successors during the period of time that each such person or entity owns fee title to any portion of the Developer's Property prior to the development of such portion of the developer's Property and subject to the terms of this Agreement.

1.59 Park fees. "Park Fees" means Development Impact Fees levied by the City for Open Space and Park Development pursuant to Chapter 15.68 of the Municipal Code.

1.60 Phase. "Phase" shall have the meaning set forth in Section 6.2 below.

1.61 Phasing Plans. "Phasing Plans" shall mean the detailed plans for development of the Proposed Project Facilities and other infrastructure and for the Project which are developed pursuant to Section 6.5 as a part of processing the Subdivision Maps.

1.62 Planning Area. "Planning Area" means each of the 75 planning areas described in the Specific Plan, and shown on Exhibit "A."

1.63 Planning Commission. "Planning Commission" means the City's Planning Commission.

1.64 Pre-Qualified Buyer. "Pre-Qualified Buyer" means a publicly traded builder or developer or a privately held merchant builder with a minimum net financial worth of Five Million Dollars (\$5,000,000) who has constructed at least 75 homes in California during the preceding five year period.

1.65 Property Owner's Association or POA. "Property Owner's Association" or "POA" means one or more association formed among the owners of real estate located within the Property (as the same may be subdivided from time to time), including, but not limited to, one or more associations of homeowners and/or other associations of owners of industrial, commercial, educational and retail property.

1.66 Processing Fees. "Processing Fees" means (i) the City's normal fees for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection and similar fees imposed to recover the City's costs associated with processing, review and inspection of applications, plans, specifications, etc., and (ii) fees and charges levied by any other public agency, utility, district or joint powers authority, whether or not City is a member of such body or such fees are collected by the City, and whether or not such fees are used for maintenance or capital outlay purposes.

1.67 Project. "Project" means the Development of the Developer's Property, pursuant to this Agreement and the Existing Land Use Regulations, as depicted on Exhibit "B" attached hereto.

1.68 Proposed Project Facilities. "Proposed Project Facilities" means those improvements set forth on Exhibit "F" attached hereto or otherwise included in conditions of approval of the maps.

1.69 Reimburse or Reimbursement. "Reimburse" or "Reimbursement" means the provision by the City of cash or credit in return for land, goods or services provided by Pardee Homes.

1.70 Reservations of Authority. "Reservation of Authority" shall have the meaning set forth in Article 11 below.

1.71 Services Special Tax. "Services Special Tax" shall mean the special tax authorized to be levied by the CFD(s) established over the Developer's Property to alleviate the negative fiscal impact of the Project on City services as established by the Fiscal Impact Analysis ("FIA") and as further described in Section 5.3 below.

1.72 Specific Plan. "Specific Plan" means the Butterfield Specific Plan, prepared by RBF Consulting and approved by the City Council by Ordinance No. 1450 introduced on March 27, 2012, adopted on April 10, 2012.

1.73 Subdivision Map. "Subdivision Map" (or "B Map") means the subsidiary subdivision maps for the development of any Tract which shall be consistent with the conditions of the Master Tract Map and shall contain its own phasing plan for the installation of the infrastructure and other improvements within the subdivision. All subdivision maps shall meet the requirements of the Subdivision Map Act including § 66473.7 (See 65867.5).

1.74 Subdivision Map Act. "Subdivision Map Act" means Government Code § 66412 et seq. as implemented by Title 16 of the Municipal Code.

1.75 Taxes. "Taxes" means general or special taxes, including but not limited to ad valorem property taxes, sales taxes, transient occupancy taxes, utility taxes or business taxes of general applicability citywide which do not burden the Developer's Property disproportionately to similar types of development in the City and which are not imposed as a condition of approval of a development project. Taxes do not include Development Impact Fees, Processing Fees or Traffic Control Facility Fees.

1.76 Ten or 10<sup>th</sup> Year Anniversary Review. "Ten Year Anniversary Review" means the review performed upon each 10th anniversary of the Effective Date as provided in Section 6.6.

1.77 Term. "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as defined in Article 6.7 below.

1.78 Traffic Control Facility Fee. "Traffic Control Facility Fee" means the fee set forth in Exhibit "B" attached hereto.

1.79 Transfer. "Transfer" shall have the meaning set forth in Article 14 below.

1.80 Trigger Percentages. "Trigger Percentages" shall have the meaning set forth in Section 14.1.1 below.

1.81 TUMF. "TUMF" means the Transportation Uniform Mitigation Fee promulgated by the Western Riverside Council of Governments and implemented by Chapter 15.76 of the Municipal Code.

1.82 Zoning Code. "Zoning Code" means Title 17 of the Municipal Code as it existed on the Effective Date except (i) as amended by any zone change relating to the Developer's Property approved concurrently with the approval of this Agreement, including Zone Change No. 11-3501, and (ii) as the same may be further amended from time to time consistent with this Agreement.

## 2. EXHIBITS.

The following are the Exhibits to this Agreement:

Exhibit "A": Map and Legal Description of the Developer's Property

Exhibit "B": Existing Development Approvals/Fee Studies

Exhibit "C": Estoppel Certificate

Exhibit "D": Development Impact Fees

Exhibit "E": Additional Agreements Concerning Development

Exhibit "F": Proposed Project Facilities

Exhibit "G": Highland Springs Avenue Improvements

Exhibit "H": Butterfield Project Financing Plan

## 3. TERM.

3.1 Term. The term of this Development Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of forty (40) years, subject to review, as called for in Section 6.2 below, to determine whether the Development Goals have been met, and reduction in the Term of five (5) years for each time the Development Goals of a Phase are not met and extensions for Economic Distress, as provided in Sections 6.6.5 and 6.7 below.

3.2 Termination Upon Completion of Construction. This Agreement shall terminate with respect to any Lot, and such Lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the last building on the Lot or, if no certificate is issued, when the final inspection for the last building on the Lot has taken place.

3.3 Termination for Default. This Agreement may be terminated due to the occurrence of any default in accordance with the procedures in Article 13.

3.4 Extension of the Term: The Term shall be extended by one (1) year for each Economically Distressed Year occurring during any Phase up to a maximum of three (3) years for any Phase.

3.5 Effective Date. This Agreement shall become effective upon the date thirty (30) days after the adoption of the Authorizing Ordinance if no Claim or Litigation have been filed which would prevent the Authorizing Ordinance from taking effect. If such a Claim or Litigation has been filed, then the Effective Date shall be the date that the Claim or Litigation has been successfully resolved in the City's favor, and the time for any further judicial review has run, so that the Authorizing Ordinance shall be effective. The City shall give Developer notice as to the date established as the Effective Date. The Effective Date is not otherwise tolled for any other Force Majeure as described in Section 19.2.

#### 4. DEVELOPMENT OF THE DEVELOPER'S PROPERTY.

4.1 Right to Develop. During the Term, the Developer shall have a vested right to develop the Developer's Property (subject to Article 11 below) to the full extent permitted by the Development Plan and this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the development of the Developer's Property (including the uses of the Developer's Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project). The maximum number of residential units authorized to be constructed hereunder and the approximate acreage of commercial development, without regard to any density bonus or incentive or concession for child care pursuant to Government Code §§ 65915 through 65918 or other similar legislation or regulation, is 5,387 units and approximately 36-acres of commercial development. In furtherance of the foregoing, the Developer retains the right to apportion the uses, intensities and densities, between itself and any subsequent Owners, upon the sale, transfer, or assignment of any portion of the Property, so long as such apportionment is consistent with the Existing Land Use Regulations and this Agreement.

4.2 Right To Future Approvals. Subject to the City's exercise of its police power authority as specified in Article 11 below, the Developer shall have a vested right: (i) to receive from the City all future Development approvals for the Developer's Property that are consistent with, and implement, the Existing Land Use Regulations and this Agreement; (ii) not to have such approvals be conditioned or delayed for reasons which are inconsistent with the Existing Land Use Regulations or this Agreement; and (iii) to Develop the Developer's Property in a manner consistent with such approvals in accordance with the Existing Land Use

Regulations and this Agreement. All future Development Approvals for the Developer's Property, including without limitation General Plan amendments, zone changes, or parcel maps or tract maps, shall upon approval by the City, be vested in the same manner as provided in this Agreement for the Existing Land Use Regulations, for the term of this Agreement.

4.3 Existing Development Approvals. Only those items specifically set forth on Exhibit "B" hereto are deemed Existing Development Approvals for purposes of this Agreement. Any approvals not included within Exhibit "B" shall not apply to the Project with the exception of those reservations set forth in Article 11 below.

4.4 Specific Plan. Land use and Development of the Property shall be governed by the Specific Plan and this Agreement. Notwithstanding any other provision of this Agreement, the Developer shall have the right, but not the obligation, to Develop the Developer's Property for the uses specified in the Specific Plan at the locations specified in the Specific Plan.

4.5 Priority Of Specific Plan. The City has determined that the Specific Plan is consistent with the General Plan and the Zoning Code. As such, the Specific Plan shall be the primary document governing the use and Development of the Developer's Property and, in the event of a conflict, shall prevail over any other of the Existing Land Use Regulations except for this Agreement, which prevails over the Specific Plan.

4.6 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Article 11. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of all necessary Future Project Approvals or permits for the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

4.7 Impact Fee Studies. As provided in Section 7.2, studies for certain Development Impact Fees, listed in Exhibit "D," will be performed after the Effective Date of this Agreement and shall become a part of the Existing Development Approvals. Additionally, Development Impact Fees are subject to review and adjustment as a part of the 10 Year Anniversary Reviews, in accordance with Section 6.6. The cost of performing the studies may be included in the fees.

## 5. FINANCING AND THE CITY'S OBLIGATIONS.

5.1 Formation of CFD(s) and LMDs. Subject to the provisions of this Article 5, some or all of the Eligible Facilities shall be funded through the City's formation of one or more CFDs and the levy of a special tax of the CFD(s) (the "Facilities Special Tax") and issuance of bonds secured by the Facilities Special Tax (the "Bonds") in accordance with the Financing Plan set forth in Exhibit H. Such CFD(s) shall, pursuant to Section 5.3, also be authorized to finance certain City public services costs (incurred as a result of Development of the Developer's Property) through the levy of a special tax, in the not to exceed amount set forth in the Financing Plan, on each residential unit located within the boundaries of such CFD(s) (the

“Services Special Tax”). Additionally, landscape maintenance districts (“LMDs”) may be formed under Section 5.6.

5.1.1. Procedures for Formation. The City and the Developer shall cooperate in good faith to form one or more (i) CFDs and/or designate improvement areas therein (the “Improvement Areas”), (ii) LMDs and designate improvement areas therein (also “Improvement Areas”), and (iii) CFDs for the Special Services Tax (collectively referred to herein as the “Financing Districts”), which are consistent with the Financing Plan and which in the aggregate will encompass and encumber the Developer’s Property. Final terms and conditions regarding the formation of the Financing Districts, their boundaries, Improvement Area boundaries, the rate and method of apportionment of the Services Special Taxes and Facilities Special Taxes to be levied in any CFD, LMD and/or Improvement Area (including any tax zones therein), any acquisition or construction agreements related thereto, and the terms of one or more series of Bonds to be issued in conjunction therewith shall be determined jointly by City and the Developer in accordance with the Financing Plan and the City’s Goals and Policies for Financing. In conjunction with the formation of any Financing District, the Developer and the City shall cooperate in good faith to negotiate and finalize any acquisition and funding agreement prior to the formation of the first Financing District addressing the terms of construction, acquisition and financing of any of the Eligible Facilities to be funded by the Financing District (such agreement to be referred to herein as the “Acquisition Agreement”). Developer shall cooperate in the establishment of the levy over Developer’s Property and not exercise any rights of protest.

5.1.2. Timing of Formation. Developer shall prepare all studies and submit all documents necessary to form the Financing Districts within one year after the adoption of City’s Goals and Policies for Financing. After Developer has initiated formation of the Financing Districts, City shall form the Financing Districts consistent with the City’s adopted Goals and Policies for Financing and State Law. City shall complete formation proceedings within 180 days after Developer makes the necessary submission. The Developer shall indemnify the City and hold it harmless against Claims or Litigation brought in connection with the formation of the Financing Districts.

5.1.3. Failure to Form Financing Districts. If any of the contemplated Financing Districts are not formed, or formed but not in accordance with the terms of this Agreement, through the failure of one Party to perform its obligations pursuant to Section 5.1, the other Party shall have the right, but not the obligation, to terminate this Agreement upon providing 30 days written notice to the Party which has failed to perform prior to the actual termination date.

5.2 Adoption of Goals and Policies for Financing. Before the Developer undertakes development of any units, the City shall retain a financial advisor and prepare a City-wide policy for undertaking land based CFD and assessment financing. The draft policy will be reviewed with the Developer and the City shall in good faith consider any comments made by the Developer on the draft policy. The goals and policies for Financing shall be adopted within 180 days after the Effective Date and shall be consistent with Exhibit H, including the Financing Parameters described therein. The goals and policies shall be adopted by Council by resolution and thereafter be the Goals and Policies for Financing. The City may amend the Goals and

Polices for Financing from time to time, and will be a part of the Existing Land Use Regulations hereunder, but such amendment shall not apply to the Development unless they are consented to by Developer.

**5.3      Services Special Tax.** The final Fiscal Impact Analysis prepared by the City's consultant, Willdan Financial Services, dated September 16, 2011, (the "FIA") demonstrates an overall negative fiscal impact on certain City public service costs incurred as a result of Development of the Developer's Property, including without limitation, the City's costs for police and fire services. The FIA demonstrates that such negative fiscal impact can fully be mitigated by an annual Services Special Tax, implemented as required by this Section 5.3 and the Financing Plan set forth in Exhibit "H" attached hereto. The annual services Special Tax shall not exceed \$ 115 per dwelling unit of greater than 1820 square feet of habitable area and \$92 per dwelling unit of 1820 or less square feet of habitable area in fiscal year 2013-14 and shall increase each fiscal year thereafter by 3%. The Services Special Tax may be levied in perpetuity and shall only be levied by the CFD(s) formed pursuant to Section 5.1 on residential parcels classified as Developed Property, but Developer shall cooperate in the establishment of the levy over Developer's Property and not exercise any rights of protest.

**5.4      Planning Area 19, 35, 39 and 71 Drainage Facilities.** In the event that the Developer, in its sole and absolute discretion, determines that the Golf Course is financially infeasible, the flood control improvements within Planning Areas 35 and 39 shall be considered Proposed Project Facilities and may be funded through the CFD(s). If this occurs, then portions of the land within Planning Areas 35 and 39 will be dedicated as public open space and the remaining portions dedicated to flood control appurtenances, to be transferred to the City or the Riverside County Flood Control District upon completion of the flood control facilities on such site and shall be improved to the Master Plan Standards of District. Plans for developing the necessary improvements shall be developed as a part of the Phasing Plans pursuant to Section 6.5, but improvements may not be required until the City Engineer determines that development will (i) intrude into the flood plan or (ii) cause the alteration of Smith Creek. The City Engineer may approve temporary improvements until the scale of the portion of the Project completed requires permanent structures. Upon transfer of the portions of the Planning Areas relating to the flood control facilities to the City or District, if the CFD(s) are formed or, as soon thereafter as the CFD(s) are formed, the City shall pay the agreed upon construction costs to the Developer from available CFD Proceeds in accordance with the Financing Plan. (Also see Sections 8.1.3. and 8.2.)

**5.5      Reimbursement Agreements.** If, and to the extent that, the Developer constructs or installs any infrastructure and/or facilities that have a capacity or size in excess of that required to serve the Project or to mitigate its impacts, the City shall reimburse the Developer for all costs and expenses incurred by the Developer in constructing such improvements for that portion of the Dedications, public facilities and/or infrastructure that the City, pursuant to this Agreement, may require pursuant to the Existing Land Use Regulations. The City further shall adopt ordinances, including but not limited to those authorized by Government Code § 66485 et seq., as may be required in order to impose a reimbursement obligation on other properties which may be served or benefited by the oversized infrastructure or facilities. The terms of the Reimbursement Agreements shall otherwise be consistent with the City's forms generally used with all other development projects of over 200 units. Such

reimbursement shall be paid to the Developer at the earliest opportunity out, and upon collection, of available fees from benefited developments so long as consistent with City's other contractual obligations. Repayment shall not extend beyond the Term of this Agreement.

5.6 Landscape Maintenance Districts. The City shall take, and Developer shall support, all steps necessary to establish LMD(s) or other maintenance districts, to fund maintenance of City parks, parkways, City rights of way landscaping, and common areas as provided in Section 5.1. The Developer shall make a deposit to pay the cost for review and approval of all agreements, studies, analysis and actions necessary for the establishment of the LMD(s).

5.7 Reimbursement for Pre-Approval Costs. The City shall provide fee credits to the applicable DIFs, as set forth below, for those residential units for which Commencement of Construction occurs by the twelfth anniversary of the Effective Date, but not more than for the first 1200 units. "Commencement of Construction" as used herein shall have the same meaning as under Section 6.3. The units eligible for fee credits for reimbursement shall be those of the 1200 which are not eligible for the incentive provided for in Section 6.8. If the incentive is taken in accordance with Section 6.8, then the amount of the credit for each unit for each fee shall be determined by taking the amount of cost to be reimbursed and dividing it by 1200 minus the number of units eligible for the incentive. As an example, if the total amount of the cost to be reimbursed is \$227,500 and the number of units eligible for the incentive is 400, then the amount of the credit for each unit after the first 400 within the 12 years following the Effective Date will be  $\$227,500/(1200-400) = \$227,500/800 = \$284$  rounded to the nearest dollar. These fee reimbursements may be included in the subsequent fee studies performed pursuant to Section 7.2.2. [The per unit figure shown below assumes the credit is taken over 1200 units.]

5.7.1.1 A fee credit against updated Sewer Sanitary Fee and Recycled Water Fee of \$227,500 or \$189.60 per unit for the Corollo Study related to the sewer and recycled water master plans.

5.7.1.2 A fee credit against the updated Domestic Water Fee of \$1,115,000 or \$929.17 per unit for the consultant time related to the preparation of the City's 2010 Urban Water Management Plan.

5.7.1.3 A fee credit against the proposed revised Traffic Control Facility Fee of \$105,000 or \$875 per unit for the consultant time related to the preparation of the Traffic Impact Analysis and related traffic fee prepared documents.

5.7.1.4 A fee credit against the proposed revised Traffic Control Facility Fee of \$45,000 or \$375 per unit for the development of Citywide fees related to the Traffic Impact Fees study or other fee studies required as a result of entitlement activities.

5.7.1.5 A fee credit against the proposed revised Traffic Control Facility Fee or other appropriate fee of \$550,000 or \$462.50 per unit for the consultant time and plan preparation for required studies related to pre-project improvements to Highland Springs near the I-10 freeway.

5.7.1.6 A fee credit against the General Plan Fee of \$187,500 or \$156 per unit for the General Plan Traffic Circulation Element Amendment preparation.

5.8 Obligations of Developer Respecting Financing; No Speculation.

Except as specifically provided herein, it is expressly understood that the Developer is fully responsible for the cost of the Project and obtaining any necessary construction or long term financing therefore. The Developer's Property shall be used solely to support the development of the Project and may not be pledged as security to support financing for any other purpose, in accordance with Article 18.

6. TIME FOR CONSTRUCTION AND COMPLETION OF PROJECT.

6.1 Timing of Development. The Parties acknowledge that the substantial public benefits to be provided by the Developer to the City pursuant to this Agreement are in consideration for, and in reliance upon, assurances that the City will permit Development of the Developer's Property in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict or limit the Development of the Developer's Property in any manner that would conflict with the provisions of this Agreement. The City acknowledges that the Developer cannot at this time predict the timing or rate at which the Developer's Property will be Developed. The timing and rate of Development depend on numerous factors such as market demand, interest rates, absorption, completion schedules and other factors, which are not within the control of the developer or the City. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the Pardee case by acknowledging and providing in this Agreement that the Developer shall have the vested right to Develop the Developer's Property in such order and at such rate and at such time as the Developer deems appropriate, but in accordance with the Development Goals and the phasing plans developed in accordance with Section 6.5, and in accordance with other terms hereof or in the Development Approvals related to project phasing and timing. In addition to, and not in limitation of, the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Developer's Property or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Developer's Property to the extent that such moratorium, referendum or other similar limitation is in conflict with this Agreement. Notwithstanding the foregoing, the Developer acknowledges that nothing herein is intended or shall be construed as (i) overriding any provision of the Existing Land Use Regulations to the phasing of development of the Project; or (ii) restricting the City from exercising the powers described in Section 11 of this Agreement to regulate development of the Property. Nothing in this Section 6.1 is intended to excuse or release the Developer from any obligation set forth in this Agreement which is required to be performed on or before a specified calendar date or event without regard to whether or not one or more Owners proceed with any portion of the Project. The City acknowledges that the Project Phasing set forth in the Specific Plan does not require

that the Project be Developed in any specific order but, instead, are illustrative of how the Project may be Developed. The Project Phasing instead is controlled by this Agreement.

**6.2 Development Goals.** Notwithstanding the provisions of Section 6.1, the Developer must achieve certain goals and objectives in terms of Project development in order to keep the Agreement in place for the full term contemplated in Section 3.1. The development of the Project will be reviewed at each Ten Year Anniversary Review. The Development Goals are as follows:

Phase I (10 <sup>th</sup> Anniversary)	<ul style="list-style-type: none"><li>▪ Development will begin near the corner of Highland Springs and Wilson unless otherwise agreed</li><li>▪ 1,200 Residential Units to be constructed</li><li>▪ Commercial retail development per 6.2.4</li><li>▪ Outlet for Smith Creek and other improvements in Section 6.2.3.</li></ul>
Phase II (20 <sup>th</sup> Anniversary)	<ul style="list-style-type: none"><li>▪ 1,600 residential units to be constructed</li></ul>
Phase III (30 <sup>th</sup> Anniversary)	<ul style="list-style-type: none"><li>▪ 1,400 residential units to be constructed</li></ul>
Phase IV (40 <sup>th</sup> Anniversary)	<ul style="list-style-type: none"><li>▪ 1,187 residential units to be constructed</li></ul>

**6.2.1. Cumulative Measure of Units.** The Development Goals for each Phase shall be cumulative, e.g., if the Developer has constructed 2000 Residential Units in Phase I and 1000 Residential Units in Phase II, then the Developer will have met the Development Goal for Phase II even though less than 1500 Residential Units were constructed during Phase II.

**6.2.2. More Detailed Phasing Plans Developed.** Within each Phase, as defined above, more detailed phasing plans for each subdivision shall be developed in accordance with Section 6.5, and are subject to the City's review and approval as conditions of approval of the Tract or Subdivision Map and, as approved, shall become a part of the Existing Approvals.

**6.2.3. Additional Phase I Development.** In addition to the residential unit Development Goals, Phase I shall also include: (i) commercial development as specified in Section 6.2.4, (ii) the outlet for the Smith Creek flood control improvements at Wilson, (iii) the preparation and dedication of the Recreation/Emergency Center site described in Section 8.1.4, (iv) the satellite water treatment plant described in Section 8.3, (v) the water tanks described in Section 8.5; and (vi) such other Proposed Project Facilities as required by the Specific Plan and the Phasing Plans approved pursuant to Section 6.5. Notwithstanding the specification of timing as provided herein, with the approval of the City Manager, any public improvement required herein may be deferred for good cause.

**6.2.4. Commercial Development.** A minimum 23-acre retail-commercial site at the corner of Highland Springs and Wilson (Planning Area 18) will be prepared as a part of Phase I, and concurrently with the development undertaken pursuant to Section 6.8. Site preparation

shall require the grading of the Site, construction of surrounding streets, and bringing all necessary utilities and infrastructure for development. Developer shall also demonstrate a good faith effort undertaken over at least a five (5) year period to market the site for sale or lease to a suitable user. Additionally, Developer shall maintain the potential to expand the site to as much as 88 acres to permit a larger commercial development, provided that such expanded project obtains any necessary entitlements. Developer shall advise City within five (5) years of the Effective Date as to what interest there might be in the expanded project and the parties will mutually agree as to the scope of the project. The timely preparation and attempts to market this site is required for completion of Phase I and is subject to the same treatment as the residential units (i.e. phasing period can be prolonged for economic distress and the Term of Agreement can be shortened pursuant to Section 6.7). The goal of the City is to locate a significant sales tax generating "big box user" as the major tenant of the project. Accordingly, City retains the right to approve the major tenant in the project (tenants over 75,000 sq. ft), in accordance with the provisions in Article 14 as a transferee by lease or sale.

6.2.5. Extensions of Phases. The length of each Phase for the purposes of this Section 6.2 shall be extended by one (1) year for each Economically Distressed Year occurring during the Phase, up to a maximum of three (3) years as provided in Section 6.6.5.

6.3 Development Goals Satisfied By Commencement of Construction. The Development Goals for residential units specified above are satisfied if construction has commenced. "Commencement of Construction" of a residential unit means that building plans have been approved, that a building permit has been issued and that construction has commenced on the unit. The unit shall not be counted if the building permit expires without completion of the unit.

6.4 Public Improvements. The Parties understand and agree that the Specific Plan identifies the public infrastructure and though it contains phasing concepts, it does not specify precisely the phasing of the construction of public infrastructure. The development phasing will be consistent with the Specific Plan and this Agreement. The City desires that required public infrastructure generally be constructed in the early portion of the applicable phase of the development cycle subject to the guidelines specified below. In consideration of the foregoing, notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Future Approvals to require Developer to dedicate necessary land, pay the development fees specified in Article 7, and/or to construct the required public infrastructure ("Exactions"), at such time as City shall determine in accordance with the process in Section 6.5 and subject to the following conditions:

A. The dedication, payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

B. The timing of the Exaction should be reasonably related to the phasing of the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public and the improvements shall be completed based upon the needs of the general public existing from time to time.

When the Developer is required by this Agreement and/or the Development Plan to construct any public improvements which will be dedicated to the City or any other public agency, upon completion, and if required by applicable laws to do so, the Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work. The Developer shall pay prevailing wages as required by law.

**6.5      Development of Phasing Plans During Subdivision Map Approvals.** The phasing and timing requirements for the construction of all development including public improvements shall generally be in accordance with the Development Approvals and applicable provisions of this Agreement (For example, Sections 6.2, 6.4, 6.5, 7.3, 8.0, etc.). Although the overall timing of Project development remains subject to the Developer's discretion based on market conditions in accordance with Section 6.1, there is a logical sequence to the development and certain improvements are required to be complete before phases of the Project can be considered complete and ready for occupancy. The Phasing Plan will be developed over time in accordance with the following process:

**6.5.1.      Master Phase Tract Map.** Each Phase shall have a Master Tract Map which shall be submitted for financing and conveyance purposes only and no improvements may be constructed nor shall development be permitted pursuant to such approved Tract Map except through submission and approval of tentative and final Subdivision Maps. Concurrently with processing of the Master Tract Map, all tentative Subdivision Maps for the Tract shall be submitted and processed.

**6.5.2.      Subdivision Maps.** Each Master Tract Map shall designate future subdivisions within the Tract and the order of subdivision development to the extent that the need for development of public infrastructure dictates the logical progression of subdivision development. Each Subdivision Map shall show all infrastructure necessary for the development of the Subdivision. Each subdivision will have a written Phasing Plan approved by the Director and the City Engineer prior to commencement of development of the subdivision specifying when the lots within the subdivision will be developed and when all public infrastructure within the subdivision will be constructed. Generally all streets, lighting, curbs and gutters, sidewalks, parkway landscaping, asphalt concrete paving, traffic signs and stripping, medians, landscaping, drainage facilities, storm drains, water lines, sewer lines, utility lines, trails and other facilities within the subdivision must be completed before release of any occupancy permits within the subdivision. All conditions which require the provision of Proposed Project Facilities and Subdivision Improvements for the area covered by each tentative Subdivision Map must be satisfied, either through performance or through the provision of suitable security, prior to the approval and recordation of the Subdivision Map.

**6.5.3.      Proposed Project Facilities.** Attached as Exhibit "F" are diagrams showing Proposed Project Facilities and depicting the major public infrastructure of the development, including roadways, detention basins, water lines, sewer lines, recycle water lines, utilities, storm drains and drainage facilities, treatment plants, power substations, community parks, community centers, fire stations, and other infrastructure serving area-wide populations. The Proposed Project Facilities serve multiple subdivisions, and may need to be constructed in the initial phase of a particular Tract, or even before certain Tracts can be developed. The

detailed phasing of construction will be provided through the Master Tract and Subdivision Phasing Plans, and subject to Section 6.4.

6.5.4. Time for Map Submission. The Developer shall submit all applications for tentative, or vesting tentative, Master Tract Maps and, concurrently with each application for a Master Tract Map, the applications for tentative, or vesting tentative, Subdivision Maps thereof within five (5) years of the Effective Date for the City's review and approval.

#### 6.6 Ten Year Anniversary Review.

6.6.1. Generally. On or about each Tenth Anniversary of the Effective Date as provided herein, the City shall conduct the Ten Year Anniversary Review") the City and the Developer review to shall review the performance of this Agreement, and the development of the Project to see if the Development Goals have been met. The cost of the Annual Review shall be borne by the Developer and the Developer shall pay a reasonable deposit in an amount requested by City to pay for such review.

As part of each Ten Year Anniversary Review, sixty (60) days before each tenth anniversary of this Agreement, the Parties shall mutually meet and outline the review process, including (i) the information needed and formats, (ii) the schedule for performing the review, (iii) indentifying any needed consultants and studies, (iv) the adequacy of current DIFs and any anticipated need for changes, (v) any adjustments to needed public infrastructure, (vi) the estimated deposit needed to pay the City's costs of performing the review, and (vii) other matters necessary for the review.

The Developer shall deliver to the City all information reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement and (ii) as required by this Agreement or the Existing Land Use Regulations. The Developer's submittal shall include a written explanation of any reasons why the Development Goals were or were not met, and any request for the modification of future Development Goals in the next 10 year period, and the reasons therefore.

The Developer shall submit its report on or before the Tenth Anniversary. Thereafter, the Director shall prepare and submit to City Council a written report on the performance of the Project. The Developer's written response shall be included in the Director's report. The report and recommendations to Council shall be made within 45 days of the anniversary, and a public hearing shall be held thereon.

6.6.2. Adjustment to DIFs. As provided in Section 7.2.2, all Development Impact Fees are subject to adjustment as put of the Ten Year Anniversary Review provided (i) the adjustment is based on the preparation a suitable analysis by an independent professional consultant experienced in performing such studies demonstrating the basis for the increase, (ii) the study is performed on a City-wide basis and applies to all development projects of 200 or more residential units, (iii) all infrastructure financed is included within the City's General Plan and capital projects master plan, (iv) the study demonstrates a reasonable nexus to

the Project and the fees are proportionate to the benefit received. The Development Impact Fees shall not contain any escalators but the studies justifying the fees may use cost numbers which recognize the ten year horizon of each study.

6.6.3. Parties Can Alter Development Goals Objectives. The Development Goals for the next Ten Year Anniversary Review period as set forth in Section 6.2 may be modified with the mutual agreement of the Parties at the time of the hearing set forth in Section 6.6.1. Unless the Parties reach agreement for modification, the Development Goals will remain as provided therein.

6.6.4. No Other Changes to Development Plan. Other than the Development Impact Fee adjustments provided in Section 6.6.2 which may be unilaterally approved by City subject to performing the required studies, no other changes to the Development Approvals may be made by City without the consent of Developer. Nothing herein shall restrict the City's reservations of rights under Article 11.

6.6.5. Extensions Due to Economic Distress.

6.6.5.1 Determination of Distress. As provided in Section 6.2.4, the Phases can be extended up to three (3) years due to the occurrence of an Economically Distressed Year(s). In any year in which Developer believes conditions exist to warrant Declaration of an Economically Distressed Year, within 30 days following the Anniversary Date, Developer shall submit his request therefore. Additionally, in support thereof, Developer shall provide City with a Report including the following: (i) a written analysis of County-wide data supporting the Declaration; (ii) publicly available reports concerning general market conditions affecting home building; (iii) analysis as to how general market conditions have affected the Project including demand, costs and financing; and (iv) forecasts concerning the next three (3) years. The Report is for informational purposes only and City shall not be permitted to disapprove the Declaration of Economic Distress if the data submitted meets the definition in Section 1.31. Within 30 days the City Manager shall review the Declaration and Report and determine if the data supports the declaration of an Economically Distressed Year. The City Manager's determination is appealable to the Council under Section 13.6.3, but not as a default thereunder.

6.6.5.2 Effect of Determination on 10-Year Review. Generally the effect of the declaration of an Economically Distressed Year shall also toll the performance of the 10 Year Anniversary Review. For example, if during any 10 year cycle, two years had been declared Economically Distressed, then the 10 Year Anniversary Review would be performed on or about the Anniversary Date of the 12<sup>th</sup> year, as otherwise provided in Section 6.6. The City, however, retains the right to elect to perform the DIF adjustments in accordance with Section 6.6.2 on the 10 Year Anniversary, or to defer the studies and do them in accordance with the general 10 Year Anniversary Review performed on the date to which the Phase has been extended due to the extensions for Economically Distressed Years pursuant to Section 6.2.4.

6.7 Failure to Satisfy Phasing Goals and Objectives. For reasons stated in Section 6.1, failure to achieve the Development Goals in any ten year period shall not be a default hereunder, but it shall cause the term of the Agreement to be shortened five (5) years.

Accordingly, a failure at the first Ten Year Anniversary Review shall cause the term of the Agreement in Section 3.1 to be reduced to 35 years, while a failure at the second review in year 20 (to achieve 3000 units) shall cause the Agreement to be shortened another five (5) years to 30 years (subject to any extension of the Term due to the occurrence of Economically Distressed Years as set forth in Section 3.4), but once the Term has been reduced, the lost time is not reinstated due to production of excess units in later phases.

The termination of this Agreement shall not alter the provisions of the Specific Plan concerning the zoning, density of development or any other regulatory provisions concerning the development of the Project, though the limitations provided in Article 4 on enactment of Future Land Use Regulations would be null and void.

#### **6.8 Developer Incentives for Expedited Development.**

**6.8.1. Incentive for Early Development.** The City wishes to establish new communities in the City and to encourage the early development of the Project, which, in light of current economic conditions, may require economic incentives to be provided to the Developer. Accordingly, the Developer shall be given a credit so that DIFs do not have to be paid for up to 500 residential units, if Commencement of Construction, as that term is defined in Section 6.3, occurs on or before the production dates in Section 6.8.4.

**6.8.2. Conditions for Receipt of Credits.** To receive the credits, the following conditions must be satisfied: (i) the units must be in Planning Areas 1 and 2 provided that, for good cause, City may approve building the units in alternative Planning Areas, (ii) each Tract containing residential units needs to be developed as a single unit with appropriate entry design features including walls, fountains, landscaping, signage and other features approved by City, (iii) the preparation of the commercial site in Planning Area 18 shall take place pursuant to Section 6.2.4, unless waived by City.

**6.8.3. Fees Eligible for Credit.** The DIFs eligible for credit are those identified as eligible in Exhibit "D."

**6.8.4. Schedule.** The credit shall be given for all units for which the Commencement of Construction, as that term is defined in Section 6.3, occurs within five (5) years after the Effective Date.

**6.9 City Provided Assistance.** The City shall provide the Developer with each of the items set forth in Exhibit "E."

#### **7. FEES, TAXES AND ASSESSMENTS.**

**7.1 Processing Fees.** During the Term of this Agreement, the City may require the Developer to pay all Processing Fees applicable to the Development of the Project at the rates in effect on the applicable application date or as described in this Agreement unless a specific amount is stated herein.

## 7.2 Development Impact Fees.

7.2.1. Limit on Exactions, Mitigation Measures, Conditions and Development Fees. Except for those fees expressly set forth in Sections 7.3 and 7.5 below, and for the reservations of authority in Article 11, the City shall charge and impose only those Exactions, mitigation measures and conditions, including, without limitation, dedications as are set forth in the Existing Land Use Regulations, and those fees relating to the Development of the Developer's Property as are expressly set forth in Exhibit "D" attached hereto, and no others. Per Section 7.4 below, Park Fees shall not be imposed during the life of this Agreement. The Developer shall pay the stated amount of all other fees shown in Exhibit "D" for the first 10 years of the Term, and subsequently adjusted amounts determined in accordance with Section 6.6.2.

7.2.2. Development Impact Fees to be Established Based on Studies. The City will study and establish DIFs within one year of the effective Date for the following: revised City Traffic Control Facility Fee, revised Domestic Water Fee, new Recycled Water Fee and revised Sanitary Sewer Fee. The Developer shall be obligated to pay the revised fees and the revised DIFs shall be considered part of the Existing land Use Regulations. The initial DIFs shall be established in accordance with fee studies meeting the requirements of Section 6.6.2.

7.2.3. Adjustment at 10 Year Anniversary Review. The Developer shall pay increased fees after the Ten Year Anniversary Review if those fees are adopted on a City wide basis after the preparation of, and are justified by, a suitable analysis demonstrating the basis for the increase in accordance with Section 6.6.2. The City shall be entitled to repeat the process of increasing the fees thereafter upon the same terms, during the Ten Year Anniversary Review in accordance with Section 6.6.2, throughout the Term of this Agreement.

7.2.4. Payment of Development Impact Fees. The Developer shall pay all Development Impact Fees with respect to Development commenced on the portion of the Developer's Property owned by the Developer. The Development Impact Fees set forth on Exhibit "D" attached hereto shall be paid at the issuance of the Certificate of Occupancy for each building. Unless otherwise specified herein, all other fees, including Processing Fees shall be paid when at issuance of building permits or otherwise when required by code.

## 7.3 Wastewater, Domestic and Reclaimed Water Facilities Development Impact Fees.

7.3.1. Wastewater Fees. The City levies two capital facilities fees related to wastewater: (i) a sewer collection fee; and (ii) a sewer frontage fee, but collectively such fees are referred to herein as sewer collection fees. The sewer collection fee shall be fixed in accordance with Section 7.2.1 above.

7.3.2. Construction of Wastewater Collection Infrastructure in Lieu of Fees. If any additions, improvements and/or upgrades to the City's wastewater collection system outside or within the boundaries of the Developer's Property are required in

connection with any Development of the Project, then with the mutual agreement of the parties, the Developer shall have the option to elect to construct some or all of such additions, improvements and/or upgrades at its sole cost and expense. The City shall develop the project specifications and shall undertake a design process to develop project plans and drawings meeting the City's specifications. The City may utilize the Developer to develop the plans and drawings if the design costs are competitive and Developer has retained competent design professionals who can timely perform the services. If, thereafter, the Developer wishes to construct the improvements, the Developer shall give City a fixed budget and construction schedule, while City obtains competitive bids. City may award the contract to the most competitive entity, considering price, financing, schedule and ability to perform. The contract may include liquidated damages provisions and other requirements to assure the timely and satisfactory completion of the project within budget. If performed by Developer, upon completion of such works of improvement, the Developer shall be entitled to offset the actual costs approved by City and incurred by it for the design, permitting, construction and installation of such works of improvement against any wastewater collection-related Development Impact Fees that may otherwise be payable in connection with future Development of the portion of the Developer's Property owned by the Developer.

7.3.3. Wastewater Treatment Capacity. The City shall use its best efforts to obtain the required permits and to construct the needed improvements to the City's wastewater treatment facilities in order to serve the Project as the need for additional facilities arises. The Developer shall include the construction of the wastewater treatment plant within the phasing plan developed pursuant to Section 6.5. The City estimates that a four year lead time is required with one year for design and one year for permitting with the remaining period needed for construction.

7.3.4. Wastewater, Domestic and Reclaimed Water Facilities and Fees. If any additions, improvements and/or upgrades to the City's water system, either domestic or reclaimed, outside or within the boundaries of the Developer's Property are required in connection with any Development of the Project, then with the City's approval, they may be undertaken by the Developer in accordance with the procedures in Section 7.3.2. Without limiting the generality of the foregoing, this includes the water tanks, pipelines and appurtenant facilities described in Section 8.5.

7.3.5. Recycled and Domestic Water Fees. Recycled and domestic water developer impact fees shall be established in accordance with Section 7.2.1 above. City does not currently have Development Impact Fees for reclaimed water facilities or for domestic water facilities for the Project. Within a year after the Effective Date, the City shall conduct a study to determine the reasonable charge and the Developer's pro rata share of the cost of such improvements. When adopted by the Council, the fees shall be considered incorporated herein as Existing Land Use Regulations, and shall be subject to further review at the Ten Year Anniversary Review as provided in Section 6.2.2.

#### 7.4 Park Fees.

7.4.1. Construction of Facilities. The Developer will be constructing, installing and improving the park and recreation facilities listed below, which are

deemed to be park, recreation and/or open space for the purpose of complying with the Municipal Code's park fee requirements. All parkland and open space shall be maintained by the POA, the Developer, the City, the Golf Course operator or such other entity as approved by the City. Provided that all required parks and recreation facilities are constructed and installed in accordance with the Specific Plan and this Agreement, the Project shall not be subject to the imposition of Park Fees by the City. The City acknowledges that the value of the land and improvements for the park, recreation and open space land and facilities exceeds the aggregate of all park fees which may be charged by the City pursuant to the Municipal Code in connection with the proposed Development of the entire Project. The Developer shall construct and install within the Project's boundaries the following park and recreation facilities:

7.4.1.1 254-acre Golf Course or Active Open Space, as set forth in Sections 5.3 above and 8.1.3 below;

7.4.1.2 22 publicly accessible parks (each ranging in size from approximately less than 1 acre to over 16 acres), equipped by Developer with typical neighborhood park facilities, which may include picnic facilities, shade structures, playgrounds, turf areas, and related facilities as further defined in the Specific Plan and in accordance with the plans developed in Section 8.1;

7.4.1.3 Two private recreation centers, totaling approximately eight acres, which will be gated and accessible only to the residents of the Project. These centers may, but are not required to, include clubhouse facilities, restrooms, and other amenities as further defined in the Specific Plan; and

7.4.1.4 108.4 acres of additional open space as described in the Specific Plan.

7.4.2. Community Recreation Center. The City shall also be entitled to construct a community recreation center in Planning Areas 35 or 39, on any park or open space site or on any site identified for a public facility, such as a fire station or waste water treatment plant, if that site is not used for the public facility. Once the site has been identified, the Developer shall grade it and stub utilities to site. The Developer's obligations are further described in Section 8.1.4.

## 7.5 Traffic Impact Mitigation.

7.5.1. Fees to be Established. The City has established a Development Impact Fee for the purpose of collecting funds to pay for the cost of constructing localized transportation improvements. At the request of the City, the Developer may initiate a study to expand upon the existing Traffic Control Facility Fee to include additional improvements not currently covered in the fee. The fee includes signal costs and minor roadway improvements. The Developer shall pay the applicable Traffic Control Facility Fee established by the City in effect on the Effective Date or at the time that the new revised fee is established, pursuant to Section 7.2.1 above.

7.5.2. Highland Springs Interim Improvement Project. The Developer has initiated and will complete interim improvements to Highland Springs Avenue between Ramsey Street and the I-10 Freeway. These improvements include, but are not limited to, the synchronization of traffic signals along Highland Springs Avenue, relocation of traffic signals, closings and relocation of Joshua Palmer Way and the restriping and repaving of Highland Springs Avenue. The City believes that the current traffic impacts are caused by the Developer's earlier project in Beaumont. The City shall use its best efforts to coordinate with the City of Beaumont an agreement to reimburse a portion of the improvements either through the appropriate transportation fee credits or other mechanism.

7.5.3. The Developer to Construct Traffic Improvements In Lieu of Paying City Fair Share Fees. In the event the Developer is required to construct traffic improvements in lieu of paying the City's fair share fees, City shall reimburse the Developer for the cost of the completed improvements through Reimbursement Agreements mandating that any project larger than 20 dwelling units pay a prorated share for benefits associated with completion of the Project.

## 8. DEDICATIONS AND CONVEYANCES OF PROPERTY INTERESTS

### 8.1 Park Improvements.

8.1.1. Neighborhood/Community Parks. Prior to the construction of any parks, the Developer shall meet with both the Director and the Director of Parks and Recreation to review the provisions set forth in the Specific Plan outlining the facilities to be provided at each park and discuss the Developer's plans for near term construction of the parks. Prior to development of each park, a detailed site plan consistent with the Specific Plan shall be prepared by the Developer and approved by the Director and the Parks and Recreation Commissions. The Developer shall complete the construction of neighborhood parks, Planning Areas 22 through 34, 62, 64 through 67 and 72, and the parks in the SCE easement, Planning Areas 36 through 38, no later than the issuance of the final Certificate of Occupancy for residential units within the adjacent subdivisions. Active use park improvements may not be placed in the SCE easement parks if the Director and Commissions believe there are issues of public health with electro magnetic radiation. A subdivision separated from a park by a street shall not be considered to be adjacent to the park. The Parties shall, mutually, determine what constitutes the adjacent subdivision if a park adjoins more than one subdivision. Upon completion of each neighborhood park, the City shall after the one-year maintenance period has expired, within 10 working days, develop final punch lists of items to be corrected prior to acceptance by the City. Upon correction of final punch list items by the Developer, the City shall accept the park within 30 days of the date of the final inspection.

8.1.2. POA Recreation Centers. The POA Recreation centers identified in Planning Areas 21 and 63 shall be constructed by the Developer in accordance with the Tract Phasing Plan pursuant to Section 6.5.

8.1.3. Golf Course/Active Open Space. The Golf Course shall be constructed at the sole and absolute discretion of the Developer. The determination to construct the Golf Course will take place within the first phase of Phase I of development due to the need to construct of the flood control improvements for Smith Creek. The Golf Course will be maintained by a Developer selected operator and open to the public. The operator may sell annual play memberships. If, as described in Section 5.4 above, the Golf Course is determined to be financially infeasible, the Developer shall notify the Planning Department in writing and the open space and drainage provisions described in the Specific Plan shall dictate the uses allowed on Planning Areas 35 and 39. The revised use of Planning Areas 35 and 39 shall be approved by both the Planning Commission (as the recommending body) and City Council prior to construction. The revised plan shall incorporate active recreational use including biking and pedestrian trails, turnouts for exercise, viewing and educational facilities, all linkable to other tracts, parks and open space, landscaping and providing full public access.

8.1.4. Community Recreation/Emergency Center. The City's Parks Master Plan indentifies the need in the Project for a community recreation center, and this is even more necessary if the Golf Course is not developed. This Center would be on an approximately six (6) acre parcel in Planning Area 39 in lieu of the golf clubhouse, or alternatively could be located as a part of a community park or other available site including in Planning Area 71, or in lieu of the waste water treatment plant site in Planning Area 11. Depending on the site selected, the six (6) acres may be reduced so as to not adversely affect the development area of adjacent parcels from the development areas shown in the Specific Plan. The Center is contemplated as a 30,000 sq. foot facility. The plan for the Center shall be included in the Park Master Plan and the site plan shall be processed at the time the chosen Planning Area is developed, subject to the Phasing Plans approved pursuant to Section 6.5, and provided that if the City chooses to put the Center in Planning Area 11, it may be developed as part of Phase I provided that Developer shall satisfy the Phase I obligation by providing a developed Site, and need not fund the construction of the improvements if there are insufficient DIF's for credit. The Developer shall dedicate the site to City without charge. If developed as part of a park it shall be developed at the time required for parks in Section 8.1.1. The Center may include emergency operations and shelter components, and will also include appropriate landscaped grounds and facilities as specified in the Master Plan. The Center may be developed and constructed by Developer in the same manner as for the waste water treatment plant in Section 7.3.2, except as provided above.

8.2 Drainage Facilities. Planning Areas 19 and 71 are required areas of detention, recharge and conveyance of Project created and natural storm flows through the Project as set forth in Section 5.4 above. Planning Area 19 will consist of water quality basins, habitat restoration and flood conveyance facilities as well as the head works for the culvert underneath Wilson Street. This Planning Area may be ultimately transferred to the Flood Control District or City for acceptance and maintenance, but the Developer shall have the right to utilize it until such time as Development has fully or partially occurred for erosion control purposes. Planning Area 71 may be constructed in Phase I of the Project if required for the realignment of Smith Creek. This Planning Area may also consist of a large open reservoir, detention basin and recharge facility that may ultimately be transferred to the City or other appropriate body for acceptance and maintenance. The City shall have no obligation to accept

the facilities if they primarily benefit the Project and are for flood control purposes but City may do so if the recharge facility and reservoir facility is designed for water recharge purposes and City determines in its sole and absolute discretion that they are needed to enhance the City's water supply.

8.3 Satellite Water Treatment Plant. The Director of Public Works Director shall determine the location of a two to five acre portion of Planning Area 11 for the onsite treatment of Project-related and other localized wastewater flows. The City shall have an Appraisal of Land Value determined within one (1) year of the signing of this Agreement. The City shall grant a credit equal to the fair market value determined by the appraisal to the City's waste water impact fee, when that fee is established, which credit may be used by the Developer on a unit by unit basis. Title to the site shall be transferred to the City after the site has been graded by the Developer and utilities are stubbed to the site.

8.4 Fire Station Site. The Specific Plan has identified a site in Planning Area 60 as the possible site for a fire station. The City shall have an Appraisal of Land Value performed for a site of up to two (2) acres within one (1) year of the signing of this Agreement. The City shall grant a credit equal to the fair market value determined by the appraisal to the City's Fire Facilities Development Fee which credit may be used by the Developer on a unit by unit basis. Title to the site shall be transferred to the City after the site has been graded by the Developer and utilities are stubbed to the site.

8.5 Water Tanks. The City's water facilities and improvements described in Section 7.3.4 include certain water tanks, pipelines, access roads and appurtenant facilities which largely serve the Development and must be located at specific locations and elevations to make the water system function correctly and maintain public health and safety. The water tanks shall be developed as follows:

- A. A 500,000 gallon tank in Planning Area 73 at an high water elevation line of 3237 feet.
- B. A 1.4 million gallon tank in Planning Area 73 at an high water elevation line of 3070 feet.
- C. A 1.6 million gallon tank Planning Area 68 or 50 at an high water elevation line of 2822 feet.

Each tank will require a parcel from 1 to 1.5 acres in area and additional area for access, and shall be dedicated to City without charge after the site has been graded and stubbed out by Developer. The Developer may construct the improvements in accordance with Section 7.3.2 and receive fee credits to the water development impact fee on a unit per unit basis for the construction costs. The water tanks are considered part of the Proposed Project Facilities and shall be constructed in accordance with the Phasing Plans developed in accordance with Section 6.5 provided that the tanks in paragraph C above must be in Phase I.

9. PROCESSING OF REQUESTS AND APPLICATIONS: OTHER GOVERNMENT PERMITS.

9.1 Processing. In reviewing Future Development Approvals which are discretionary, the City may impose only those conditions, exactions, and restrictions which are allowed by the Development Plan and this Agreement. Upon satisfactory completion by the Developer of all required preliminary actions, meetings, submittal of required information and payment of appropriate processing fees, if any, the City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by the Developer of the Project in accordance with the Existing Development Approvals. In this regard, the Developer, in a timely manner, will provide the City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and will cause the Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals for development of the Project in accordance with the Existing Development Approvals and those items set forth in Exhibit "E." Notwithstanding the foregoing, nothing contained herein shall be construed to require City to process Developer's Applications ahead of other projects in process in the City and City's obligations hereunder shall be subject to the City's workload and staffing at any given time.

9.2 Developer to Pay for Expedited Processing. If Developer elects, in its sole and absolute discretion, to request the City to incur overtime or additional consulting services to receive expedited processing by the City, the Developer shall pay all such overtime costs, charges or fees incurred by City for such expedited processing.

9.3 General Time Periods for Processing.

9.3.1. General Plan Review and Approval. The City shall provide comments within two weeks for all plan checks for required infrastructure, building, grading, both mass and finished, architectural, erosion control or any other required plan submittal and will not unduly extend amount of plan checks beyond three submittals provided that Developer's consultants are responsive. In the event that consensus between the City and the Developer regarding the content of the plans after the 3rd submittal can not be made, a meeting will be scheduled to discuss how to reconcile the differences.

9.3.2. Architectural Plan Submittal Process. The Developer shall submit architectural plans to the Planning Department for maximum two-week review of the entire plan set for each submittal for a maximum of three plan check reviews to ensure that they conform to the guidelines set forth in Specific Plan provided that Developer's consultants are responsive. In the event that consensus can not be made after the third plan check, a meeting will be coordinated with the plan checker, Planning Department and the Developer or the Developer's representative. The Planning Department, upon determining compliance with the guidelines set forth in the Specific Plan, shall approve the plans. This review is a ministerial action. Additional architectural enhancements that are above and beyond the design guidelines

will be implemented at the Developer's sole and absolute discretion but are subject to review by City if proposed.

9.4 Precise Grading/PLOT Plan Revisions. In the event that the Developer wishes to revise house plan type or elevation on an approved plot plan or revised grading plan, City Engineering and Planning staff review and approval shall be done over the counter.

9.5 Additional Inspectors and Plan Checkers. In the event that the Developer requests it, the City shall permit overtime, including both additional days and hours, for inspections and plan checking at the Developer's expense. In the event that the City is unable to provide inspectors or plan checkers capable of meeting the demand for inspections or plan checks required for the Development of the Project in a timely fashion, the City shall, if requested to do so by the Developer and at the Developer's expense, employ additional private entities or persons to perform such services.

9.6 Tentative Subdivision Maps. The City shall extend through the Term hereof (pursuant to Government Code § 66452.6) all Master Tract Maps and all tentative and vesting tentative Subdivision Maps applied for by the Developer during the term of this Agreement and approved by the City in the future.

9.7 Multiple Final Subdivision Maps: The Developer may file as many final maps over a tentative Subdivision Map as it deems appropriate in its sole and absolute discretion.

9.8 Financing and Conveyance Maps: The Developer may have a Master Tract Map approved for the purpose of conveying portions of the Developer's Property to others and/or for the purpose of creating legal lots which may be used as security for loans to develop the Developer's Property and as provided in Section 6.5.1. Any such map shall not authorize any Development and shall not be subject to any conditions, Exactions or restrictions, other than monumentation and conditions which do not require the payment of money or the installation or construction of improvements.

9.9 Water Availability. Any final subdivision map prepared for the Developer's Property, or any portion of the Developer's Property, shall comply with the provisions of Government Code § 66473.7.

9.10 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with the Developer in its efforts to obtain such permits and approvals.

9.11 Public Agency Coordination. The City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Development Plan with other public agencies, if any, having jurisdiction over the Property or the Project.

9.12 Annexation. This Agreement's effectiveness over land within the Developer's Property that is currently not within the City nor within its sphere of influence is subject to the annexation of that land into the City. If the land is annexed into the City, the terms

of this Agreement shall automatically apply to all portions of that land upon its annexation. In the event that annexation of portions of the Developer's Property not currently within the City is not approved by LAFCO, or for any other reason is not annexed to the City, then any such portions shall be excluded from this Agreement. With the exception of land within Planning Area 43B, the City shall, subject to the negotiation of a tax allocation agreement with the County of Riverside acceptable to City, use its best efforts to expeditiously accomplish the annexation of those portions of the Developer's Property not within the City, or such portions thereof as may be approved by the developer, to the City.

#### **10. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.**

10.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

10.2 Procedure. Except as set forth in Section 10.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance, and meet the requirements of the Development Agreement Statute § 65867.

10.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Riverside County.

#### **10.4 Minor Modifications.**

10.4.1. Flexibility Necessary. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Implementation of the Project may require minor modifications of the details of the Development Plan and affect the performance of the Parties under this Agreement. The anticipated refinements to the Project and the Development of the Developer's Property may demonstrate that clarifications to this Agreement and the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and the Developer. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require modification of this Agreement.

10.4.2. Non-Substantive Changes. A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, maximum residential density, maximum intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, or the improvement and construction standards and specifications for the Project, including density transfers between phases. A "material change" is generally one which does not change the standard by ten percent (10%) or more. For example, for a height limit of 20 feet, a change of less than two feet is deemed non-material.

10.4.3. Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Development Agreement consistent with state law and will hold public hearings thereon if so required by state law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

10.5 Effect of Amendment to Development Agreement. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

## 11. RESERVATIONS OF AUTHORITY.

11.1 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Developer's Property ("Reservation of Authority"):

11.1.1. Future Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, (ii) which would be applicable under the Development Agreement statute (§ 65866); (iii) if in conflict with the Existing Land Use Regulations but the application of which to the Development of the Developer's Property has been consented to in writing by Developer.

11.1.2. State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of the Development Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations.

### 11.1.3. Public Health and Safety/Uniform Codes.

11.1.3.1 Adoption Automatic Regarding Uniform Codes. This Agreement shall not prevent the City from adopting Future Land Use Regulations or amending Existing Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

11.1.3.2 Adoption Regarding Public Health and Safety/Uniform Codes. This Development Agreement shall not prevent the City from adopting Future Land Use Regulations respecting public health and safety to be applicable throughout the City which directly result from findings by the City that failure to adopt such Future Land Use Regulations would result in a condition injurious or detrimental to the public health and safety and that such Future General Regulations are the only reasonable means to correct or avoid such injurious or detrimental condition.

11.1.3.3 Adoption Automatic Regarding Regional Programs. This Agreement shall not prevent the City from adopting Future Land Use Regulations or amending Existing Regulations which are regional codes and are based on recommendations of a county or regional organization and become applicable throughout the region, such as Western Riverside Council of Governments.

11.1.4. Amendments to Codes for Local Conditions. Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by the City to make it more restrictive than the provisions of previous Uniform Construction Codes of the City, notwithstanding the fact that the City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5, unless such amendment applies City-wide. The City shall give Developer prior written notice of the proposed adoption of such amendment and Developer shall have the right to present its objections to the amendment.

11.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects of the Development of the Developer's Property separately from, or jointly with, the City and this Agreement does not limit the reasonable authority of such other public agencies.

11.3 Fees, Taxes and Assessments. Notwithstanding any other provision herein to the contrary, the City retains the right (i) to impose or modify Processing Fees and Development Impact Fees as provided in Article 7, (ii) to impose or modify business licensing or other fees pertaining to the operation of businesses, (iii) to impose or modify taxes and assessments which apply City-wide such as utility taxes, sales taxes and transient occupancy taxes, (iv) to impose or modify fees and charges for City services such as electrical utility charges, water rates, and sewer rates, (v) to impose or modify a community wide or area-wide assessment district which does not predominately apply to the Developer's Property, and (vi) to impose or modify any fees, taxes or assessments similar to the foregoing.

## 12. ANNUAL REVIEW.

12.1 Annual Monitoring Review. Following commencement of construction, the City and the Developer shall review the performance of this Agreement, and the Development of the Project, on or about each anniversary of the Effective Date (the "Annual Review"). The cost of the Annual Review shall be borne by Developer and Developer shall pay a reasonable deposit in an amount requested by City to pay for such review. As part of each Annual Review, within ten (10) days after each anniversary of this Agreement, the Developer shall deliver to the City all information reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement and (ii) as required by the Existing Land Use Regulations.

The Director shall prepare and submit to Developer and thereafter to City Council a written report on the performance of the Project, and identify any deficiencies. If any deficiencies are noted, or if requested by a Councilmember a public hearing shall be held before the City Council on the report to Council. The Developer's written response shall be included in the Director's report. The report to Council shall be made within 45 days of the anniversary date.

If the City determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual Review shall be concluded. If the City finds and determines that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Section 13.1.

**12.2 Certificate of Compliance.** If, at the conclusion of an Annual Review, the City finds that the Developer is in substantial compliance with this Agreement, the City shall, upon request by the Developer, issue an Estoppel Certificate to the Developer in the form shown on Exhibit "C."

**12.3 Failure to Conduct Annual Review.** The failure of the City to conduct the Annual Review shall not be a Developer Default unless Developer fails to cooperate in providing necessary information.

### **13. DEFAULT, REMEDIES AND TERMINATION.**

**13.1 Rights of Non-Defaulting Party after Default.** The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 13.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article 13.

**13.2 No Recovery for Monetary Damages.** The nature of a development agreement under the Development Agreement Statute is a very unusual contract involving promoting a very large development project facing many complex issues including geologic, environmental, finance, market, regulatory and other constantly evolving factors over an extremely long time frame. The high level of uncertainty and risk involved justify the extraordinary commitments made to the Developer. However, the original persons representing the parties and approving the transaction are only likely to be involved with the Project for a limited time in comparison to the over-all life of the Project.

It is highly likely that misunderstandings will develop over time. Moreover, municipal budgets are extremely constrained, and a threat of recovery of damages against a municipal entity may pressure a municipality with limited resources to settle in a manner adverse to its interests and those of its citizens. Finally, the municipal entity represents the public welfare of the entire community, a community who cannot directly represent themselves. The City Council has come to believe that entering into a development agreement with the Developer vesting the Developer with the extraordinary rights provided herein is in the best interests of the community

through the Developer's active engagement with the community and open communications over several years. It is critical to the success of this Project that as inevitable obstacles are met, and the persons implementing the Project change over the 40 year time span of the Project, that close working relationships be maintained. Accordingly, in this Agreement, the rights of enforcement are limited as follows (i) the remedy of monetary damages is not available to either Party, and (ii) there is no shortcut to a mediation or arbitration procedure where a nonelected representative can arbitrarily determine land use development issues.

For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 19.9 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any default can be established under this Agreement, as provided in Section 13. 6.

### 13.3 Recovery of Monies Other Than Damages.

13.3.1. Restitution of Improper Exactions. In the event any actions, whether monetary or through the provision of land, good or services, are imposed on the Development of the Developer's Property other than those authorized pursuant to this Agreement, the Developer shall be entitled to recover from City restitution of all such improperly assessed exactions, either in kind or the value in lieu of the exaction, together with interest thereon at the rate of the maximum rate provided by law per year from the date such exactions were provided to City to the date of restitution.

13.3.2. Monetary Default. In the event the Developer fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Developer shall pay interest thereon at the lesser of: (i) ten percent (10%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

13.4 Compliance with the Claims Act. Compliance with this Article 13 shall constitute full compliance with the requirements of the Claims Act, Government Code § 900 et seq., pursuant to Government Code § 930.2 in any action brought by the Developer.

13.5 Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement).

However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

1. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
2. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;
3. Promptly commences to cure the default within the thirty (30) day period;
4. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure;
5. Diligently prosecutes such cure to completion, and

Then the Defaulting Party shall not be deemed in breach of this Agreement.

Notwithstanding the foregoing, the Defaulting Party shall be deemed in default under this Agreement if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

### 13.6 Dispute Resolution.

13.6.1. Meet & Confer. Prior to any Party issuing a Default Notice hereunder, the Non-Defaulting Party shall inform the Defaulting Party either orally or in writing of the Default and request a meeting to meet and confer over the alleged default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) days of the request therefore. The Parties shall meet as often as may be necessary to correct the conditions of default, but after the initial meeting either Party may also terminate the meet and confer process and proceed with the formal Default Notice.

13.6.2. Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefauling Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate the Agreement and such other Agreements as the Non-defaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-defaulting Party's election to terminate Agreements will only be waived if (i) the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 13.6.3 below.

13.6.3. Hearing Opportunity Prior to Termination. Prior to any termination, a termination hearing shall be conducted as provided herein ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, the Defaulting Party shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

- A. Decide to terminate this Agreement.
- B. Determine that the alleged Defaulting Party is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or
- C. Impose conditions on a finding of default and a time for cure, such that Defaulting Party's fulfillment of said conditions will waive or cure any default.

Findings of a default or a condition of default must be based upon substantial evidence supporting the following three findings: (i) that a default in fact occurred and has continued to exist without timely cure, (ii) that the Non-Defaulting Party's performance has not excused the default; and (iii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, or the financial terms established in the Agreement, or such other interests arising from the Project. Notwithstanding the foregoing, nothing herein shall vest authority in the City Council to unilaterally change any material provision of the Agreement.

Following the decision of the City Council, any Party dissatisfied with the decision may seek judicial relief consistent with this Article 13.

13.7 Waiver of Breach. By not challenging any Development Approval within 90 days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement. By recordation of a final map on all or any portion of the Developer's Property, the Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

13.8 Limitations on Defaults. Notwithstanding any provision in this Agreement to the contrary, a Default by one Owner shall not constitute a Default by an Owner of a portion of the Developer's Property, which is not the owner of the portion of the Developer's Property that is the subject of the Default (an "Innocent Owner"). Likewise, a Default by an Owner with respect to a Lot (or group of Lots) it owns or leases shall not constitute a Default by an Innocent Owner, nor shall the Default by another Owner of a portion of the Developer's Property not owned by an Innocent Owner constitute a Default of the Innocent Owner. Therefore, (i) no Innocent Owner shall have any liability to the City for, or with respect to, any

Default by another Owner or any Default of any other Owner, (ii) an Innocent Owner shall have no liability to the City for, or with respect to, any Default by any other Owner, and (iii) the City's election to terminate this Agreement as a result of a Default by an Owner shall not result in a termination of this Agreement with respect to either (x) any portion of the Developer's Property not owned by such Owner or (y) those Lots owned or leased by an Innocent Owner until such time that this Agreement would otherwise terminate in accordance with its terms.

13.9 Venue. In the event of any judicial action, venue shall be in the Superior Court of Riverside County.

14. ASSIGNMENT.

14.1 Right to Assign.

14.1.1. General. Neither Party shall assign (as hereinafter defined) or transfer (as hereinafter defined) its interests, rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. The term "assignment" as used in this Agreement shall include successors-in-interest to the City that may be created by operation of law. Notwithstanding the foregoing, the City shall have the right to sell, assign or transfer its interest in any real property dedicated or transferred to the City pursuant to the terms of this Agreement or to another public agency.

As used in this Section, the term "transfer" shall include the transfer to any person or group of persons acting in concert of more than seventy percent (70%) of the present equity ownership and/or more than fifty percent (50%) of the voting control of the Developer (jointly and severally referred to herein as the "Trigger Percentages") or any general partner of the Developer in the aggregate, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of the Developer in amounts less than the Trigger Percentages shall not constitute a transfer subject to the restrictions set forth herein. In the event the Developer or any general partner of the Developer or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of the Developer, or of beneficial interests of such trust; in the event that Developer or any general partner of the Developer is a limited or general partnership, such transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership interest; in the event that the Developer or any general partner is a joint venture, such transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

The Developer shall not transfer this Agreement or any of the Developer's rights hereunder, or any interest in the Developer's Property or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any transfer by Developer, which transfer requires City approval, City shall consider factors such as (i) the financial strength and capability of the

proposed transferee to perform the obligations hereunder; and (ii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects. In no event shall the City's approval of any transfer be unreasonably withheld or delayed.

In addition, no attempted assignment of any of the Developer's obligations hereunder shall be effective unless and until the successor party signs and delivers to the City an assumption agreement, in a form approved by the City, assuming such obligations. No consent or approval by City of any transfer requiring the City's approval shall constitute a further waiver of the provision of this Section 14.1.1 and, furthermore, the City's consent to a transfer shall not be deemed to release the Developer of liability for performance under this Agreement unless such release is specific and in writing executed by City. In no event shall the City's release of the Developer from liability under this Agreement upon a transfer be unreasonably withheld or delayed.

Notwithstanding any provision of this Agreement to the contrary, City approval of a Transfer or Assignment of any portion of the Developer's Property under this Agreement shall not be required in connection with any of the following provided that such person or entity transferee or assignee assumes in writing all of the Developer's obligations under this Agreement and notifies the City in writing of the same:

A. Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.

B. The granting of easements or dedications to any appropriate governmental agency or utility or permits to facilitate the development of the Developer's Property.

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

D. A sale or transfer of less than the Trigger Percentages between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the trustor or transfers to a corporation or partnership in which the immediate family members or shareholders of the transferor who owns at least ten percent (10%) of the present equity ownership and/or at least fifty percent (50%) of the voting control of Developer.

E. A transfer of common areas to a POA.

F. Any transfer to an entity or entities in which the Developer retains a minimum of 51% of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

G. Any transfer of interests in Owner for estate planning purposes to the heirs of Owner, provided that the heirs retain a minimum of 51% of the ownership or beneficial interest of the transferor entity and retain management and control of the transferee entity.

H. Any transfer of interest to a Pre-Qualified Buyer.

14.1.2. Subject to Terms of Agreement. Following any such Transfer or Assignment of any of the rights and interests of the Developer under this Agreement, in accordance with Section 14.1.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were the Developer.

14.1.3. Release of Developer. Upon the written consent of the City to the complete assignment of this Agreement or the transfer of a portion of the Developer's Property and the express written assumption of the assigned obligations of the Developer under this Agreement by the assignee, the Developer shall be relieved of its legal duty from the assigned obligations under this Agreement with respect to the portion of the Developer's Property transferred, except to the extent the Developer is in default under the terms of this Agreement prior to the transfer.

14.1.4. No Approval of Terms of Loan by City. Notwithstanding anything to the contrary set forth herein with regards to the approval by the City of hypothecation, encumbrances or mortgages, the City shall only have the right to approve the identity of the Developer's lender, which approval will not be unreasonably withheld, taking into consideration such lender's financial strength, reputation, and other relevant factors. The City shall not have any right to approve any of the terms or conditions of the Developer's financing arrangements with third party lenders.

14.2 Sale to Pre-Qualified Buyer. Nothing herein shall prevent the Developer from selling a portion of the Developer's Property for residential development subject to any approved final subdivision map to a Pre-Qualified Buyer for construction of houses in accordance with the terms of this Agreement provided that the transferee must enter into appropriate agreements with the City to assure that all Development restrictions hereunder will be met.

14.3 Termination of Agreement With Respect to Individual Parcels Upon Sale to Public. Notwithstanding any provisions of this Agreement to the contrary, this Agreement shall terminate as to any Lot which has been finally subdivided and improved with all required public improvements and which is individually (and not in "bulk") sold to an owner-user and thereupon, and without the execution or recordation of any further document or instrument, such Lot shall be released from and no longer be subject to the provisions of this Agreement; provided, however, that CC&R's are placed of record in accordance with Section 14.4 below.

14.4 Declaration of Covenants, Conditions and Restrictions. Prior to the transfer of any portion of the Project to a third party, the Developer shall submit a proposed form of Declaration of Covenants, Conditions and Restrictions to be recorded against the applicable subdivision to the City for its review and approval ("CC&RS"). The CC&RS must be recorded prior to issuance of certificates of occupancy, and Developer shall pay City's review costs. It is anticipated that the CC&RS will contain, among other things, protective covenants to protect and preserve the integrity and value in the subdivision, including but not limited to use restrictions, maintenance covenants, EIR mitigation measures, restrictions under this Development Agreement which will continue to apply to the subdivision, covenants for construction and completion of the improvements and a provision giving the City the right to enforce the CC&RS, including the right to recover its enforcement costs if there is noncompliance following notice and the opportunity to cure.

15. RELEASES AND INDEMNITIES.

15.1 The City's Release As To Actions Prior To Effective Date. The City forever discharges, releases and expressly waives as against the Developer and its attorneys and employees any and all claims, liens, demands, causes of action, excuses for nonperformance (including but not limited to claims and/or defenses of unenforceability, lack of consideration, and/or violation of public policy), losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, based in contract, tort, or other theories of direct and/or of agency liability (including but not limited to principles of respondent superior) that it has now or has had in the past, arising out of or relating to this Agreement and the development agreement approved in 1993, and the currently existing land use plans for the Developer's Property or any portion thereof.

15.2 The Developer's Release As To Actions Prior To Effective Date. The Developer forever discharges, releases and expressly waives as against the City and its respective councils, boards, commissions, officers, attorneys and employees any and all claims, liens, demands, causes of action, excuses for nonperformance (including but not limited to claims and/or defenses of unenforceability, lack of consideration, and/or violation of public policy), losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, based in contract, tort or other theories of direct and/or of agency liability (including but not limited to principles of respondent superior) that they have now or have had in the past, arising out of or relating to this Agreement and the development agreement approved in 1993, and the currently existing land use plans for the Developer's Property or any portion thereof.

15.3 Third-Party Litigation.

15.3.1. Non-liability of City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of State law. The Parties acknowledge that:

A. In the future there may be challenges to legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

B. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Developer's Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 15, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to develop the Developer's Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

15.3.2. Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

15.3.3. Participation in Litigation: Indemnity. The Developer shall indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suites, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation (as defined in Section 1.10) and shall be responsible for any judgment arising therefrom. The City shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. The Developer shall provide a deposit in the amount of 150% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorneys fees, and shall make additional deposits as requested by City to keep the deposit at such level. The City may ask for further security in the form of a deed of trust to land of equivalent value. If the Developer fails to provide or maintain the deposit, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first 30 days of the service of the complaint, in its sole and absolute discretion, to determine that it does not want to defend any litigation attacking this Agreement or the Development Approvals in which case the City shall allow the Developer to settle the litigation on whatever terms the Developer determines, in its sole and absolute discretion, but Developer shall confer with City before acting and cannot bind City. In that event, the Developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City

beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. Notwithstanding the Developer's indemnity for claims and litigation, the City retains the right to settle any litigation brought against it in its sole and absolute discretion and the Developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by 10% or more, and (ii) the Developer opposes the settlement. In such case the City may still settle the litigation but shall then be responsible for its own litigation expense but shall bear no other liability to the Developer.

15.4 Hold Harmless: Developer's Construction and Other Activities. The Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein is intended to make the Developer liable for the acts of the City's officers, employees, agents, contractors or subcontractors.

15.5 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

#### 16. EFFECT OF AGREEMENT ON TITLE.

16.1 Covenant Run with the Land. Subject to the provisions of Sections 14 and 18 and pursuant to the Development Agreement Statute (§ 65868.5):

A. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Developer's Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

B. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

C. Each covenant to do or refrain from doing some act on the Developer's Property hereunder (i) is for the benefit of and is a burden upon every portion of the Developer's Property, (ii) runs with such lands, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

17. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

17.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, 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 Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

17.2 Conflict of Interest. 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 this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

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

18. MORTGAGEE PROTECTION.

18.1 Definitions. As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

18.2 No Encumbrances Except Mortgages to Finance the Project. Notwithstanding the restrictions on transfer in Section 14, mortgages required for any reasonable method of financing of the construction of the improvements are permitted but only for the following: (i) for the purpose of securing loans of funds used or to be used for financing the acquisition of a separate lot(s) or parcel(s), (ii) for the construction of improvements thereon, in payment of interest and other financing costs, and (iii) for any other expenditures necessary and appropriate to develop the Project under this Agreement, or for restructuring or refinancing any for same. No map permitted herein, even if for financing purposes, shall permit financing for other than purposes of developing the Project solely. The Developer (or any entity permitted to acquire title under this Agreement) shall notify the City in advance of any future mortgage or any extensions or modifications thereof. Any lender which has so notified the City shall not be bound by any amendment, implementation, or modification to this Agreement without such lender giving its prior written consent thereto. In any event, the Developer shall promptly notify the City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to completion of construction, whether by voluntary act of the Developer or otherwise.

18.3 Developer's Breach Not Defeat Mortgage Lien. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee's sale or otherwise.

18.4 Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

18.5 Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to the City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

18.6 Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, and one hundred twenty (120) days after the Developer's cure rights have expired, whichever is later, to:

A. Obtain possession, if necessary, and to commence and diligently pursue the cure until the same is completed, and

B. Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that, in the case of a default which cannot with diligence be remedied or cured within such cure periods referenced above in this Section 18.6, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of the Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of the Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to City with respect to the Project or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

18.7 City's Rights upon Failure of Holder to Complete Improvements. In any case where one hundred eighty (180) days after default by the Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Project or portion thereof has not exercised the option to construct afforded in this Section or, if it has exercised such option and has not proceeded diligently with construction, the City may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

- A. The unpaid mortgage, debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);
- B. All expenses, incurred by the holder with respect to foreclosure, if any;
- C. The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the applicable portion of the Project, such as insurance premiums or real estate taxes, if any;
- D. The costs of any improvements made by such holder, if any; and
- E. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the City.

If the City has not purchased the mortgage within ninety (90) days of the expiration of the ninety (90) days referred to above, then the right of the City to purchase shall expire.

In the event that the holder does not exercise its option to construct afforded in this Section, and if the City elects not to purchase the mortgage of holder, upon written request by the holder to the City, the City shall use reasonable efforts to assist the holder in selling the holder's interest to a qualified and responsible party or parties (as determined by City), who shall assume the obligations of making or completing the improvements required to be constructed by the Developer, or such other improvements in their stead as shall be satisfactory to the City. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs A through E hereinabove and any balance remaining thereafter shall be applied as follows:

- (1) First, to reimburse the City for all costs and expenses actually and reasonably incurred by the City, including, but not limited to, payroll expenses, management expenses, legal expenses, and others;
- (2) Second, to reimburse the City for all payments made by City to discharge any other encumbrances or liens on the applicable portion of the Project or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees;

(3) Third, to reimburse the City for all costs and expenses actually and reasonably incurred by the City, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section; and

(4) Fourth, any balance remaining thereafter shall be paid to the Developer.

**18.8 Right of City to Cure Mortgage Default.** In the event of a default or breach by the Developer (or entity permitted to acquire title under this Section) prior to completion of the Project or the applicable portion thereof, and the holder of any such mortgage has not exercised its option to complete the development, the City may cure the default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer or other entity of all costs and expenses incurred by the City in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the applicable portion of the Project to the extent of such costs and disbursements. Any such lien shall be subject to:

A. Any Mortgage; and

B. Any rights or interests provided in this Agreement for the protection of the holders of such Mortgages;

provided that nothing herein shall be deemed to impose upon the City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Project in the event of its enforcement of its lien.

**18.9 Right of the City to Satisfy Other Liens on the Developer's Property**

After Conveyance of Title. After the conveyance of title and prior to completion of construction and development, and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Project, the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Project or any portion thereof to forfeiture or sale.

## **19. MISCELLANOUS.**

**19.1 Estoppel Certificates.** Either Party (or a Mortgagee under Section 18) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:

A. The Agreement is in full force and effect and is a binding obligation of the Parties;

B. The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

C. There are no existing defaults under the Agreement to the actual knowledge of the party signing the Estoppel Certificate.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Planning Director may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees. The Estoppel Certificate shall be substantially in the same form as Exhibit "C."

**19.2     Force Majeure.** The time within which the Developer or the City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party litigation as described in Section 15.3 above, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

**19.3     Interpretation.**

**19.3.1.     Construction of Development Agreement.** The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Developer's Property.

**19.3.2.     Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

**19.3.3.     Recitals.** The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

**19.3.4.     Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefitted thereby of the covenants to be performed hereunder by such benefitted Party.

**19.4     Severability.** If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the parties shall comply with the procedures set forth in Section 15.3.3 above.

19.5 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the obligees.

19.6 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City and their successor and assigns. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

19.7 Notice.

19.7.1. To Developer. Any notice required or permitted to be given by the City to the the Developer under this Development Agreement shall be in writing and delivered personally to the Developer or mailed, with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

Pardee Homes.  
10880 Wilshire Boulevard, Suite 1900  
Los Angeles, CA 90024  
Attention: Legal department

With a copy to:

Kenneth B. Bley, Esq.  
Cox, Castle & Nicholson LLP  
2049 Century Park East, 28th Floor  
Los Angeles, CA 90067-3284

or such other address as the Developer may designate in writing to the City.

19.7.2. To the City. Any notice required or permitted to be given by the Developer to the City under this Development Agreement shall be in writing and delivered personally to the City Clerk or mailed with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

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

With a copy to:

David J. Aleshire, Esq., City Attorney  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, California 92612

or such other address as the City may designate in writing to the Developer.

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service receipt.

19.8 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property and the owner of such private property.

19.9 Attorney's Fees. If either Party to this Agreement is required to initiate or defend litigation against the other Party, 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 a final judgment.

19.10 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

19.11 Time of Essence. Time is of the essence in:

A. The performance of the provisions of this Agreement as to which time is an element; and

B. The resolution of any dispute which may arise concerning the obligations of the Developer and the City as set forth in this Agreement.

19.12 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

19.13 Execution.

19.13.1. Counterparts. This Agreement may be executed by the parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

19.13.2. Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Riverside County

no later than ten (10) days after the Effective Date (Gov't Code § 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of the City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

19.13.3. Authority to Execute. 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 sign and deliver this Agreement on behalf of the Party he or she represents, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which the Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

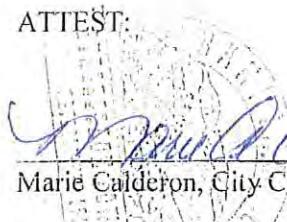
(SIGNATURES ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

**CITY OF BANNING**

BY:   
Don Robinson, Mayor

ATTEST:



  
Marie Calderon, City Clerk

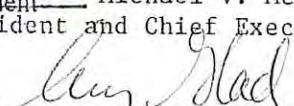
Approved as to form:  
ALESHIRE & WYNDER, LLP

  
David J. Alekhire, City Attorney

**“DEVELOPER”**

PARDEE HOMES, a California corporation

BY:   
President Michael V. McGee  
President and Chief Executive Officer

BY:   
Secretary Amy Glad  
Senior Vice President-Governmental  
Affairs

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

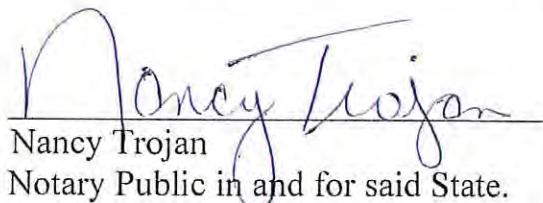
State of California  
County of Los Angeles

On April 24, 2012, before me, Nancy Trojan, Notary Public personally appeared Michael V. McGee, President and Chief Executive Officer and Amy Glad, Senior Vice President-Governmental Affairs who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons 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



Nancy Trojan  
Notary Public in and for said State.

- - - - - 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.

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Development Agreement – City of Banning

Signers are Representing: Pardee Homes

Signer(s) other than named above:

### CAPACITY CLAIMED BY SIGNER

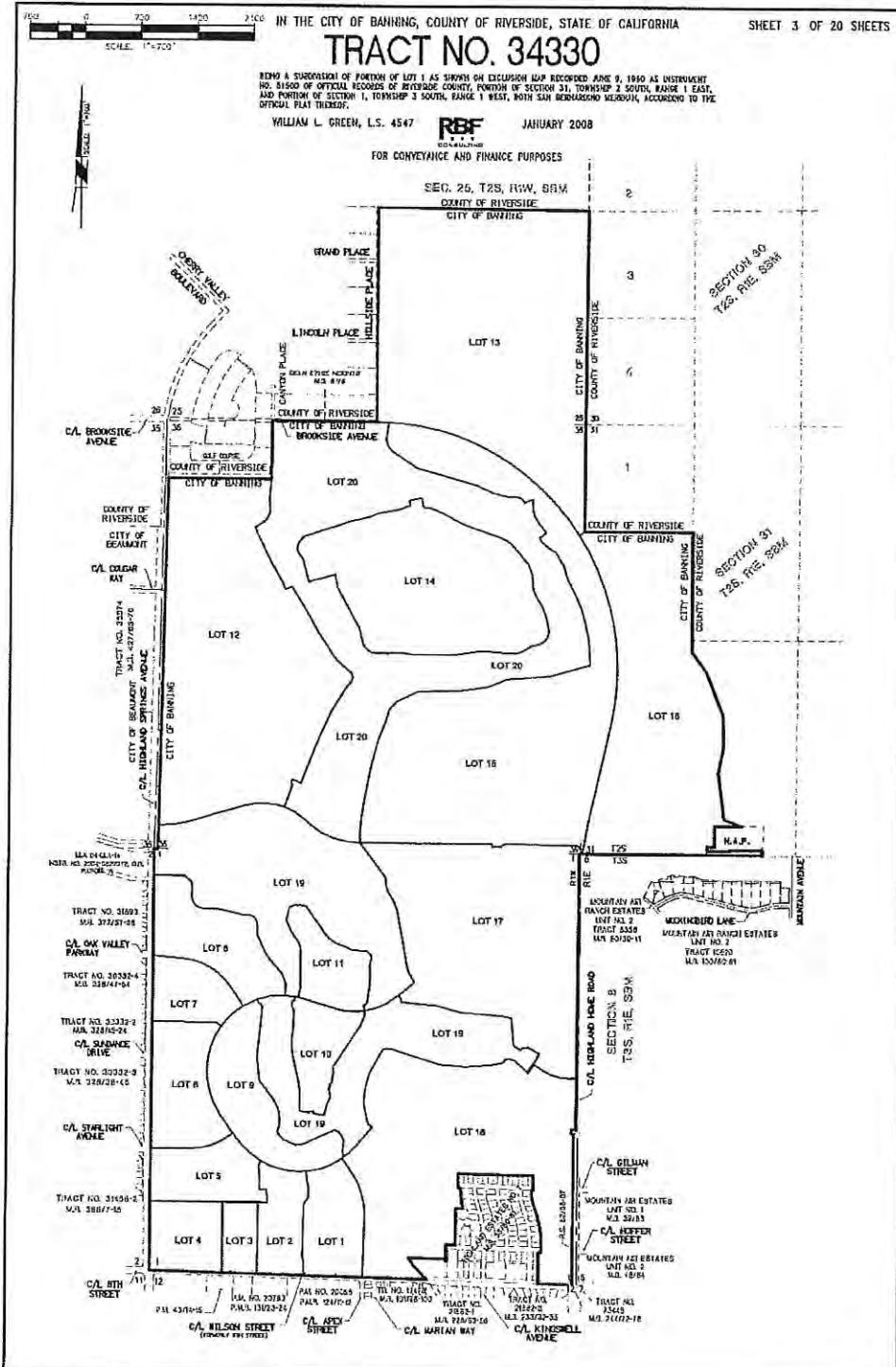
Name of Signer: Michael V. McGee and Amy Glad  
Corporate Officers Title: President and Chief Executive Officer and Senior Vice President-Governmental Affairs

**EXHIBIT "A"**  
**MAP AND LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY**

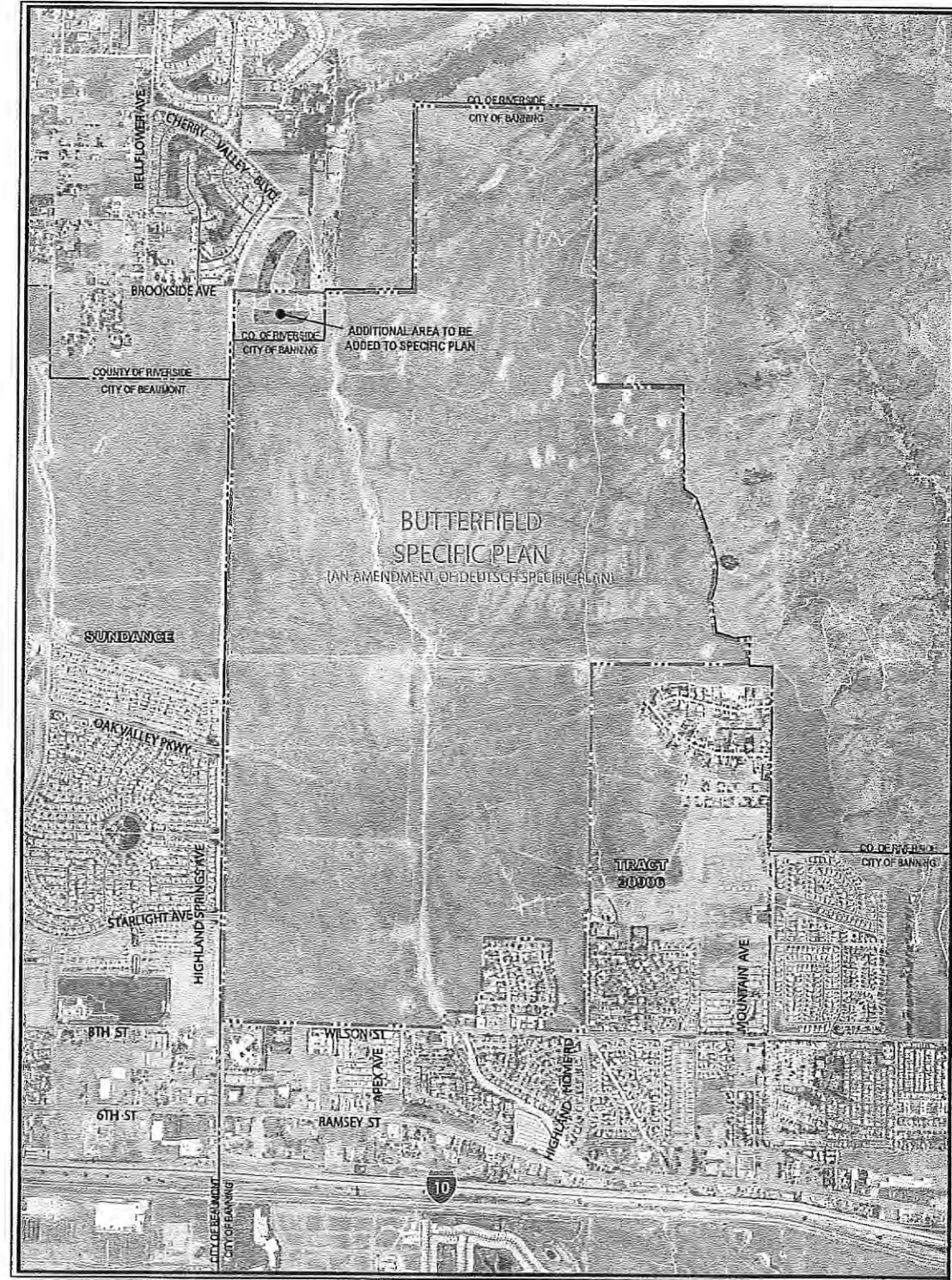
**LEGAL DESCRIPTION**

Those certain parcels of land situated in the City of Banning, County of Riverside, State of California, being Lots 1 through 20 of Tract No. 34330 as shown on a map thereof filed in Book 429, Pages 84 through 103 of Maps in the Office of the County Recorder of said Riverside County.

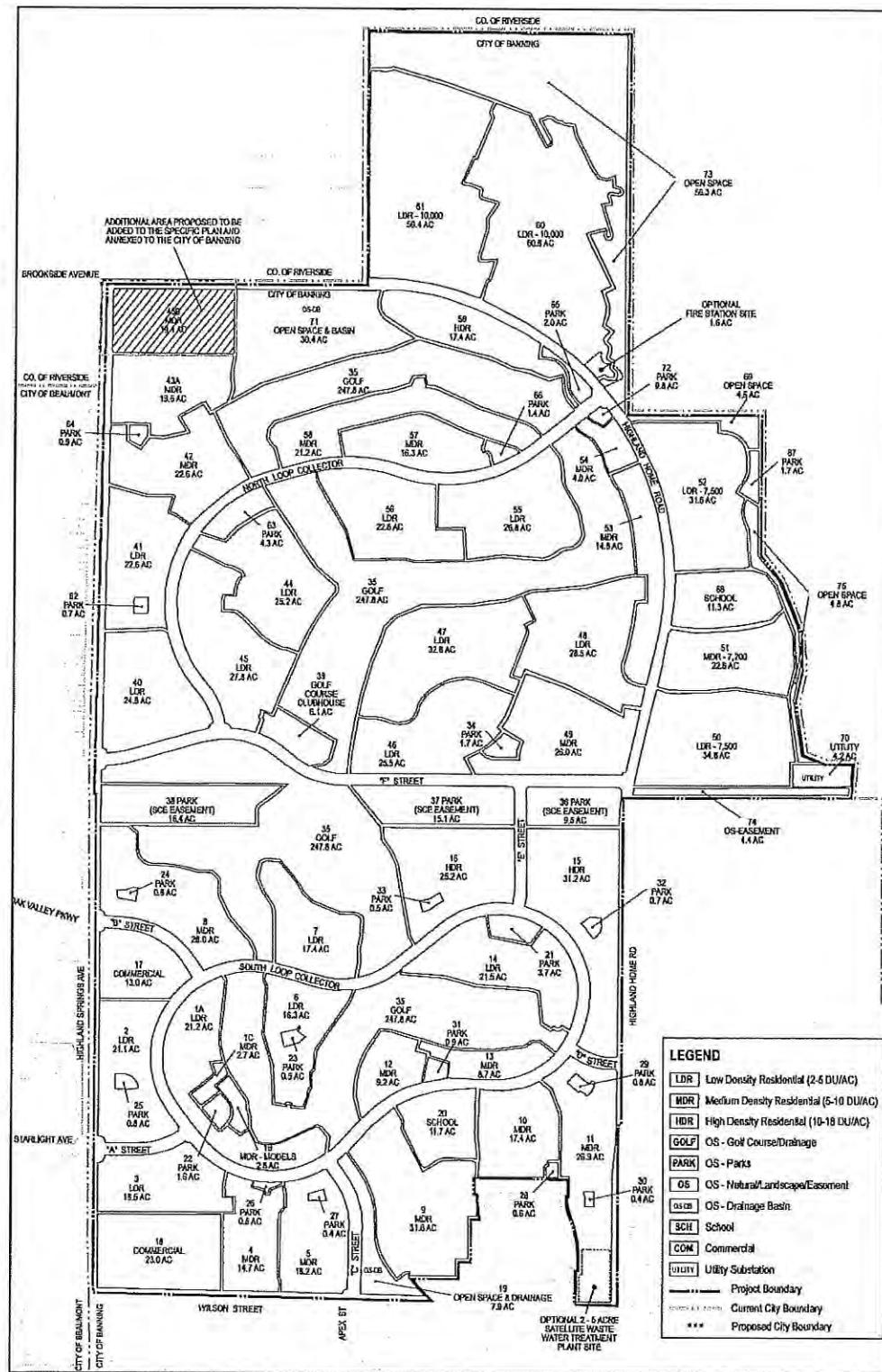
**EXHIBIT "A"**  
**MAP OF DEVELOPER'S PROPERTY**



**EXHIBIT "A"**  
**PARDEE BANNING PROPERTY**



## **SPECIFIC PLAN MAP**



**EXHIBIT "B"**  
**EXISTING DEVELOPMENT APPROVALS/FEE STUDIES**

**A. EXISTING DEVELOPMENT APPROVALS (DA Section 1.35)**

1. General Plan Amendment No. 11-2501
2. Zone Change No. 11-3501
3. Butterfield Specific Plan
4. Development Agreement

**B. DEVELOPMENT FEE STUDIES IN PROCESS (DA Sections 1.28, 4.7)**

Studies being prepared in accordance with Section 7.2.

1. General Facilities Fee\*
2. Fire Facilities Fee\*
3. Police Facilities Fee\*
4. Traffic Control Fee\*
5. Park Land Fee
6. Road and Bridge Fee
7. Recycled Water Fee
8. Water Connection\*
9. Waste Water Connection\* (Collection Fee)
10. Waste Water Frontage Fee
11. Emergency Shelter Fee

\* Also included in Exhibit D and are subject to Developer Incentive Credit under Section 6.8.

**EXHIBIT "C"**  
**ESTOPPEL CERTIFICATE**

Date Requested: \_\_\_\_\_

Date of Certificate: \_\_\_\_\_

On \_\_\_\_\_, 2012, the City of Banning approved the Development Agreement between Pardee Homes, a California corporation and the City of Banning (the "Development Agreement").

This Estoppel Certificate certifies that, as of the Date of Certificate set forth above:

[CHECK WHERE APPLICABLE]

- 1. The Development Agreement remains binding and effective.
- 2. The Development has not been amended.
- 3. The Development Agreement has been amended in the following aspects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. To the best of our knowledge, neither Developer nor any of its successors is in default under the Development Agreement.
- 5. The following defaults exist under the Development Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Estoppel Certificate may be relied upon by an transferee or mortgagee of any interest in the property which is the subject of the Development Agreement.

CITY OF BANNING

BY: \_\_\_\_\_  
PLANNING DIRECTOR

**EXHIBIT "D"**  
**DEVELOPMENT IMPACT FEES**

**EXHIBIT "D"**  
**CITY OF BANNING**  
**SCHEDULE OF FEES**  
**DEVELOPMENT IMPACT FEES**

DESCRIPTION OF FEE	CURRENT FEE	UNIT	RESOLUTION/ORDINANCE #	EFFECTIVE DATE
<b>Fire Facilities</b>				
Residential				
Single Family Detached	\$ 1,335.00	per unit	Reso. 2006-075	8/8/2006
Townhouse/Duplex	\$ 1,335.00	per unit	Reso. 2006-075	8/8/2006
Multi-Family	\$ 1,335.00	per unit	Reso. 2006-075	8/8/2006
Mobile Home	\$ 1,335.00	per unit	Reso. 2006-075	8/8/2006
Nonresidential				
Com/Shopping Ctr 50,000 SF or less	\$ 579.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 50,001 - 100,000 SF	\$ 506.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 100,001 - 200,000 SF	\$ 450.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr over 200,001 SF	\$ 405.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,000 SF or less	\$ 841.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,001 - 50,000 SF	\$ 792.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 50,001 - 100,000 SF	\$ 748.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Medical - Dental Office	\$ 821.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Hospital	\$ 685.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Business Park	\$ 640.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Light Industrial	\$ 468.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Manufacturing	\$ 363.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Warehousing	\$ 259.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Elementary School	\$ 186.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Other Nonresidential				
Lodging	\$ 144.00	per room	Reso. 2006-075	8/8/2006
Day Care	\$ 32.00	per student	Reso. 2006-075	8/8/2006
Nursing Home	\$ 73.00	per bed	Reso. 2006-075	8/8/2006
<b>Police Facilities</b>				
Residential				
Single Family Detached	\$ 823.00	per unit	Reso. 2006-075	8/8/2006
Townhouse/Duplex	\$ 626.00	per unit	Reso. 2006-075	8/8/2006
Multi-Family	\$ 913.00	per unit	Reso. 2006-075	8/8/2006
Mobile Home	\$ 500.00	per unit	Reso. 2006-075	8/8/2006
Nonresidential				
Com/Shopping Ctr 50,000 SF or less	\$ 472.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 50,001 - 100,000 SF	\$ 413.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 100,001 - 200,000 SF	\$ 358.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr over 200,001 SF	\$ 307.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,000 SF or less	\$ 192.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,001 - 50,000 SF	\$ 164.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 50,001 - 100,000 SF	\$ 140.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Medical - Dental Office	\$ 179.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Hospital	\$ 184.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Business Park	\$ 134.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Light Industrial	\$ 73.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Manufacturing	\$ 40.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Warehousing	\$ 52.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Elementary School	\$ 152.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Other Nonresidential				

1 of 3

**EXHIBIT "D"**  
**CITY OF BANNING**  
**SCHEDULE OF FEES**  
**DEVELOPMENT IMPACT FEES**

DESCRIPTION OF FEE	CURRENT FEE	UNIT	RESOLUTION/ORDINANCE #	EFFECTIVE DATE
Lodging	\$ 95.00	per room	Reso. 2006-075	8/8/2006
Day Care	\$ 47.00	per student	Reso. 2006-075	8/8/2006
Nursing Home	\$ 24.00	per bed	Reso. 2006-075	8/8/2006
<b>Traffic Control Facilities</b>				
Residential				
Single Family Detached	\$ 250.00	per unit	Reso. 2006-075	8/8/2006
Townhouse/Duplex	\$ 153.00	per unit	Reso. 2006-075	8/8/2006
Multi-Family	\$ 172.00	per unit	Reso. 2006-075	8/8/2006
Mobile Home	\$ 130.00	per unit	Reso. 2006-075	8/8/2006
Nonresidential				
Com/Shopping Ctr 50,000 SF or less	\$ 1,176.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 50,001 - 100,000 SF	\$ 1,029.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 100,001 - 200,000 SF	\$ 891.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr over 200,001 SF	\$ 764.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,000 SF or less	\$ 479.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,001 - 50,000 SF	\$ 409.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 50,001 - 100,000 SF	\$ 349.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Medical - Dental Office	\$ 94.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Hospital	\$ 459.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Business Park	\$ 333.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Light Industrial	\$ 182.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Warehousing	\$ 130.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Elementary School	\$ 379.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Other Nonresidential				
Lodging	\$ 238.00	per room	Reso. 2006-075	8/8/2006
Day Care	\$ 117.00	per student	Reso. 2006-075	8/8/2006
Nursing Home	\$ 62.00	per bed	Reso. 2006-075	8/8/2006
<b>Parkland</b>				
Residential				
Single Family Detached	\$ 1,955.00	per unit	Reso. 2006-075	8/8/2006
Townhouse/Duplex	\$ 1,485.00	per unit	Reso. 2006-075	8/8/2006
Multi-Family	\$ 2,168.00	per unit	Reso. 2006-075	8/8/2006
Mobile Home	\$ 1,187.00	per unit	Reso. 2006-075	8/8/2006
Commercial/Industrial	\$ 1,233.00	per acre	Reso. 2006-075	8/8/2006
<b>General City Facilities</b>				
Residential				
Single Family Detached	\$ 478.00	per unit	Reso. 2006-075	8/8/2006
Townhouse/Duplex	\$ 363.00	per unit	Reso. 2006-075	8/8/2006
Multi-Family	\$ 530.00	per unit	Reso. 2006-075	8/8/2006
Mobile Home	\$ 290.00	per unit	Reso. 2006-075	8/8/2006
Nonresidential				
Com/Shopping Ctr 50,000 SF or less	\$ 208.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 50,001 - 100,000 SF	\$ 182.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Com/Shopping Ctr 100,001 - 200,000 SF	\$ 162.00	per 1,000 SF	Reso. 2006-075	8/8/2006

**EXHIBIT "D"**  
**CITY OF BANNING**  
**SCHEDULE OF FEES**  
**DEVELOPMENT IMPACT FEES**

DESCRIPTION OF FEE	CURRENT FEE	UNIT	RESOLUTION/ORDINANCE #	EFFECTIVE DATE
Com/Shopping Ctr over 200,001 SF	\$ 146.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,000 SF or less	\$ 302.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 25,001 - 50,000 SF	\$ 285.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Office/Inst 50,001 - 100,000 SF	\$ 269.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Medical - Dental Office	\$ 295.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Hospital	\$ 246.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Business Park	\$ 230.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Light Industrial	\$ 168.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Manufacturing	\$ 130.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Warehousing	\$ 93.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Elementary School	\$ 67.00	per 1,000 SF	Reso. 2006-075	8/8/2006
Other Nonresidential				
Lodging	\$ 52.00	per room	Reso. 2006-075	8/8/2006
Day Care	\$ 12.00	per student	Reso. 2006-075	8/8/2006
Nursing Home	\$ 26.00	per bed	Reso. 2006-075	8/8/2006
<b>Water Connection</b>				
Water system connection fee	\$ 7,232.00	per equivalent dwelling unit	Ord. # 1320	12/14/2004
<b>Wastewater Connection</b>				
Wastewater connection fee	\$ 2,786.00	per equivalent dwelling unit	Ord. # 1321	1/13/2005

\*Fee shall be revised annually based on the average percentage change over the previous calendar year set forth in the Construction Price Index for the Los Angeles metropolitan area.

**EXHIBIT "E"**  
**ADDITIONAL AGREEMENTS CONCERNING DEVELOPMENT**

In addition to the other terms and conditions concerning the City's assistance to the Project, the City shall accommodate and expedite the development of the Developer's Property as follows:

**1.0 CONSTRUCTION CONDITIONS**

1.1 Provision of Utility Connections. The City shall provide, at the Developer's expense, any necessary temporary and permanent utility connections requested by the Developer for power, water service and sewer service prior to recordation of final map.

1.2 Allowance of Transformers. The City shall allow the setting of transformers without requiring adjacent streets to be fully paved. It is anticipated that 6' feet of curb and gutter will be placed adjacent to the transformer to ensure correct elevation of the transformer pad. In the event that the location or elevation change, the Developer shall incur the full costs of relocation of both the curb and transformer.

1.3 Temporary Water Pipes. Temporary above ground pipes for construction water and temporary fire hydrants will be acceptable for model and production homes prior to the first certificate of occupancy in the construction phase being developed.

1.4 Provision of Construction Water. The City shall provide "jumpers" or temporary construction water at the City's normal rate.

1.5 Temporary Use of City Sewer System. The City shall allow the temporary connection of construction trailers to the permanent City sewer system.

1.6 Temporary Use of City Water System. The City shall allow temporary connection of construction trailers to the permanent City water system, provided that all required backflow devices are installed to protect the integrity of the system.

**2.0 MAINTAINENCE**

2.1 Maintenance of Construction Activities. The Developer shall contract directly for all work required for the maintenance of construction related activities, including but not limited to recycling of construction materials, erosion control, temporary fence installation, and temporary power installation. The selection and retention of the contractor, subcontractor or other person or entity to do such work shall be made by the Developer in its sole and absolute discretion. Trash removal will be coordinated directly with City franchisee. In regards to recycled materials, the Developer will produce for the City, at its request, a manifest to confirm the location, type and amount of materials recycled.

### **3.0     STREETS**

3.1     Timing of Street Paving. The Developer shall be allowed to begin construction of model and production homes without first paving streets. Paved streets shall be required as a condition for the issuance of the certificate of occupancy for the first production home in each construction phase. The Developer shall install all-weather access for construction and emergency personnel, which, during dry months, may, include maintained dirt roads.

3.1     Final Lift of Pavement. The City shall allow the installation of the final 1" of asphalt pavement through coordination with the Developer and the City's Public Works officials. If the final 1" of pavement is installed early in the Development of specific in-tract or on backbone streets, and if no structural failures have occurred within the street system, the City may require a fog coat seal prior to exoneration of any outstanding bonds.

### **4.0     GRADING/DRAINAGE**

4.1     At Risk Grading. After the first plan check comments on either the rough or mass grading plans are received by the Developer, the City shall allow the Developer to begin grading operations for the area that is the subject of the plan check. The Developer acknowledges that any changes that may be required by the City will be made at the sole expense of the Developer.

4.2     Erosion Control. The Developer shall Develop the Developer's Property in such a way as to confine all storm water within the Project and shall, do so in a manner which adequately protects all construction within the Project. The Developer shall prepare an erosion control plan that will demonstrate methods that may be incorporated in the Development of the Project to protect downstream watersheds. The Developer shall manage and determine when erosion control measures need to be installed and maintained, but Developer shall comply with any order of City.

4.3     Drainage. Reverse lot drainage on lots that back up to open space, the Golf Course or parks shall be allowed provided that these areas are privately maintained by the Property Owners Association.

### **5.0     DEVELOPMENT CONDITIONS**

5.1     Lot Line Adjustments. In the event that lot line adjustments are required for model complexes or adjustments to open space lots after the recordation of a final map, the City shall review the requested adjustment over the counter with City Engineering staff and the Developer or the Developer's representative. This will not be allowed for the construction of regular production homes.

5.2     Rear Residential Slopes. The Developer shall stabilize according to the City Grading and Landscape Ordinance the rear slope of all residential Lots prior to issuance of a Certificate of Occupancy but shall not be required to landscape and/or irrigate the slopes. It is the intention that rear yard landscaping will be required and installed within the time specified in the CCC & R's by the homeowner.

5.3 Use of Joint Trenches. The City shall allow the Developer, to utilize joint trenches if it deems it necessary for Internet capabilities and/or telecommunication purposes.

5.4 Curbs. The construction of wedge, rolled curb, or mountable curbs within residential and multifamily zoned Planning Areas shall be permitted at the Developer's sole and absolute discretion.

## 6.0 GOLF COURSE

6.1 Golf Course/Active Open Space Drainage Facilities. It is the Developer's intention that the flood control facilities proposed within this area will be constructed consistent with all applicable design standards for such facilities with their maintenance being the responsibility of the either the POA, the operator of the Golf Course, the Developer or the City and not the responsibility of the Riverside County Flood Control District (the "RCFCD") unless the facility has been identified as a Drainage Master Plan Facility by RCFCD.

6.2 Golf Course Water. The financial viability of the Golf Course will be dependent upon the costs to operate and maintain the Golf Course. The City shall provide water to the Project at a per unit rate not to exceed the cost highest tiered rate for irrigation water for the Golf Course for the Term of this Agreement.

## 7.0 PERMITTING

7.1 Fire Sprinkler Inspections. The City's Building and Safety Division shall serve as Special Fire Marshall for this project. Building and Safety shall be responsible for enforcing the then applicable provisions of the California Fire Code, and the California Building Standards Codes.

7.2 Bond Exoneration. Upon request by the Developer, the City shall generate a one-time punch list of items required for the full or partial exoneration of all Project-related improvement bonds, for improvements both within and outside of the Property. The City shall, within 5 days of receipt of a written request from the Developer, provide an inspector to determine if the punch list items have been corrected. Once it has been determined that they have been corrected, the City shall expeditiously exonerate the bonds, partially or fully, as applicable. No additional punch lists shall be generated once an improvement has been inspected and a punch list generated.

7.3 Building Permit Refunds. If a Building Permit has expired without construction having started on the structure for which the Building Permit was issued, the Developer shall be entitled to a refund of the building permit fee less 20% for an administrative fee. No refund will be provided if the request for the refund has not been provided to the City within 30 days of the Building Permit's expiration.

## **8.0 PREVAILING WAGES**

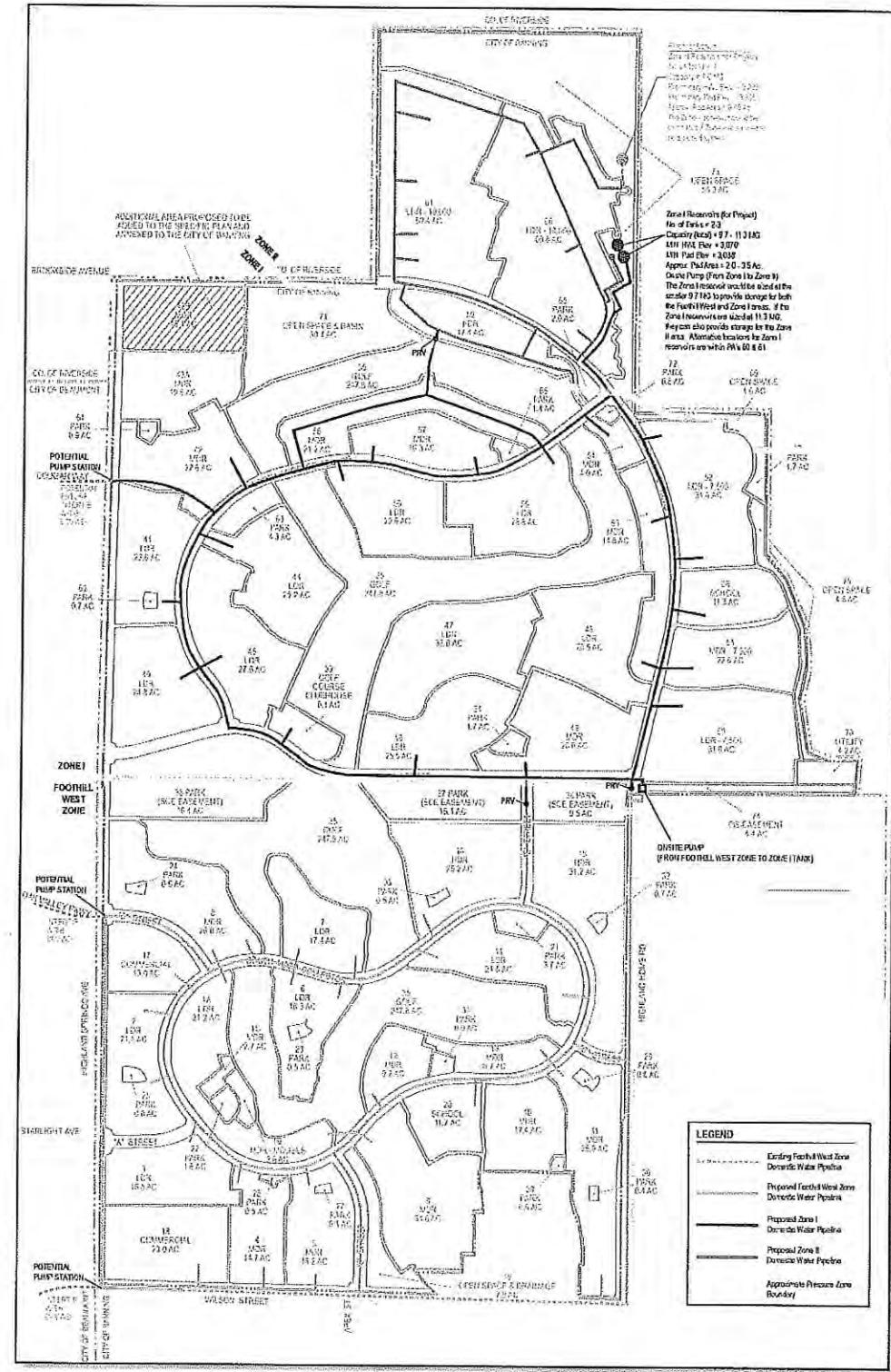
The Developer shall pay prevailing wages in connection with the construction of the Project as required by law. To the extent that it is determined that Developer has not paid, or does not pay, prevailing wages required by law for any portion of the Project, Developer shall defend and hold the City harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that the Developer failed to pay prevailing wages in connection with the construction of the Project.

Developer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Developer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Developer shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any construction or Site uses to be undertaken by Developer are or are not subject to Prevailing Wage Law.

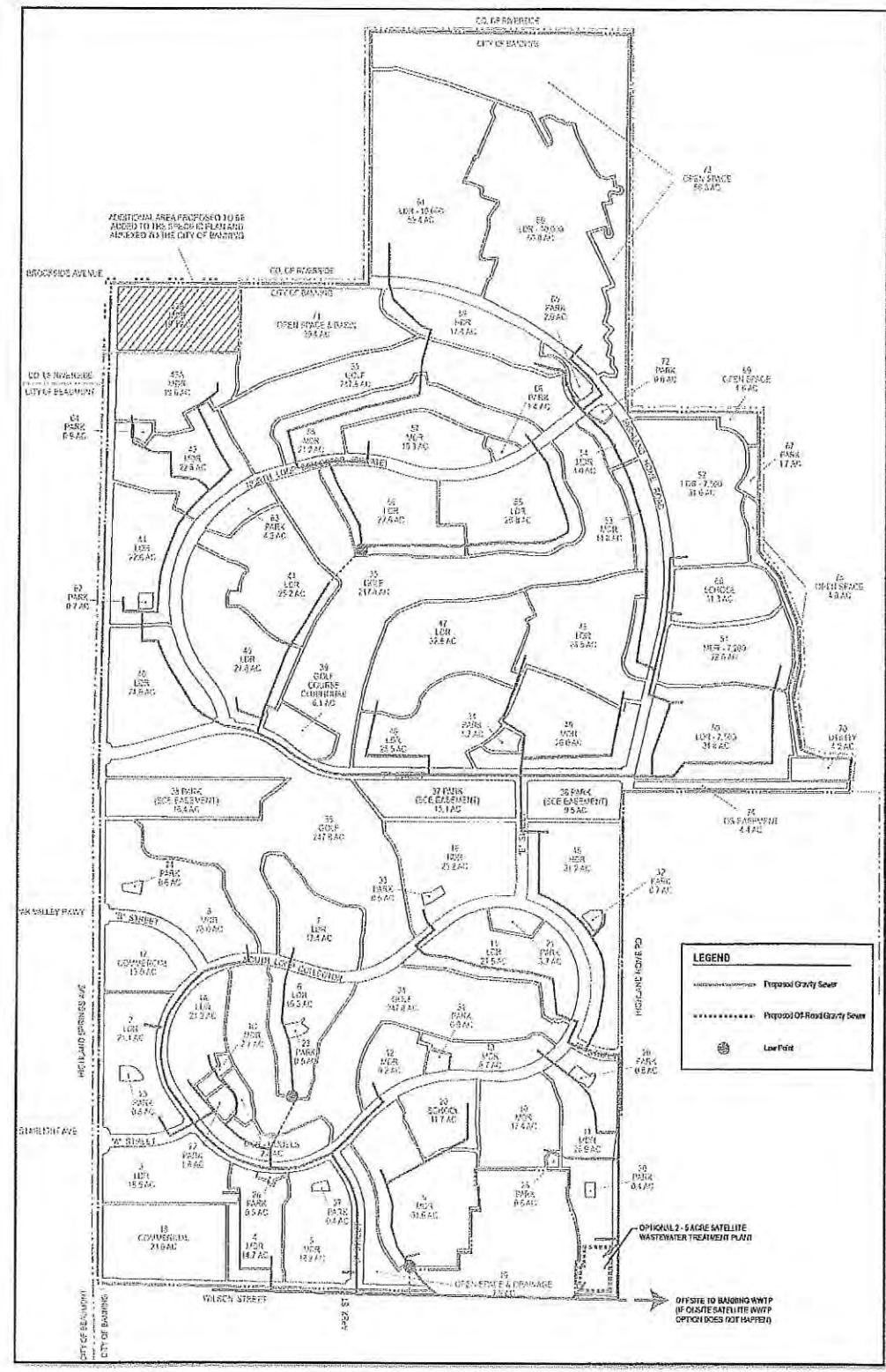
## **9.0 COST OF DEVELOPMENT AGREEMENT**

Developer has previously deposited approximately \$200,000 with the City to pay all the City's outside consulting costs, costs of the environmental and legal review, and costs to process and obtain the Development Approvals, including this Agreement. As of March 1, such costs in aggregate exceed the amount deposited by \$20,000, and additional costs are anticipated by the end of the approval process. Accordingly, before this Development Agreement shall be executed by the City, the Finance Director shall prepare a final written statement of costs incurred by City in the processing and approval of the Project, and Developer shall pay such amount in good money to City.

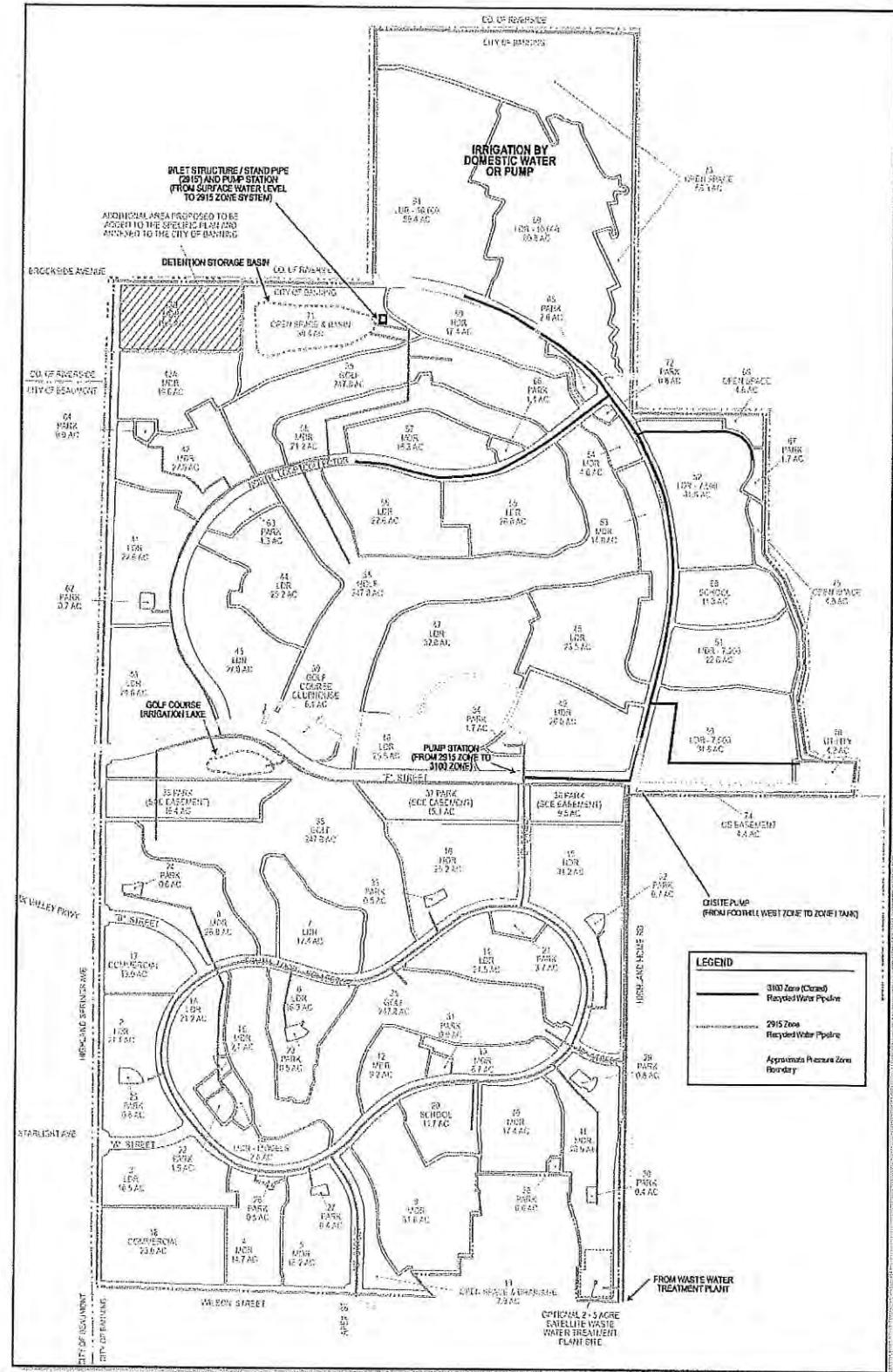
**EXHIBIT "F"**  
**PROPOSED PROJECT FACILITIES**



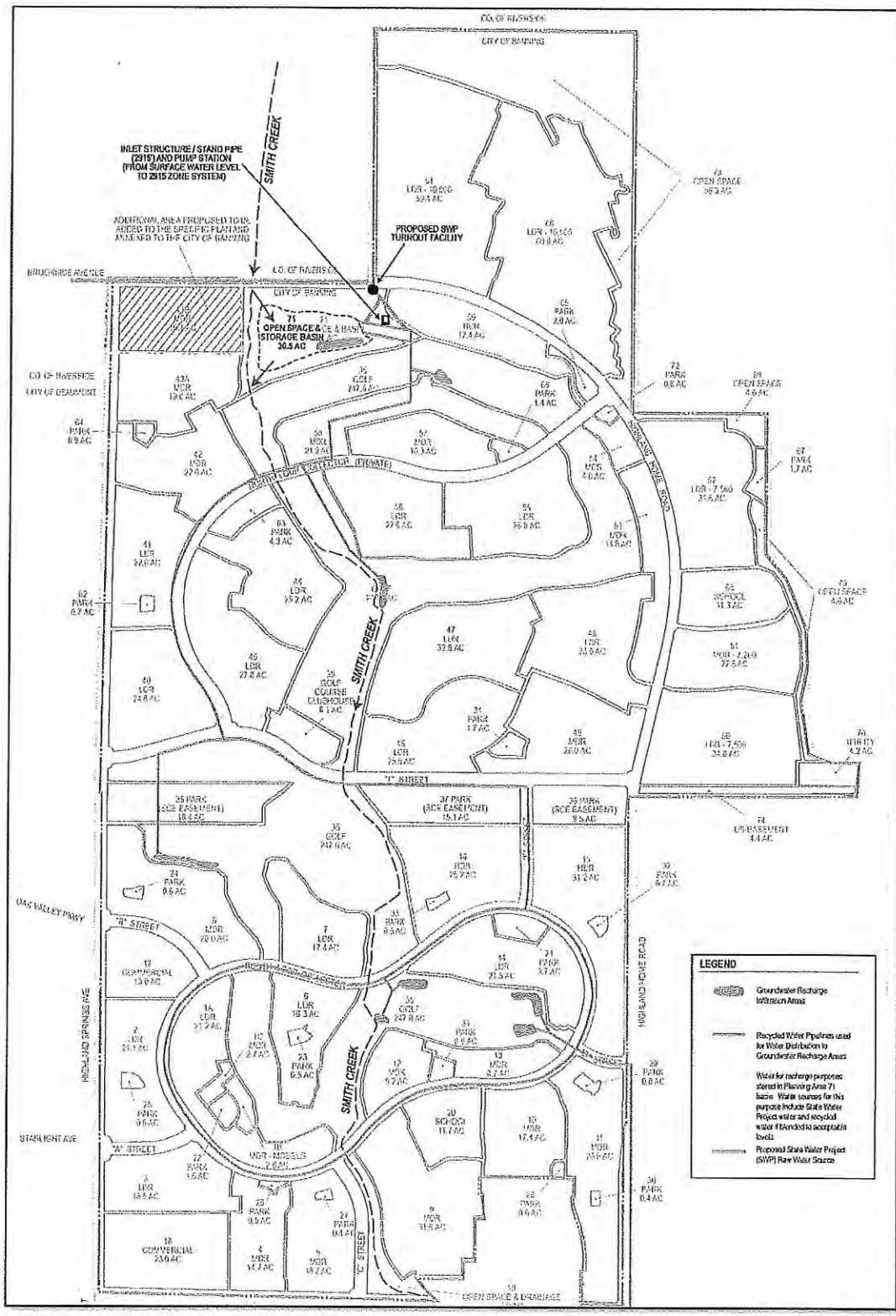
**EXHIBIT "F"**  
**PROPOSED PROJECT FACILITIES**



**EXHIBIT "F"**  
**PROPOSED PROJECT FACILITIES**



**EXHIBIT "F"**  
**PROPOSED PROJECT FACILITIES**



**EXHIBIT "F"**  
**PROPOSED PROJECT FACILITIES**

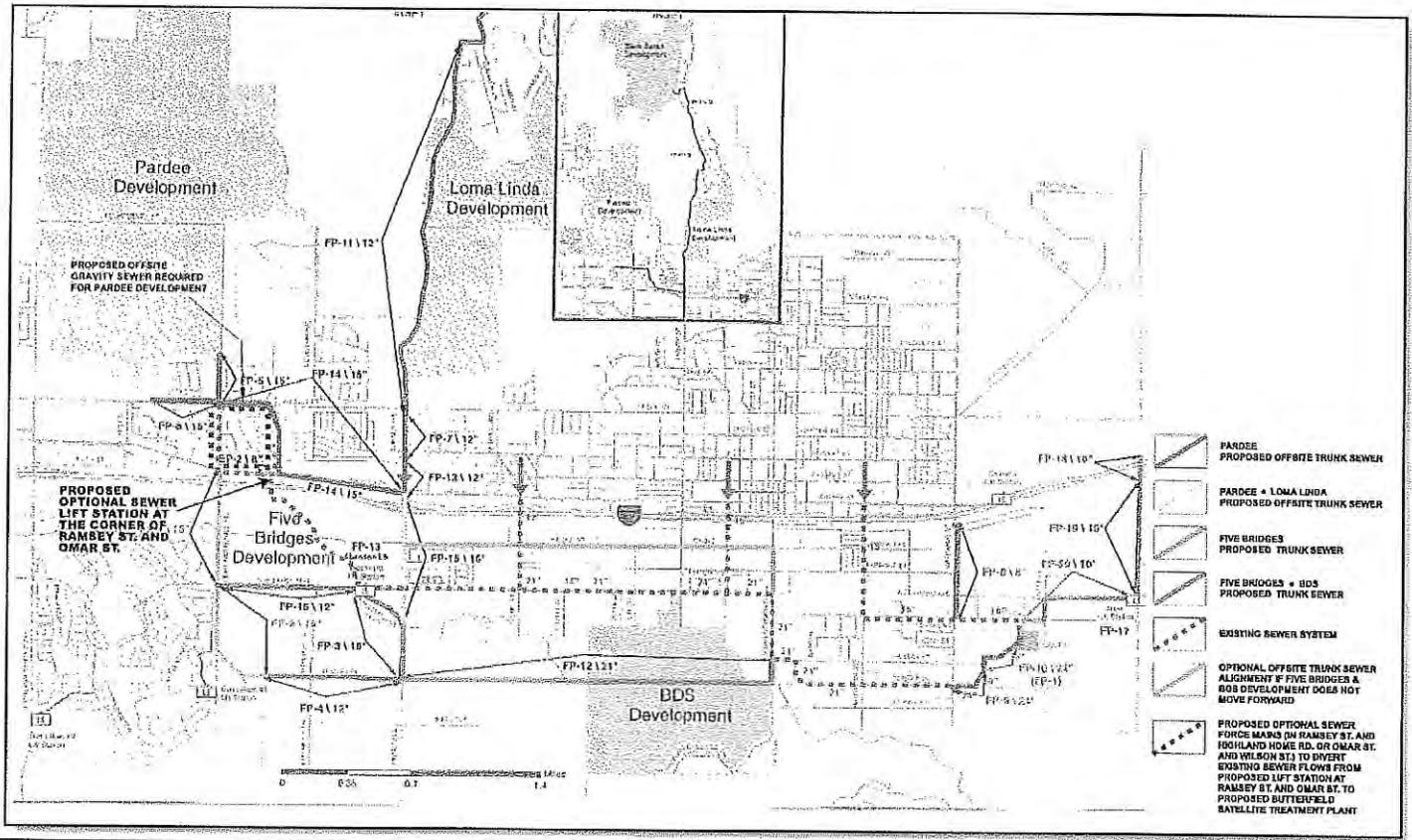
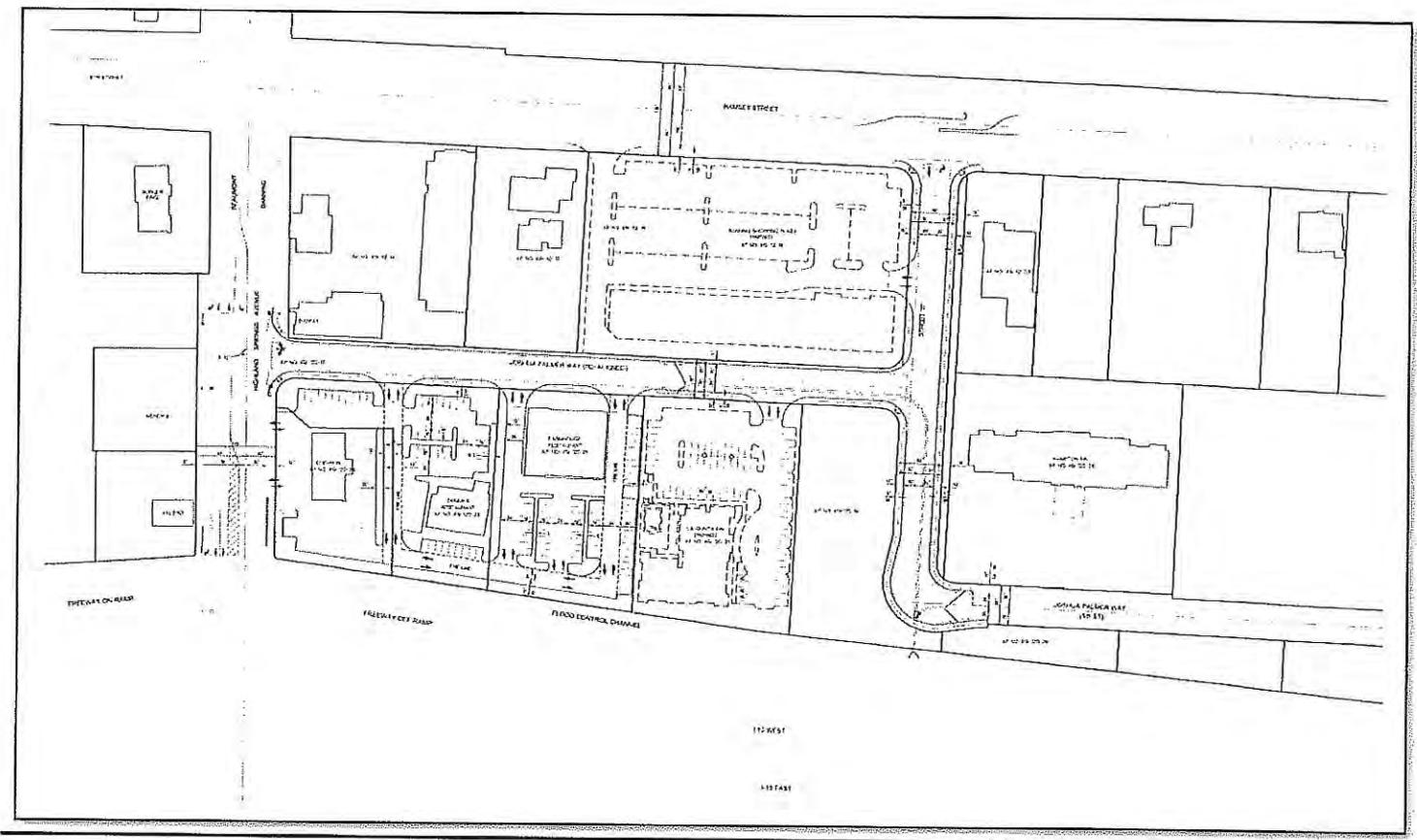


EXHIBIT "G"  
**HIGHLAND SPRINGS IMPROVEMENTS**



**EXHIBIT "H"**  
**BUTTERFIELD PROJECT FINANCING PLAN**

This Financing Plan sets forth the basic terms and conditions pursuant to which City and Developer will cooperate to establish one or more CFD(s) and designate Improvement Areas therein pursuant to the CFD Act to finance the Eligible Facilities in connection with the Project and to levy the Services Special Tax. Capitalized terms not otherwise defined in this Financing Plan shall be defined as provided in the Development Agreement.

1. **Goals and Policies for Financing.** The City will adopt general Goals and Policies for establishing CFDs. The Goals and Policies for Financing shall apply on a City-wide basis and may be amended from time to time. This Financing Plan shall be consistent with the City's Goals and Policies for Financing. The principal objectives of this Financing Plan are to:

- a. Provide City and Developer reasonable certainty that each CFD will be established in accordance with the Goals and Policies and this Financing Plan.
- b. Provide basic parameters for the levy of (i) the Facilities Special Tax (defined below) within each CFD or Improvement Area to pay directly for Eligible Facilities and to secure the issuance of bonds of each CFD or Improvement Area secured by and payable from the Facilities Special Tax in order to finance the Eligible Facilities ("Bonds") and (ii) the Services Special Tax.
- c. Provide basic parameters for the issuance of Bonds by or for the CFD(s) and any Improvement Areas therein.

2. **Formation.** City shall initiate proceedings to establish a CFD, upon Developer's petition request pursuant to the CFD Act and submittal of City's standard application form and receipt of an advance from Developer in an amount determined by City to pay for City's estimated costs to be incurred in undertaking the proceedings to establish the CFD ("Formation Proceeding Costs"). City agrees that all such advances for Formation Proceedings Costs so long as the costs are reasonable and not due to the actions of developer, incurred in connection with the formation of such CFD shall be eligible for reimbursement out of the first available proceeds of Surplus Special Taxes (defined below) and Bonds of the CFD and/or Facilities Special Taxes to the extent approved by the City's Bond Counsel ("CFD Proceeds"). The exact terms and conditions for the advance of funds by Developer and the reimbursement of such advances shall be memorialized in a separate agreement between City and Developer. City agrees to use its best efforts to complete the proceedings to form each CFD and record the notice of special tax lien for the CFD and each Improvement Area therein within 210 days after City's receipt of Developer's complete application and deposit.

3. **Boundaries.** The CFD boundary, or the boundaries of all CFDs if more than one is formed, shall encompass the Project. Each CFD may contain multiple Improvement Areas based on phasing of the Project within the CFD.

4. Eligible Public Facilities and Discrete Components. Subject to the City's adopted Goals and Policies for Financing, and review by Bond Counsel, conditions set forth in the following paragraph, City may authorize the CFDs to finance the acquisition or construction of the Eligible Facilities, which may include the following:

- a. public streets and other related improvements within the public right-of-way
- b. water facilities
- c. storm drain facilities
- d. sewer facilities
- e. public parks, open space and landscaping
- f. electrical facilities to be extent reasonable
- g. any public facility to be constructed by City for which Developer is required to make a cash contribution pursuant to the Project's conditions of approval or this Agreement or which is included in any City capital improvement fee program and which public facility is to be owned by the City, subject to credit against the corresponding fee.

The costs of any Eligible Facility to be constructed by Developer that are eligible to be financed with CFD Proceeds ("Actual Costs") shall include the following if permissible under the Act:

- (i) The actual hard costs for the construction or the value of the Proposed Eligible Facility, including labor, materials and equipment costs;
- (ii) The costs of grading related to the Eligible Facility;
- (iii) The costs incurred in designing, engineering and preparing the plans and specifications for the Eligible Facility;
- (iv) The costs of environmental evaluation and mitigation of or relating to the Eligible Facility;
- (v) Fees paid to governmental agencies for, and costs incurred in connection with, obtaining permits, licenses or other governmental approvals for the Eligible Facility;
- (vi) Costs of construction administration and supervision;
- (vii) Professional costs associated with the Eligible Facility, such as engineering, legal, accounting, inspection, construction staking, materials and testing and similar professional services; and
- (viii) Costs of payment, performance and/or maintenance bonds and insurance costs directly related to the construction of the Eligible Facility.

## TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS.....	3
1.1 Acquisition Agreement. ....	3
1.2 Anniversary Date. ....	3
1.3 Annual Review. ....	3
1.4 Applications. ....	3
1.5 Appraisal of Land Value.....	4
1.6 Assignment. “.....	4
1.7 Authorizing Ordinance. ....	4
1.8 Building Permit.....	4
1.9 CC&R's.....	4
1.10 Certificate of Compliance. ....	4
1.11 Certificate of Occupancy. ....	4
1.12 CFD.....	4
1.13 CFD Act. ....	4
1.14 City. ....	4
1.15 City Council. ....	4
1.16 City Development Agreement Ordinance.....	4
1.17 City Manager. ....	4
1.18 City Wide Traffic Improvements. ....	5
1.19 Claims or Litigation.....	5
1.20 Dedicate or Dedication. ....	5
1.21 Default.....	5
1.22 Developed Property. ....	5
1.23 Development Goals.....	5
1.24 Developer's Property. ....	5
1.25 Development.....	5
1.26 Development Agreement Statute.....	5
1.27 Development Approvals. ....	5
1.28 Development Impact Fees. ....	6
1.29 Development Plan.....	6
1.30 Director. ....	6
1.31 Economically Distressed Year.....	6
1.32 Effective Date. ....	6
1.33 Eligible Facilities.....	6
1.34 Exaction. ....	6
1.35 Existing Development Approvals.....	6
1.36 Existing Land Use Regulations.....	7
1.37 Financing Plan. ....	7
1.38 Force Majeure. ....	7
1.39 Future Development Approvals. ....	7
1.40 General Plan. ....	7
1.41 Goals and Policies for Financing.....	7
1.42 Golf Course/Active Open Space. ....	7

## TABLE OF CONTENTS (cont.)

	<u>Page</u>
1.43 Grading Permit. ....	7
1.44 Improvement Area. ....	7
1.45 Innocent Owner. ....	7
1.46 LAFCO. ....	7
1.47 Land Use Regulations. ....	7
1.48 Legal or Equitable Interest. ....	8
1.49 LMD. ....	8
1.50 Local Agency. ....	8
1.51 Lot. ....	8
1.52 Master Tract Map. ....	8
1.53 Mortgage. ....	8
1.54 Mortgagee. ....	8
1.55 Mortgagee Successor. ....	8
1.56 Municipal Code. ....	9
1.57 Non-Defaulting Party. ....	9
1.58 Owner. ....	9
1.59 Park fees. ....	9
1.60 Phase. ....	9
1.61 Phasing Plans. ....	9
1.62 Planning Area. ....	9
1.63 Planning Commission. ....	9
1.64 Pre-Qualified Buyer. ....	9
1.65 Property Owner's Association or POA. ....	9
1.66 Processing Fees. ....	9
1.67 Project. ....	10
1.68 Proposed Project Facilities. ....	10
1.69 Reimburse or Reimbursement. ....	10
1.70 Reservations of Authority. ....	10
1.71 Services Special Tax. ....	10
1.72 Specific Plan. ....	10
1.73 Subdivision Map. ....	10
1.74 Subdivision Map Act. ....	10
1.75 Taxes. ....	10
1.76 Ten or 10 <sup>th</sup> Year Anniversary Review. ....	10
1.77 Term. ....	10
1.78 Traffic Control Facility Fee. ....	11
1.79 Transfer. ....	11
1.80 Trigger Percentages. ....	11
1.81 TUMF. ....	11
1.82 Zoning Code. ....	11

## TABLE OF CONTENTS (cont.)

	<u>Page</u>
2. EXHIBITS .....	11
3. TERM .....	11
3.1 Term .....	11
3.2 Termination Upon Completion of Construction .....	12
3.3 Termination for Default .....	12
3.4 Extension of the Term: .....	12
3.5 Effective Date. ....	12
4. DEVELOPMENT OF THE DEVELOPER'S PROPERTY .....	12
4.1 Right to Develop. ....	12
4.2 Right To Future Approvals. ....	12
4.3 Existing Development Approvals. ....	13
4.4 Specific Plan. ....	13
4.5 Priority Of Specific Plan. ....	13
4.6 Later Enacted Measures. ....	13
4.7 Impact Fee Studies. ....	13
5. FINANCING AND THE CITY'S OBLIGATIONS .....	13
5.1 Formation of CFD(s) and LMDs. ....	13
5.2 Adoption of Goals and Policies for Financing. ....	14
5.3 Services Special Tax. ....	15
5.4 Planning Area 19, 35, 39 and 71 Drainage Facilities. ....	15
5.5 Reimbursement Agreements. ....	15
5.6 Landscape Maintenance Districts. ....	16
5.7 Reimbursement for Pre-Approval Costs. ....	16
5.8 Obligations of Developer Respecting Financing; No Speculation. ....	17
6. TIME FOR CONSTRUCTION AND COMPLETION OF PROJECT .....	17
6.1 Timing of Development. ....	17
6.2 Development Goals. ....	18
6.3 Development Goals Satisfied By Commencement of Construction.....	19
6.4 Public Improvements. ....	19
6.5 Development of Phasing Plans During Subdivision Map Approvals. ....	20
6.6 Ten Year Anniversary Review.....	21
6.7 Failure to Satisfy Phasing Goals and Objectives. ....	22
6.8 Developer Incentives for Expedited Development. ....	23
7. FEES, TAXES AND ASSESSMENTS.....	23
7.1 Processing Fees. ....	23
7.2 Development Impact Fees.....	24
7.3 Wastewater, Domestic and Reclaimed Water Facilities Development Impact Fees. ....	24
7.4 Park Fees.....	25
7.5 Traffic Impact Mitigation. ....	26
8. DEDICATIONS AND CONVEYANCES OF PROPERTY INTERESTS .....	27
8.1 Park Improvements. ....	27
8.2 Drainage Facilities. ....	28

## TABLE OF CONTENTS (cont.)

	<u>Page</u>
8.3 Satellite Water Treatment Plant. ....	29
8.4 Fire Station Site. ....	29
8.5 Water Tanks. ....	29
9. PROCESSING OF REQUESTS AND APPLICATIONS: OTHER GOVERNMENT PERMITS.....	30
9.1 Processing. ....	30
9.2 Developer to Pay for Expedited Processing. ....	30
9.3 General Time Periods for Processing. ....	30
9.4 Precise Grading/Plot Plan Revisions. ....	31
9.5 Additional Inspectors and Plan Checkers. ....	31
9.6 Tentative Subdivision Maps. ....	31
9.7 Multiple Final Subdivision Maps: ....	31
9.8 Financing and Conveyance Maps: ....	31
9.9 Water Availability. ....	31
9.10 Other Governmental Permits. ....	31
9.11 Public Agency Coordination. ....	31
9.12 Annexation. ....	31
10. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT. ....	32
10.1 Initiation of Amendment. ....	32
10.2 Procedure. ....	32
10.3 Consent. ....	32
10.4 Minor Modifications. ....	32
10.5 Effect of Amendment to Development Agreement. ....	33
11. RESERVATIONS OF AUTHORITY. ....	33
11.1 Limitations, Reservations and Exceptions. ....	33
11.2 Regulation by Other Public Agencies. ....	34
11.3 Fees, Taxes and Assessments. ....	34
12. ANNUAL REVIEW. ....	34
12.1 Annual Monitoring Review. ....	34
12.2 Certificate of Compliance. ....	35
12.3 Failure to Conduct Annual Review. ....	35
13. DEFAULT, REMEDIES AND TERMINATION. ....	35
13.1 Rights of Non-Defaulting Party after Default. ....	35
13.2 No Recovery for Monetary Damages. ....	35
13.3 Recovery of Monies Other Than Damages. ....	36
13.4 Compliance with the Claims Act. ....	36
13.5 Notice and Opportunity to Cure. ....	36
13.6 Dispute Resolution. ....	37
13.7 Waiver of Breach. ....	38
13.8 Limitations on Defaults. ....	38
13.9 Venue. ....	39
14. ASSIGNMENT. ....	39
14.1 Right to Assign. ....	39

## TABLE OF CONTENTS (cont.)

	<u>Page</u>
14.2 Sale to Pre-Qualified Buyer. ....	41
14.3 Termination of Agreement With Respect to Individual Parcels Upon Sale to Public. ....	41
14.4 Declaration of Covenants. ....	42
<b>15. RELEASES AND INDEMNITIES. ....</b>	<b>42</b>
15.1 The City's Release As To Actions Prior To Effective Date. ....	42
15.2 The Developer's Release As To Actions Prior To Effective Date. ....	42
15.3 Third-Party Litigation. ....	42
15.4 Hold Harmless: Developer's Construction and Other Activities. ....	44
15.5 Survival of Indemnity Obligations. ....	44
<b>16. EFFECT OF AGREEMENT ON TITLE. ....</b>	<b>44</b>
16.1 Covenant Run with the Land. ....	44
<b>17. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION. ....</b>	<b>45</b>
17.1 Non-liability of City Officers and Employees. ....	45
17.2 Conflict of Interest. ....	45
17.3 Covenant Against Discrimination. ....	45
<b>18. MORTGAGEE PROTECTION. ....</b>	<b>45</b>
18.1 Definitions. ....	45
18.2 No Encumbrances Except Mortgages to Finance the Project. ....	45
18.3 Developer's Breach Not Defeat Mortgage Lien. ....	46
18.4 Holder Not Obligated to Construct or Complete Improvements. ....	46
18.5 Notice of Default to Mortgagee. ....	46
18.6 Right to Cure. ....	46
18.7 City's Rights upon Failure of Holder to Complete Improvements. ....	47
18.8 Right of City to Cure Mortgage Default. ....	48
18.9 Right of the City to Satisfy Other Liens on the Developer's Property After Conveyance of Title. ....	48
<b>19. MISCELLANEOUS. ....</b>	<b>48</b>
19.1 Estoppel Certificates. ....	48
19.2 Force Majeure. ....	49
19.3 Interpretation. ....	49
19.4 Severability. ....	49
19.5 Joint and Several Obligations. ....	50
19.6 No Third Party Beneficiaries. ....	50
19.7 Notice. ....	50
19.8 Relationship of Parties. ....	51
19.9 Attorney's Fees. ....	51
19.10 Further Actions and Instruments. ....	51
19.11 Time of Essence. ....	51
19.12 Waiver. ....	51
19.13 Execution. ....	51



**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:** July 24, 2018

**SUBJECT:** Resolution 2018-27 Approving a Consultant Services Agreement with Albert A. Webb Associates for Peer Review Services in connection with the Banning Quarry Environmental Assessment

---

**RECOMMENDED ACTION:**

That the City Council Adopt Resolution 2018-27 approving a Professional Services Agreement between the City of Banning and Albert A. Webb Associates to provide peer review services to the City of Banning for the review of a Draft Environmental Impact Report ("DEIR") and associated documents for the Banning Quarry project.

**BACKGROUND:**

Section 17.24.070 of the City's Zoning Ordinance requires that development applications be reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA). In accordance with CEQA Guidelines Section 15084(d)(3), a lead agency may accept a draft EIR prepared by a consultant retained by the applicant; before using a draft prepared by another person, the lead agency shall subject the draft to the agency's own review and analysis, and the draft EIR which is sent out for public review must reflect the independent judgement of the Lead Agency. Where a project applicant's consultant is preparing the draft EIR, the Planning Department utilizes peer review services to both review and validate technical report findings as well as to support the City's review of the draft EIR document.

The environmental document for the Banning Quarry project will analyze the proposal to incorporate project reclamation plans into a single plan and to expand existing mining operations. The peer review will include review of the environmental

documents as well as preparation of environmental recommendations, staff reports, and resolutions for Planning Commission and City Council hearings on the project.

On January 26, 2018 The Community Development Department, Planning Division released a Request for Proposal (RFP) (Attachment 2) in accordance with the On-Call Environmental Services Contract Services Agreement approved by the City Council on May 10, 2016 (Attachment 3). The RFP requested a cost estimate for peer review of environmental documents associated with the proposed incorporation of project reclamation plans into a single plan, and to expand existing mining operations.

On February 9, 2018, Albert A. Webb Associates provided a quote to provide peer review services to the City as requested. The quote includes peer review of environmental documents as well as the preparation of environmental recommendations, notices, staff reports and resolutions for Planning Commission and City Council hearings on the project, and printing of environmental documents.

#### **FISCAL IMPACT:**

The Applicant is responsible for the reimbursement of the proposed professional services (Attachment 4). The fee amount is \$76,000. A deposit/reimbursement agreement will be executed in connection with this proposal.

#### **ALTERNATIVES:**

Do not approve the Profession Services Agreement and provide staff with alternative direction.

#### **ATTACHMENTS:**

1. Resolution 2018-27 with Scope of Work
2. Request for Quote (RFP)
3. Resolution 2016-38 (On-Call Environmental Services)
4. Albert A. Webb Contract

Approved by:



Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Resolution 2018-27 with Scope of Work

## RESOLUTION 2018-27

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPROVE THE SERVICES AGREEMENT IN CONNECTION WITH THE BANNING QUARRY ENVIRONMENTAL ASSESSMENT PEER REVIEW SERVICES.

**WHEREAS**, on January 26, 2018 the Community Development Department released a Request for Proposal in accordance with the terms and conditions of the On-Call Environmental Services request for proposals adopted by City Council on May 10, 2016 to conduct peer review of environmental documents associated for the Banning Quarry project in accordance with the California Environmental Quality Act (CEQA), and best professional practice; and

**WHEREAS**, on February 9, 2018, Albert A. Webb Associates provided a proposal to provide California Environmental Quality Act (CEQA) peer review services to the City for the review of the Draft Environmental Impact Report ("DEIR") and associated documents that will be prepared for the proposed project which includes the proposed incorporation of project reclamation plans into a single plan, and to expand existing mining operations; and

**WHEREAS**, the Applicant is responsible for the fee amount of the proposed professional services for the total contract amount "not to exceed" \$76,000.

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

**SECTION 1.** The Council approves the Agreement for Professional Services with Albert A. Webb Associates to provide professional environmental consulting services in connection with the Banning Distribution Center in the amount of \$76,000 as provided in the proposal for CEQA Peer Review Services as shown in Exhibit "A".

**SECTION 2.** The City Manager is authorized to execute the agreement, make the necessary appropriations and account transfers to fund this agreement, and appropriate funds deposited by Robertson's Ready Mix for the purpose of funding the said Professional Services Agreement in a form approved by the City Attorney.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of April, 2018.

---

George Moyer  
City of Banning

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

---

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

**ATTEST:**

---

Marie A. Calderon, City Clerk  
City of Banning

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-27 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10th day of April, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

# **EXHIBIT “A”**

## Proposal

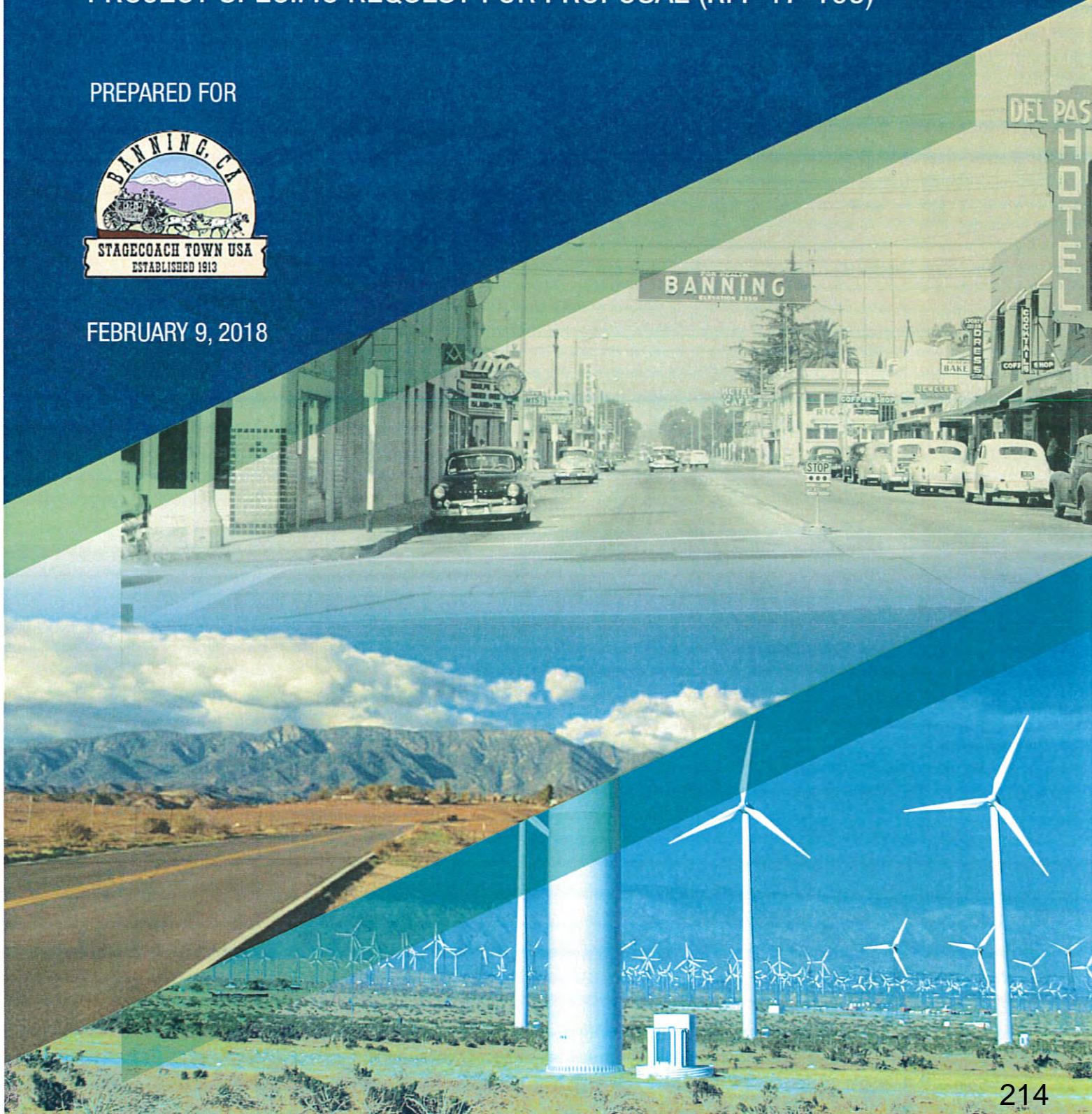
PROPOSAL TO PROVIDE PROFESSIONAL SERVICES

**BANNING QUARRY ENVIRONMENTAL ASSESSMENT NO. 2017-1503**  
**PROJECT SPECIFIC REQUEST FOR PROPOSAL (RFP 17-109)**

PREPARED FOR



FEBRUARY 9, 2018



## TABLE OF CONTENTS

1	<b>SECTION A. EXECUTIVE SUMMARY</b>
2	<b>SECTION B. ORGANIZATION AND STAFFING</b>
3	<b>SECTION C. PROJECT SCHEDULE</b>
11	<b>SECTION D. PROPOSED FEE SCHEDULE</b>
12	<b>APPENDIX 1. EXHIBITS</b>

# SECTION A. EXECUTIVE SUMMARY

---

Albert A. Webb Associates (WEBB) is eager to collaborate with the City of Banning (City) to provide a peer review of the Banning Quarry Environmental Assessment No. 2017-1503. We understand the City is contemplating the processing of several applications and plans related to the ongoing operation of the Banning Quarry. We also understand several previous mining permits have been issued in the past, and revisions to their operational area and operation timing are being proposed now to be analyzed in a forthcoming EIR prepared by the applicant. The issues associated with mining operations can be upsetting to local residents, and it is expected the entitlements sought by the applicant may be controversial for some in the community. We understand our job will be to help the City by providing objective, technical reviews of the materials presented in the EIR so the City can have confidence in what is being portrayed to the Community is accurate and appropriate information.

## Proposed Services

- Peer review the technical studies prepared by the applicant which will include air quality assessment/greenhouse gas assessment, a biological report, a cultural resources report, a traffic study, a noise study, a hydrology study, and a geotechnical report
- Peer review the CEQA documentation prepared by the applicant including an Initial Study, Notice of Preparation, Draft EIR, Notice of Availability/Notice of Completion, Final EIR, and Findings/Statements of Overriding Considerations
- Preparation of Staff Reports, Notices, Findings/Statements of Overriding Considerations (if necessary)
- Facilitate frequent and consistent communications with City Staff and applicant's team (if necessary)

## Differentiators

- Extensive experience within Inland Southern California, and in particular, with the City of Banning preparing and reviewing all levels of CEQA documents including Environmental Impact Reports
- Experienced team working on mining projects and associated reclamation plans
- Knowledge of the City's processes and entitlement process

In the City of Banning, as well as in other jurisdictions where WEBB is preparing CEQA documents, we have been subject to peer review processes ourselves. WEBB institutes a team approach to our peer review services. We understand our role is to be helpful to the City as CEQA experts, and to objectively review the documents in front of us to determine the CEQA-adequacy of these documents. We view our role as being part of the overall project team to make the project successful for the City as well as for the applicant. We understand our role is not to run up the bill for the applicant or the City by "nit-picking" the applicant's analysis, but instead to provide meaningful feedback based on our firm's technical expertise and experience.

WEBB is committed to providing the highest quality assistance possible to the City. Should you have any questions about our enclosed scope, approach, or budget, please contact me.

Sincerely,



**Stephanie Standerfer - Vice President**

Albert A. Webb Associates  
[stephanie.standerfer@webbassociates.com](mailto:stephanie.standerfer@webbassociates.com)  
951.248.4263

## SECTION B. ORGANIZATION AND STAFFING

---

Knowledge, experience, and responsiveness are key elements of a strong peer review team. WEBB has a team of professionals that will deliver these key elements to the City. We will approach the peer review tasks from a team standpoint and will provide technical and timely feedback to the City so the applicant's team can respond and provide documents that will be in the best interest of the City, while keeping the applicant's objectives in mind. We pride ourselves on being good communicators which will ensure the peer review process goes smoothly.

Our approach to peer review will include a kick-off meeting that should include the applicant, the applicant's CEQA Consultant and City Staff. We always like to establish in-person relationships of the folk's work we are reviewing. With the City's permission, we also like to employ an open-communication model which means as we review the documents, we will reach out directly to the applicant's team (always including the City) about any questions we may have to get clarification on methodology, assumptions, or approach. This will help prevent any misunderstandings and further the effectiveness of the peer review comments. We will then be open to having a face-to-face meeting with the applicant's team and the City to discuss comments we have.

**Stephanie Standerfer** will be the Principal-in-Charge with the City for all contractual matters focusing on resolving any critical contract issues as soon as they are identified. Stephanie is the Vice President over Planning and Environmental Services for WEBB. Stephanie has over 18 years professional experience as a project manager, specializing in managing large CEQA projects for both public and private clients. Stephanie has managed large multi-disciplinary projects focused in municipalities of cities, private developer industries, water districts, county and regional public agencies, and community college districts. She has overseen all three of the recent CEQA projects within the City of Banning. She has experience reviewing other mining projects in Riverside County, and has provided feedback to other agencies and jurisdictions on their adequacy.

The project manager we propose for the City's project is **Stephanie Tang**. Stephanie has 10 years experience focusing on California Environmental Quality Act (CEQA) matters for small, medium, and large public and private projects. Stephanie also has experience reviewing mining reclamation plans. Clients benefit from Stephanie's urban planning background, which includes experience on general plan updates, specific plans, planning studies, environmental constraints analyses, air quality impact studies, health risk assessments, noise studies, biological resource surveys, and cultural resource studies. Stephanie also worked as Senior Planner for another local jurisdiction and will be able to easily assist the City with not only the CEQA review process, but with the development of the City Staff reports and other documentation necessary for the City to move the project through the City's process.

Stephanie (Tang) will be supported by **Cathy Perring**, a Principal Environmental Planner who has over 30 years experience in processing CEQA documents. Cathy will support Stephanie (Tang) on the review of the CEQA documents, mainly the EIR documents. Cathy's longevity and also experience as a City Planner will enable her to provide clear, pointed, and helpful feedback on the documents to keep the project moving through the process. Stephanie (Tang) will also be supported by other WEBB technical experts who also have mining-related project experience. **Eliza Laws** will provide air quality and greenhouse gas (GHG) technical review services. Eliza has over 10 years experience and is an expert in air quality and GHG analysis. **Joseph Caldwell** and **Autumn DeWoody** will provide the hydrology and water quality management plan reviews. **Dilesh Sheth** and **Nick Lowe** from WEBB's Traffic and Transportation Department will make sure traffic generation projections, cumulative traffic projections, level of service (LOS), and vehicle miles traveled (VMT) analyses are accurate through the environmental review process.

All of these WEBB Team experts have access to, and knowledge of the models most likely be used in the applicant's technical documents. Although we will be providing our review for CEQA adequacy and not remodeling the work of the applicant's consultants, our technical knowledge of the modeling will be helpful in providing pointed feedback.

We have rounded out our technical team with partners from other firms for which we have long-standing professional relationships. Those partners are listed in the organizational chart provided. Each of these team members have experience working on mining projects, will be able to quickly ascertain the issues related to a mining operation, and be able to provide the feedback in an efficient and effective manner.

## ORGANIZATIONAL CHART



### LEADERSHIP

#### Principal-in-Charge

Stephanie Standerfer  
Vice President

#### Project Manager/CEQA Peer Review

Stephanie Tang  
Senior Environmental Analyst

### TECHNICAL PEER REVIEW SERVICES

#### Air Quality & Greenhouse Gas

Eliza Laws  
Senior Environmental Analyst

#### CEQA Peer Review

Cathy Perring  
Principal Environmental Planner

#### Hydrology

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP  
Director

#### Traffic and Transportation

Dilesh Sheth, PE, TE  
Vice President

Autumn DeWoody, CPSWQ  
Associate Environmental Analyst

Nick Lowe PE  
Associate Engineer

### SUBCONSULTANTS

#### Noise Analysis

Steve Fielder, INCE  
dBf Associates, Inc.

#### Cultural Resources

Dr. Tiffany Clark  
Applied Earthworks

#### Biological Resources

Scott Crawford  
AMEC

#### Geotechnical Analysis

Lisa Battiatto  
GEOCON



**Stephanie Tang**  
Senior Environmental Analyst

**EDUCATION**

BA, Urban Studies and Planning  
University of California - San Diego

Stephanie Tang serves as a Senior Environmental Analyst at WEBB and has over nine years experience focusing on California Environmental Quality Act (CEQA) matters for small, medium, and large public and private projects. Stephanie has been involved with all levels of CEQA documents for drainage projects. Her varied project experience allows her to foresee and navigate challenges that arise during CEQA compliance.

Stephanie also has experience with RCA resulting in valuable working relationships with the regulatory agencies allowing her to anticipate issues on projects before they arise and advise clients accordingly. Clients benefit from Stephanie's urban planning background, which includes experience on general plan updates, specific plans, planning studies, environmental constraints analyses, air quality impact studies, health risk assessments, noise studies, biological resource surveys, and cultural resource studies. She has been involved with small and large teams of subconsultants, engineers, and architects on a variety of public works and private development projects over the years.

**Gless Ranch Environmental Impact Report (EIR), City of Riverside** - Stephanie served as Environmental Planner for the preparation of an EIR for a 40-acre commercial development located in the City of Riverside. The site is currently occupied by an orange grove and a citrus stand. The proposed 420,000-SF development will include a Target store, a home improvement center, and other retail/commercial uses. The existing citrus stand will be remodeled and incorporated into the proposed project.

**Freeway Business Center, Unincorporated Riverside County** - Stephanie served as Deputy Project Manager and Lead Environmental Analyst. Oversaw and contributed to aesthetics, biological resources, cultural resources, geology and soils, hazardous materials, hydrology, land use, public services, utilities, and energy conservation, growth-inducing impacts, and cumulative sections of the EIR, which assessed the impacts of an approximately 709,083-SF industrial warehouse building. The project requires a general plan amendment and change of zone. Analysis of the project had to consider issue areas such as height and placement of the building, and how the detention basins would drain so as to not attract birds due to the project being located within proximity of the March Air Reserve Base, which had the potential to affect flights and safety of people working and residing in the area.

**Alexander Crossings Apartments EIR, City of Napa** - Stephanie assisted in the preparation of aesthetics/visual, agricultural resources, land use, and population/housing sections of the EIR for a 134-unit, multifamily housing project located on a 6.39-acre site in the City of Napa. The mitigated negative declaration (MND) originally prepared for the project was litigated.

**Sports Park and Recreation Center EIR Addendum, Irvine Ranch Water District, Lake Forest** - Stephanie prepared an addendum to the Sports Park and Recreation Center EIR due to minor modifications including relocation of an existing 16-inch recycled water line off-site.

**Montclair Plaza Expansion Project MND, City of Montclair** - Stephanie assisted in the preparation of MND for a proposed commercial infill redevelopment project in the City of Montclair. The project proposes redevelopment and expansion of Montclair Plaza, an indoor, two-story shopping mall that opened in 1968, last renovated in 2008. The entire project site is 72 acres. The applicant's goal is to revitalize (and increase the gross leasable area) of the current shopping center site for greater walk-ability and a more upscale shopping experience. Part of the project would demolish the former Broadway structure. The project proposes to construct 300,000-SF of commercial space. Additionally, a portion of the existing parking lot would be re-purposed with a parking structure and 15-screen cinema (on top of the parking structure). The proposed project would create a new zoning district for the shopping plaza. Key issues for this project are aesthetics, air quality, noise, and traffic.



## Stephanie Standerfer

Vice President

### EDUCATION

MS, Environmental Science Washington State University, Pullman  
BS, Environmental Science University of California, Riverside

Stephanie Standerfer, Vice President of Planning and Environmental Services at WEBB, has worked as an environmental planning project manager for nearly 20 years, focusing on California Environmental Quality Act (CEQA) matters for small, medium, and large public and private projects. Stephanie has managed all levels of CEQA documents for healthcare clients, community college districts, water districts, cities, counties, and private developers. Her varied project experience allows her to foresee and navigate challenges that arise during CEQA compliance. As an expert in CEQA implementation throughout Inland Southern California, she provides local agencies training in CEQA processing.

For more than eight years, Stephanie served as contract staff to the Western Riverside County Regional Conservation Authority (RCA), the agency responsible for implementing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). In this role, she provided processing, review, and consultation on MSHCP implementation procedures and policies. She provided training and policy guidance documents to not only the RCA but all permittees, which included all 17 cities in western Riverside County. In this capacity she regularly interfaced with regulatory agencies working toward solutions to MSHCP compliance issues. Stephanie's experience with the RCA has resulted in a solid, amicable working relationship with the regulatory agencies which allows her to anticipate issues on projects before they arise and advise clients accordingly.

Clients benefit from Stephanie's interdisciplinary environmental planning background, which includes experience on general plan updates, specific plans, planning studies, environmental constraints analyses, air quality impact studies, health risk assessments, noise studies, biological resource surveys, and cultural resource studies. She has managed small and large teams of subconsultants, engineers, and architects on a variety of controversial public works and private development projects over the years.

Because of her reputation as a CEQA authority, clients seek out Stephanie's assistance in peer reviewing CEQA documents and guidance on CEQA and MSHCP processing strategies. She works closely with clients to help them navigate the intricacies of environmental regulatory compliance.



## Eliza Laws

Senior Environmental Analyst

### EDUCATION

BS, Environmental Sciences, University of California, Riverside

Eliza Laws, a Senior Environmental Analyst at WEBB, assists public and private clients in the preparation and approval of environmental and planning documents. During her 11-year consulting career, Eliza successfully prepared or directed the preparation and processing of environmental documents under both the California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA) for public and private clients. She has been responsible for all aspects of these projects including research, data collection and analysis, report writing, quality assurance/quality control review, preparation of distribution lists, direction of public noticing, project management, direction of technical studies, representation at public meetings and hearings, and agency and client coordination. Eliza also specializes in processing environmental documents through Caltrans District 8 in accordance with the Caltrans Local Assistance Procedures Manual and is knowledgeable of the policies and procedures required to obtain CEQA/NEPA approval.

Eliza offers experience with high profile and controversial studies, as well as the ability to work effectively and collaboratively within the increasingly complex regulatory and environmental context of development in Southern California - helping to provide clients with solutions, strategies, and feasible alternatives for complex projects.



## Cathy Perring

Principal Environmental Planner

### EDUCATION

BS, Architecture, California Polytechnic University  
San Luis Obispo

With 30 years of experience with local and international planning/environmental firms and an educational background in architecture, Cathy Perring brings strong design skills to the WEBB Team, as well as experience with the preparation of both CEQA and NEPA documents. She has prepared an extensive range of planning and environmental documents since 1980, including Master/Specific Plans, Site Plans and Design Guidelines for Commercial, Industrial, and Residential Developments, General Plan Updates, Master Plans of Parks, Recreation and Open Space Facilities, and Environmental Assessments and Environmental Impact Reports.

Cathy has been responsible for all phases of these projects including research, design, writing, and graphics. Her management skills include coordination of project teams, subconsultants, public agency personnel, and the general public. Her CEQA expertise includes public and private project compliance with the latest water supply disclosure laws and global climate change regulations. Cathy has also been responsible for management and preparation of NEPA documents for several interchange and infrastructure projects located in Riverside and San Bernardino counties. Federal lead agencies for these projects include the Federal Highway Administration, Bureau of Reclamation, and Environmental Protection Agency.



## Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP

Director

Registered Civil Engineer C 67239 (CA)  
CPESC No 5311, CPSWQ No. 67239  
QSD No. 00076

Joseph Caldwell, Director of WEBB's Stormwater Engineering Department, focuses on the development of master drainage plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics. Joseph's experience includes the design of regional flood control basins, a flood control levee, master drainage plans, and the design and construction of several miles of backbone drainage infrastructure. He has also hydrologically and hydraulically modeled the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the County of San Jacinto. Joseph's extensive knowledge of local agencies' design standards and procedures, as well as his effective working relationships with agency staff, enable him to expedite projects through completion.



## Autumn DeWoody, CPSWQ

Associate Environmental Analyst

Registered CPSWQ No. 927

### EDUCATION

MS, Environmental Sciences, University of California, Riverside

BS, Environmental Sciences, University of California, Riverside

Autumn DeWoody, an Associate Environmental Analyst at WEBB, offers clients extensive knowledge of urban runoff science, regulations, and management. She began her career with WEBB managing the firm's stormwater compliance needs before leaving for graduate school. She then became the Programs Director of Inland Empire Waterkeeper, a non-profit environmental organization focused on the upper Santa Ana River Watershed, advocating, educating, and obtaining grants for hands-on projects to improve the health of local waterways. Autumn managed a contract with the Santa Ana Regional Water Quality Control Board to research the water quality of several streams in the upper Santa Ana Watershed. Over a 14-month period, Autumn and her staff performed weekly sampling, in-house analysis, and data interpretation and report preparation to assist Regional Board Staff. All data from the project was uploaded to State datasets per State formats. In addition, Autumn managed the Chino Creek Integrated Plan and Clean-Up Project, a cooperative effort with Inland Empire Utilities Agency funded by the American Recovery and Reinvestment Act of 2009. Most recently, Autumn was a lead chemist at Babcock Laboratories, a commercial environmental lab where she assisted with managing the Inorganics Department and performing various wet chemistry and ion chromatography analyses.



## Dilesh Sheth, PE, TE

Vice President

Registered Civil Engineer C 65171 (CA)

Registered Civil Engineer C 14934 (NM)

Registered Traffic Engineer 2112 (CA)

Dilesh Sheth, Vice President and Director of the Traffic & Transportation Department at WEBB, assists public and private clients, presenting findings and recommendations on a wide range of projects to elected officials, municipal commissions, community groups, and the general public. Dilesh has coordinated projects with Caltrans and numerous counties, cities, flood control districts, utility companies, residential, and business owners throughout Inland Southern California. He focuses on mastering agency requirements and goals, enabling him to balance community and local jurisdiction needs to bring positive solutions to difficult situations and projects.

Dilesh's technical experience includes highway design, intersection and interchange improvements, street widening, alignment studies, and geometrics' drawings. His recent projects include roadway design, freeway ramp improvements, residential development street design, traffic signal design, traffic control plans, signing and striping plans, pedestrian and bike facilities, and site access evaluation. Other work includes intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, parking demand analysis, transportation demand management plans, focused site specific traffic studies, and area-wide circulation studies.



## Nick Lowe, PE

Associate Engineer

Registered Civil Engineer C 87666 (CA)

Nick Lowe, an Associate Engineer in WEBB's Traffic and Transportation Department, assists clients with traffic signal upgrades, signing and striping modifications, and pavement improvements. He also develops temporary traffic control plans for construction - working closely with public agencies, contractors, and construction managers to safely expedite projects while minimizing impacts to traffic and businesses.

In addition, Nick assists other engineers on street improvements, street light installations, sewer and water plans, and expert witness testimony. He is also well-versed in the AutoTURN vehicle simulation program, which assists in transportation improvements for constrained travel areas and parking lots. With increasing traffic pressure amid booming growth throughout Inland Southern California cities, Nick's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life. Nick is currently pursuing his Professional Traffic Engineer's License and is active in several industry associations.

## SUBCONSULTANT IDENTIFICATION

---

### **Applied EarthWorks** - Cultural Resources

WEBB and Applied EarthWorks have worked together for over five years on CEQA projects. Applied EarthWorks, Inc. specializes in history, archaeology, paleontology, and cultural resources management. WEBB and Applied EarthWorks are currently working through AB52 compliance issues for other jurisdictions. Dr. Tiffany Clark will lead the review of cultural resources reports. Dr. Clark has more than 20 years of archaeological experience in cultural resource management. She is qualified under the Secretary of Interior's Standards for Archaeology and is certified by the Register of Professional Archaeologists. She has supervised numerous pedestrian survey, testing and evaluation, and data recovery projects at both prehistoric and historic archaeological sites in desert environment regions of southern California, and has experience working on mining projects.

### **dBF Associates, Inc.** - Noise Analysis

dBF Associates, Inc. (dBF) has over 40 years of combined experience managing noise and vibration analysis for various project disciplines in California and throughout the United States. dBF's expertise with noise/land use compatibility is utilized locally and nationally to provide innovative solutions to numerous client problems. The firm has extensive experience with Caltrans, FTA Transit Noise and Vibration Impact Assessment requirements, local laws, ordinances, regulations, and standards such as General Plan Noise Elements and Noise Ordinances in hundreds of jurisdictions. Working closely with our team will be Steve Fielder, INCE, who brings over 15 years of experience conducting noise and vibration analysis will be able to provide the detailed review and feedback on the project's noises analyses.

### **GEOCON, Inc.** - Geotechnical Analysis

Lisa Battiato, CEG, LEED AP, with GEOCON, Inc. has been providing engineering geologic services within Southern California for more than 16 years. Her experience includes seismic hazard analyses, subsurface fault, landslide, liquefaction, geotechnical investigations and assessments, geologic mapping, and geotechnical evaluation of levee stability. Lisa has been actively involved in determining methods and design necessary for slope stabilization, seepage, mitigation of collapsible soils, induced soil settlement, expansive soils, subsurface dewatering, and drainage. GEOCON has experience with mining projects and will be able to provide expert opinions on the project's geotechnical reports.

### **AMEC** - Biological Resources

WEBB and AMEC have worked together for 15 years on various projects including one of our recent projects for the City of Banning. AMEC's local staff has provided biological consulting services in the Southern California area for more than 20 years. This cohesive group of biologists has evolved from a small, locally owned firm to become part of a global company with more than 40,000 employees in 55 countries, with the manpower and capabilities necessary for innovative solutions to a wide-range of environmental and energy needs. AMEC's biologists have experience with mining projects and are familiar with the biological resources in the City of Banning.

## SECTION C. PROJECT SCHEDULE

---

The following schedule depicts the duration of WEBB's peer review tasks. Actual dates will be dependent on the applicant's schedule which shall be provided to WEBB prior to the kick-off meeting.

<b>1 WEEK</b>	REVIEW DOCUMENTS FROM THE CITY
<b>3 WEEKS</b>	REVIEW TECHNICAL STUDIES
<b>2 WEEKS</b>	REVIEW INITIAL STUDIES/NOTICES
<b>1 WEEK</b>	REVIEW NOP COMMENTS/MEETINGS
<b>4 WEEKS</b>	REVIEW DRAFT EIR
<b>1 WEEK</b>	REVIEW DRAFT EIR COMMENTS
<b>3 WEEKS</b>	REVIEW RESPONSE TO COMMENTS/FINAL EIR
<b>2 WEEKS</b>	REVIEW FINDINGS/STATEMENT OF OVERRIDING CONSIDERATIONS

## ALLOCATION OF HOURS PER ASSIGNED PERSONNEL

Tasks & Descriptions	Stephanie Standerfer Principal II	Stephanie Tang Associate III	Eliza Laws Associate II	Noemi Avila Assistant I	Jospeh Caldwell Principal I	Dilesh Sheth Principal II	Nick Lowe Assistant IV	Autumn DeWoody Assistatnt V	Total Hours
<b>Task 1. Background/Meetings</b>	<b>28</b>	<b>32</b>		<b>8</b>					<b>68</b>
Literature Review/Background	4	8		8					20
Meetings	24	24							48
<b>Task 2. Technical Studies Peer Review</b>	<b>10</b>	<b>28</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>8</b>	<b>24</b>	<b>16</b>	<b>122</b>
AQ/GHG			12	12					24
Biology - AMEC	2	4							6
Cultural - Applied Earthworks	2	4							6
Geotechnical - GEOCON	2	4							6
Hydrology		4			12			16	32
Noise - dBF	2	4							6
Traffic Impact Analysis	2	8				8	24		42
<b>Task 3. CEQA Peer Review</b>	<b>22</b>	<b>94</b>		<b>18</b>	<b>4</b>		<b>4</b>	<b>4</b>	<b>146</b>
Initial Study - Two Rounds	2	20							22
NOP - One Round	2	2		2					6
DEIR - Two Rounds	8	40		8	4		4	4	68
RTC and Final EIR - Two Rounds (up to 50)	8	16		8					32
SOC Review	2	16							18
<b>Task 4. Staff Reports</b>		<b>24</b>							<b>24</b>
Staff Reports - PC and City Council		12							12
Draft Resolution		12							12
<b>Total Hours</b>	<b>60</b>	<b>178</b>	<b>12</b>	<b>38</b>	<b>16</b>	<b>8</b>	<b>28</b>	<b>20</b>	<b>360</b>

# SECTION D. PROPOSED FEE SCHEDULE



## FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATES</u>
	<u>\$/HOUR</u>
<u>Engineers/Project Managers/Planners/Scientists/</u>	
<u>Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	
Principal II .....	240.00
Principal I .....	220.00
Senior III .....	200.00
Senior II .....	190.00
Senior I .....	180.00
Associate III .....	170.00
Associate II .....	155.00
Associate I .....	145.00
Assistant V .....	130.00
Assistant IV .....	120.00
Assistant III .....	103.00
Assistant II .....	88.00
Assistant I.....	73.00
<u>Survey Services</u>	
2-Person Survey Party.....	220.00
1-Person Survey Party.....	160.00
<u>Inspection Services</u>	
Inspector (Non-Prevailing Wage).....	110.00
Inspector (Prevailing Wage).....	120.00
<u>Administrative Services</u>	
Project Coordinator.....	90.00
Administrative Assistant III .....	80.00
Administrative Assistant II .....	70.00
Administrative Assistant I .....	55.00
<u>Other Direct Expenses</u>	
Incidental Charges.....	Cost + 15%
Postage.....	Cost
Special Consultant .....	325.00/Hour
Subcontracted Services.....	Cost + 15%
Survey/Inspection Per Diem.....	100.00/Day
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.

*\*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.*

## SUBCONSULTANT RATES

Subconsultant rates have been provided on Exhibit C - Schedule of Compensation in Appendix 1 for the City's review.

# APPENDIX 1.

---

## EXHIBIT "A"

### SCOPE OF SERVICES

- I. Consultant will perform the following Services:
  - A. Peer Review of Technical Studies
  - B. Peer Review of CEQA Documentation
  - C. Prepare Staff Report related to CEQA Process
  - D. Meetings / Coordination related to Reviews
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  - A. Comment Memo on Technical Studies Review
  - B. Comment Memo on Draft Review
  - C. Comment Memo on Final EIR
  - D. Drafts of Staff Reports
- III. In addition to the requirements, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
  - 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. Please refer to the Organizational Chart provided in Section B
  - B.
  - C.

## **EXHIBIT "B"**

### **SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)**

WEBB does not have any special requirement from the City's Standard Contract.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	<b>Task 1.</b> Background/Meetings	Refer to Allocated Hours in Section C	68 Hours	<b>\$12,700</b>
B.	<b>Task 2.</b> Technical Studies Peer Review	Refer to Allocated Hours in Section C	122 Hours	<b>\$33,900*</b> Cost includes subconsultant rates as provided below
C.	<b>Task 3.</b> CEQA Peer Review	Refer to Allocated Hours in Section C	146 Hours	<b>\$24,400</b>
D.	<b>Task 4.</b> Staff Reports	Refer to Allocated Hours in Section C	24 Hours	<b>\$4,000</b>
E.	<b>Task 5.</b> Printing	N/A	N/A	<b>\$1,000</b>

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, unless Additional Services are approved.

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.

**\*SUBCONSULTANT RATES**

Biological Resources - AMEC	\$4,025
Cultural Resources - Applied Earthworks	\$2,608
Geotechnical Analysis - GEOCON	\$2,875
Noise Analysis - dB Associates, Inc.	\$5,031

**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 and the City Attorney's office.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.
  - A. To be Determined once the Applicant's EIR Schedule is Provided
  - B.
  - C.

# **ATTACHMENT 2**

## **Request for Proposal (RFP)**

---

**CITY OF BANNING**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**PROJECT SPECIFIC REQUEST FOR PROPOSAL (RFP 17-109)**  
**Banning Quarry Environmental Assessment No. 2017-1503**

**Today's Date:** January 26, 2018

**Reply Requested By:** February 9, 2018 (by 4:00 p.m.)

**RFP Facilitator:** Jennifer McCoy, Purchasing Manager  
Phone: (951) 922-3121  
Email: jmccoy@ci.banning.ca.us

**I. PROJECT SPECIFIC PROPOSAL**

The City of Banning (City) is requesting a project specific proposal for peer review of an Environmental Impact Report and associated documents in accordance with the terms and conditions of the on-call environmental services request for proposals reviewed and approved by City Council on May 10, 2016, per Resolution No. 2016-38.

The Banning Quarry is an existing sand and gravel production facility located within the northeastern portion of the City of Banning; the Morongo Indian Reservation is adjacent to the east, and the San Gorgonio River is adjacent to the north.

**Previous Approvals:**

- CUP 1965 including an area of approximately 112 acres
- Unclassified Use Permit (UUP) 1994-01 including an area of approximately 57 acres
- Reclamation Plans – Two existing Reclamation Plans

Robertson's Ready Mix, the mine owner, proposes to incorporate project reclamation plans into a single plan, and to expand existing mining operations. The project applications include the following:

- General Plan Amendment (GPA) 17-2502 to amend new proposed project area General Plan designations from Low Density Residential to Industrial-Mineral Resources
- Zone Change (ZC) 17-3502 to amend new proposed project area Zoning designations from Low Density Residential to Industrial-Mineral Resources

- Conditional Use Permit (CUP) 16-8007 to allow for expansion of the mining area to encompass an additional 23 acres and for construction and 24-hour operation of a ready mix concrete batch plant and associated maintenance facility.
- Reclamation Plan (RPA) 17-9504 to encompass existing and new mining areas and address these areas under a single Reclamation Plan
- Development Agreement (DA) 17-1502
- Environmental Review (ENV) 17-1503

Assessor's Parcel Numbers included in the project area are 534-100-001 through 008, 534-110-001 through 005, 534-050-003, 534-084-001 & 002, 534-123-002, 534-230-001 & 002, expansion parcels 534-241-003 & 004, 534-242-001, 534-273-002, 003 and 006).

Please see the attached documents referencing the current project application and site plan:

- Banning Quarry Reclamation Plan\_Current\_11042016
- CUP 1965 including an area of approximately 112 acres
- Unclassified Use Permit (UUP) 1994-01 File including an area of approximately 57 acres
- Reclamation Plans – Two existing Reclamation Plans

## **II. QUALIFICATIONS**

Consultant assigned staff must have demonstrated experience with State Mining and Reclamation Act (SMARA) regulations and requirements, as well as experience with the California Environmental Quality Act (CEQA). Consultant must have expertise in and the ability to evaluate and analyze technical studies associated with mining operations (e.g. geotechnical expertise) and with all CEQA resource areas.

## **III. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	January 26, 2018
Deadline for Written Questions	January 31, 2018 by 3:00 p.m.
Responses to Questions Posted on Web	February 2, 2018 by 5:00 p.m.
Proposals are Due	February 9, 2018 by 4:00 p.m.
Approval of Contract	February 27, 2018 (Tentative)

All dates are subject to change at the discretion of the City.

#### **IV. EVALUATION CRITERIA**

The City's evaluation and selection process will be conducted in accordance with the City's Purchasing and Procedures Policy (Policy). The lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----30%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----20%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal----40%

Price Proposals will be evaluated on the basis of the estimated total.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ---10%

In accordance with its Policy, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

#### **V. SUBMITTAL INSTRUCTIONS**

Online proposal price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for RFP 17-109, on or before the hour of 4:00 p.m. on February 9, 2018. It shall be the responsibility of the bidder to upload his proposal by the announced time. However, submittals may be submitted at any time prior to the deadline. (Submitted bids may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

Bids must be submitted electronically by visiting the City of Banning, Planetbids Vendor Portal at <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. Click on the

“Bid Opportunities” link. Next, “Log In.” Enter your User Name and Password. Click “Bid Opportunities” and then select the Request for Proposal (RFP). Click on “Place eBid” and follow the instructions.

The project specific proposal package shall include the described services, requirements, compensation, and schedule as organized in Exhibit’s “A” through “D”. 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, along with applicable license number and expiration dates. 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 the preparation of the environmental documents. The Consultant will provide personnel to act independently in accomplishing work for the City.
- c. Project Schedule – Provide a detailed project schedule, to include the allocation of hours per assigned personnel for the Scope of Work requested from start to completion of the environmental process including the filing of any notices.
- 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. These items shall match those proposed in the submittal approved by City Council in Resolution No. 2016-38.

## VI. SCOPE OF WORK

### a. Literature Review and Meetings

The City will provide the Consultant with access to the project application and associated documents (e.g. proposed reclamation plan, previously approved documents, the City’s General Plan and Zoning Ordinance, General Plan Land Use and Zoning Maps, and any other relevant documents and studies.

### b. Meetings

The City’s Project Manager will assist the Consultant with scheduling any necessary coordination meetings with the applicant and staff as needed to gather information to ensure that the environmental documents address issues of concern and project impacts as required by CEQA. The Consultant and/or consultant team will be required to attend three (3) public meetings (one (1) scoping meeting, one (1) Planning

Commission hearing, one (1) City Council hearing) and two (2) coordination meetings with the City and applicant.

c. Peer review of environmental documents associated with project.

The Consultant will provide peer review services for an Environmental Impact Report (EIR) addressing the project in accordance with the California Environmental Quality Act (CEQA), and best professional practice. The environmental documents are to be prepared by the applicant and the applicant's environmental consultant. The peer review work requires intimate knowledge and familiarity with CEQA regulations, state and local Surface Mining regulations, the previous project approvals, and the City of Banning General Plan and Zoning Ordinance.

Tasks associated with the peer review will include the following:

1. Technical Study Peer Review

Technical studies will include current and/or updated air quality and greenhouse gases technical report, biological assessment, cultural, geotechnical, hydrology, noise, and traffic reports.

The Environmental Consultant shall ensure that all technical studies provided by the project Applicant are accurate, and must be able to perform modeling related to items such as for air quality, traffic, and greenhouse gas analyses, etc.

2. Initial Study Peer Review

The environmental consultant will conduct a peer review of the Initial Study, including one round of revisions to the Screencheck Initial Study and review of the final Initial Study.

3. Notice of Preparation (NOP) Comments Review

The environmental consultant shall provide input on the NOA list will review comments received on the NOP including attendance at one meeting to discuss comments and any associated analysis approach.

4. Draft EIR Peer Review

The environmental consultant will conduct one review of the screencheck draft EIR and one review of the "final" draft. The Consultant shall ensure that the environmental document that is prepared reflects the independent judgment of the City.

## 5. Response to Draft EIR Comments and Final EIR Peer Review

The Consultant shall review DEIR comments (assume up to 50), and provide peer review of the responses to comments and FEIR including statements of overriding considerations and findings (if applicable), any changes to the DEIR necessitated by the Response to Comments, and the Mitigation Monitoring and Reporting Program. Assume review of one Screencheck FEIR and one final FEIR.

### d. Printing

The Consultant will be responsible for providing 15 bound copies of any environmental documents required for the project, include one electronic copy / disc.

### e. Preparation of Staff Documents

The Consultant shall prepare drafts of all required public notices, one draft Planning Commission staff report pertaining to the environmental documents, one draft City Council staff report pertaining to the environmental documents, and draft resolutions required for the environmental documentation include one electronic copy /disc.

## **VII. 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.

## **VIII. CONSULTANT COMPENSATION**

The Consultant will be asked to provide specific scope and a "not to exceed fixed fee" cost prior to the issuance of the notice to proceed. The budgets for both services identified under the Scope of Work are to be paid by the Applicant. Consultant payments

will be made through a trust deposit with the City subject to reimbursement(s) made by the applicant.

#### **IX. STANDARD CONTRACT**

The Consultant shall be willing to enter into a Professional Services Agreement (sample attached) with the City and comply with the City's insurance requirements as indicated in the agreement.

#### **X. ATTACHMENTS:**

1. Uniform Development Application
2. Current Project Description dated 10.01.2017
3. Current Proposed Reclamation Plan 11.04.2016
4. CUP 1965 including an area of approximately 112 acres
5. Unclassified Use Permit (UUP) 1994-01 Files
6. Existing Reclamation Plan 19870616

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  - A.
  - B.
  - C.
- III. In addition to the requirements, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
  - A.
  - 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.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform the following tasks at the following rates:

	RATE	TIME	SUB-BUDGET
A.			
B.			
C.			
D.			

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, unless Additional Services are approved.

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.

**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 and the City Attorney's office.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.
  - A.
  - B.
  - C.

# **ATTACHMENT 3**

## Resolution 2016-38

### (On-Call Environmental Services)

**RESOLUTION NO. 2016-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING CONTRACT SERVICES AGREEMENTS FOR ON-CALL ENVIRONMENTAL SERVICES AS A SHORT LIST CONSISTING OF DUDEK, ALBERT A WEBB ASSOCIATES, AND ASPEN ENVIRONMENTAL GROUP**

**WHEREAS**, on March 4, 2016, the City released a request for qualifications seeking a professional consulting firm or firms to provide professional on-call consulting services for the preparation of environmental documents pursuant to the requirements of the California Environmental Quality Act (CEQA) for development and entitlement projects, including public works projects; and

**WHEREAS**, on April 4, 2016, the City received fourteen (14) responses to the Request for Qualifications from professional consulting firms; and

**WHEREAS**, the City desires to create a short list of consultants to provide On-Call Environmental Services for projects proposed in the City where thereafter the City may request project-specific services; and

**WHEREAS**, upon evaluation of the proposals in terms of experience and expertise in respective environmental service experience areas, reviewers rated the proposals with the top three (3) rated firms listed below:

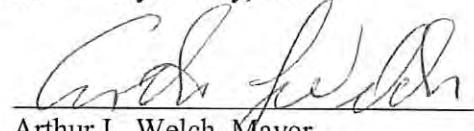
Consultant Name	Location
1. Dudek	Riverside, CA
2. Albert A Webb Associates	Riverside, CA
3. Aspen Environmental Group	Agoura Hills, CA

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

**SECTION 1.** Resolution No. 2016-38 is approved awarding Contract Service Agreements for On-Call Environmental Services as a short list consisting of Dudek, Albert A Webb Associates, and Aspen Environmental Group to provide On-Call Environmental Services for the City; and

**SECTION 2.** The City Council authorizes the City Manager for the City of Banning to execute Contract Service Agreements for project specific services with Dudek, Albert A Webb Associates, and Aspen Environmental Group in the form that is approved by the City Attorney; and, in accordance with the City's purchasing policies.

PASSED, APPROVED AND ADOPTED this 10<sup>th</sup> day of May, 2016.



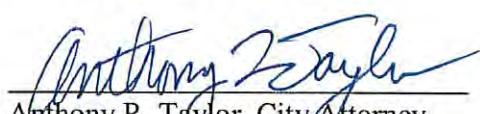
Arthur L. Welch, Mayor  
City of Banning, California

**ATTEST:**



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

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



Anthony R. Taylor, City Attorney  
Aleshire & Wynder, LLP

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2016-38 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10<sup>th</sup> day of May, 2016, by the following vote, to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None



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

# **ATTACHMENT 4**

## **Albert A. Webb Contract**

**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 10<sup>th</sup> day of April, 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 to provide peer review of environmental documents prepared for the Banning Quarry project, and specifically Environmental Assessment Number 2017-1503 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 to peer review of environmental documents prepared for the Banning Quarry project, and specifically Environmental Assessment Number 2017-1503 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 SEVENTY-SIX THOUSAND DOLLARS (\$76,000.00) (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:

<u>Stephanie Tang</u> (Name)	<u>Project Manager</u> (Title)
<u>Stephanie Standerfer</u> (Name)	<u>Principal-in-Charge</u> (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 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 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 must 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 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 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.

#### **7.9 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 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 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 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, 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 contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

By:

Rochelle Clayton, Interim City Manager

NAME:

TITLE:

By:

NAME:

TITLE:

ATTEST:

Tax ID No.

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

Richards, Watson, Gershon

Kevin G. Ennis, Esq., City Attorney

**Two signatures are required if a corporation**

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 On \_\_\_\_\_ before me, \_\_\_\_\_,  
 Date \_\_\_\_\_ Here Insert Name and Title of the Officer  
 personally appeared \_\_\_\_\_  
 Name(s) of Signer(s) \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
 Signature of Notary Public \_\_\_\_\_

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Consultant will perform the following Services in connection with providing peer review of environmental documents prepared for the Banning Quarry project, and specifically Environmental Assessment Number 2017-1503 prepared in connection therewith:**
  - A. Peer Review of Technical Studies.
  - B. Peer Review of CEQA Documentation.
  - C. Prepare Staff Report related to CEQA Process.
  - D. Meetings/Coordination related to Reviews.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A. Comment Memo on Technical Studies Review.
  - B. Comment Memo on Draft Review.
  - C. Comment Memo of Final EIR.
  - D. Drafts of Staff Reports.
- III. In addition to the requirements, during performance of the Services, Consultant will keep the City apprised of the status performance by delivering the following status report:**
  - 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. Stephanie Standerfer, Principal II
  - B. Stephanie Tang, Associate II
  - C. Eliza Laws, Associate II
  - D. Noemi Avilla, Assistant I
  - E. Joseph Caldwell, Principal I

F. Dilesh Sheth, Principal II

G. Nick Lowe, Assistant IV

H. Autumn DeWoody, Assistant V

Tasks & Descriptions	Stephanie Standifer Principal II	Stephanie Tang Associate III	Eliza Laws Associate II	Noemi Avila Assistant I	Joseph Caldwell Principal I	Dilesh Sheth Principal II	Nick Lowe Assistant IV	Autumn DeWoody Assistant V	Total Hours
Task 1. Background/Meetings	28	32		8					68
Literature Review/Background	4	8		8					20
Meetings	24	24							48
Task 2. Technical Studies Peer Review	10	28	12	12	12	8	24	16	122
AQ/GHG			12	12					24
Biology - AMEC	2	4							6
Cultural - Applied Earthworks	2	4							6
Geotechnical - GEOCON	2	4							6
Hydrology		4			12			16	32
Noise - dBF	2	4							6
Traffic Impact Analysis	2	8				8	24		42
Task 3. CEQA Peer Review	22	94		18	4		4	4	146
Initial Study - Two Rounds	2	20							22
NOP - One Round	2	2		2					6
DEIR - Two Rounds	8	40		8	4		4	4	68
RTC and Final EIR - Two Rounds (up to 50)	8	16		8					32
SOC Review	2	16							18
Task 4. Staff Reports		24							24
Staff Reports - PC and City Council		12							12
Draft Resolution		12							12
<b>Total Hours</b>	<b>60</b>	<b>178</b>	<b>12</b>	<b>38</b>	<b>16</b>	<b>8</b>	<b>28</b>	<b>20</b>	<b>360</b>

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

**None**

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>SUB-BUDGET</b>
1.	Background/Meetings	\$12,700.00
2.	Technical Studies Peer Review	\$33,900.00* Cost includes sub-consultant rates as provided below
3.	CEQA Peer Review	\$24,400.00
4.	Staff Reports	\$4,000.00
5.	Printing	\$1,000.00
<b>TOTAL</b>		<b>\$76,000.00</b>

**\*SUBCONSULTANT RATES**

Biological Resources – AMEC	\$4,025
Cultural Resources – Applied Earthworks	\$2,608
Geotechnical Analysis – GEOCON	\$2,875
Noise Analysis – dBF Associates, Inc.	\$5,031

**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 1.9.**

**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 \$76,000.00 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"**  
**CONSULTANTS BILLING RATE**

**FEE SCHEDULE**

**CLASSIFICATION**

Engineers/Project Managers/Planners/Scientists/ Assessment/Special  
Tax Consultants/Landscape Architects/Designers

	<b>RATES</b>
	<b><u>\$/HOUR</u></b>
Principal II .....	240.00
Principal I .....	220.00
Senior III .....	200.00
Senior II .....	190.00
Senior I .....	180.00
Associate III .....	170.00
Associate II .....	155.00
Associate I .....	145.00
Assistant V .....	130.00
Assistant IV .....	120.00
Assistant III .....	103.00
Assistant II .....	88.00
Assistant I .....	73.00

**Survey Services**

2-Person Survey Party.....	220.00
1-Person Survey Party.....	160.00

**Inspection Services**

Inspector (Non-Prevailing Wage).....	110.00
Inspector (Prevailing Wage).....	120.00

**Administrative Services**

Project Coordinator.....	90.00
Administrative Assistant III .....	80.00
Administrative Assistant II .....	70.00
Administrative Assistant I .....	55.00

**Other Direct Expenses**

Incidental Charges.....	Cost + 15%
Postage.....	Cost
Special Consultant .....	325.00/Hour
Subcontracted Services.....	Cost + 15%
Survey/Inspection Per Diem.....	100.00/Day
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.

*\*A FINANCE CHARGE of 1 1/2 % 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.*

**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. To be determined once the Applicant's EIR Schedule is provided.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



## CITY OF BANNING CITY COUNCIL REPORT

**TO:** CITY COUNCIL

**FROM:** Rochelle, Interim City Manager

**PREPARED BY:** Art Vela, Public Works Director  
Holly Stuart, Management Analyst

**MEETING DATE:** July 24, 2018

**SUBJECT:** Resolution No. 2018-107, Amending Resolution 2018-72 to Reschedule the Public Hearing for the Consideration of Rate Adjustments for the Collection, Transportation and Disposal of Solid Waste Services to September 11, 2018

---

### **RECOMMENDATION ACTION:**

The City Council adopt Resolution 2018-107 adjusting the Public Hearing date to September 11, 2018 at 5:00 p.m.

### **BACKGROUND:**

On June 26, 2018 under Resolution 2018-72, City Council approved a Consumer Price Index (CPI) rate adjustment for five consecutive years beginning in 2018 and ending 2022; following the Proposition 218 ("Prop 218") approval process. Staff was directed to mail Prop 218 notifications to rate payers and property owners providing public hearing information, explanation of rate adjustments, a proposed rate schedule and instructions for submitting a protest. A public hearing was scheduled for August 28, 2018 at 5:00 p.m. to announce the quantity of protests received. It was later determined that City Council meetings would not be held in the month of August, 2018. As a result, staff requests to schedule a Public Hearing on September 11, 2018 at 5:00 p.m. The revised Public Hearing date will be included in all Prop 218 notifications and newspaper publications.

### **JUSTIFICATION:**

City Council meetings will not be held in the month of August, 2018. As a result, the next available regular City Council meeting to conduct a Public Hearing, following the Prop 218 process, is September 11, 2018 at 5:00 p.m.

Resolution No. 2018-107

**FISCAL IMPACT:**

There is no fiscal impact related to adjusting the Public Hearing date.

**ALTERNATIVES:**

City Council may choose to reject staff's recommendation and select a different meeting date; delaying the public hearing and rate adjustment.

**ATTACHMENTS:**

1. Resolution 2018-72
2. Resolution 2018-107

Approved by:



Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution No. 2018-72**

## RESOLUTION 2018-72

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE RATE ADJUSTMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE SERVICES AND TO PROCEED WITH THE PROPOSITION 218 NOTIFICATIONS, SETTING A PROPOSITION 218 PUBLIC HEARING AND DIRECTING STAFF TO PREPARE THE FIFTH AMENDMENT TO THE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT

**WHEREAS**, the City of Banning entered into a Franchise Agreement ("Agreement") with Waste Management of the Inland Empire in July of 1993 for an eight-year period, Resolution No. 2001-35, extended the Agreement for an additional five years from July 1, 2001 to June 30, 2006, Resolution No. 2002-28 extended the Agreement for an additional five -year period from July 1, 2006 to June 30, 2011 and Resolution No. 2011-53, extended the Agreement for an additional ten years until June 30, 2021; and

**WHEREAS**, the Agreement allows for an annual Consumer Price Index (CPI) adjustment and requires that rate adjustments adhere to the requirements of Proposition 218; and

**WHEREAS**, a Proposition 218 process was administered in July of 2016 and approved by rate payers and City Council at a Public Hearing on August 28, 2016. The approval allowed for rates to be adjusted annually for five years (2016 to 2020) based on the CPI for the Los Angeles-Orange County-Riverside index for the March to February period and subsequently CPI adjustments were implemented in October 2016 for fiscal year 2017 and July 2017 for fiscal year 2018; and

**WHEREAS**, United State Department of Labor, Bureau of Labor Statistic has eliminated the Los Angeles-Orange County-Riverside index referenced in the Agreement and 2016 Proposition 218 Notice and replaced it with two new indexes: Los Angeles-Long Beach-Anaheim and Riverside-San Bernardino-Ontario and therefore the methodology for calculating the CPI adjustments must be revised as follows:

Adjustment for fiscal year 2019: the CPI adjustment for fiscal year 2019 shall be made using the Los Angeles-Long Beach-Anaheim index for the March to February period. The CPI increase during this period is 3.33%.

Adjustment for fiscal years following fiscal year 2019: the annual CPI adjustment shall be applied based on the Riverside-San Bernardino-Ontario index for the March to March period.

**WHEREAS**, in order to implement the new method for adjusting the rates based on the CPI a new Proposition 218 process must be administered, which will include the method described above and will include an annual CPI adjustment for five consecutive years beginning in 2018 and ending in 2022; and

**WHEREAS**, a public hearing will be scheduled for August 23, 2018 at 5:00 p.m.; and

**WHEREAS**, on August 23, 2018 a draft fifth amendment to the Agreement will be presented to City Council for approval to formally revise the methodology in which CPI rate adjustments are determined.

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

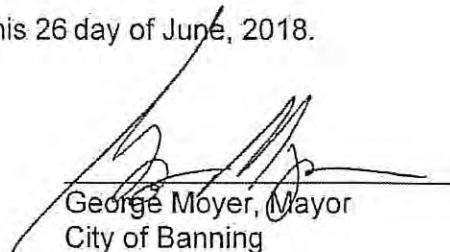
**SECTION 1.** The Banning City Council adopts Resolution 2018-72 approving a Prop 218 Notice for an annual CPI adjustment for five consecutive years beginning in 2018 and ending in 2022 and approving a method for establishing the annual CPI adjustment the service rates for the collection, transportation and disposal of solid waste.

**SECTION 2.** The City Manager or her designee is authorized to proceed with the Proposition 218 notification and public hearing process related to the proposed rate adjustment.

**SECTION 3.** The City Manager or her designee is authorized to make necessary budget adjustment, appropriations and transfers related to the Proposition 218 notification and public hearing process.

**SECTION 4.** The City Manager or her designee is authorized to proceed with the preparation of the fifth amendment of the Agreement to adjust the method for implementing a Consumer Prices Index rate adjustment.

**PASSED, APPROVED AND ADOPTED** this 26 day of June, 2018.



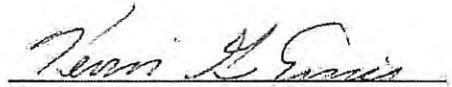
George Moyer, Mayor  
City of Banning

**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 2018-72, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of June, 2018, by the following vote, to wit:

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

NOES: None

ABSTAIN: None

ABSENT: None



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

# **ATTACHMENT 2**

**Resolution 2018-107**

## RESOLUTION 2018-107

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING RESOLUTION 2018-72 TO RESCHEDULE THE PUBLIC HEARING FOR THE CONSIDERATION OF RATE ADJUSTMENTS FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE SERVICES TO SEPTEMBER 11, 2018

**WHEREAS**, on June 26, 2018 under Resolution 2018-72, City Council approved a Consumer Price Index (CPI) rate adjustment for five consecutive years beginning in 2018 and ending 2022; following the Proposition 218 ("Prop 218") approval process; and

**WHEREAS**, a public hearing was scheduled for August 28, 2018 at 5:00 p.m. to announce the quantity of protests received; and

**WHEREAS**, it was later determined that City Council meetings would not be held in the month of August, 2018; therefore, a Public Hearing is on September 11, 2018 at 5:00 p.m. and the revised Public Hearing date will be included in all Prop 218 notifications and newspaper publications.

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

The Banning City Council adopts Resolution 2018-107 amending Resolution 2018-72 to reschedule the Public Hearing for the consideration of rate adjustments for the collection, transportation and disposal of solid waste services to September 11, 2018.

**PASSED, APPROVED AND ADOPTED** this 24 day of July, 2018.

---

George Moyer, Mayor  
City of Banning

**ATTEST:**

---

Marie A. Calderon, City Clerk  
City of Banning

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

---

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

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-107, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of July, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

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

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



## CITY OF BANNING CITY COUNCIL REPORT

**TO:** CITY COUNCIL  
**FROM:** Rochelle Clayton, Interim City Manager  
**PREPARED BY:** Rochelle Clayton, Interim City Manager  
**MEETING DATE:** July 24, 2018  
**SUBJECT:** City Policy No. B-32 on Agreements

---

### **RECOMMENDED ACTION:**

Review City Policy No. B-32 on Agreements, including Leases, Memorandums of Understanding and Contracts, and direct staff of any changes to the policy.

### **JUSTIFICATION:**

No prior policy was developed to regulate agreements, negotiations, and authorization limits that are outside the parameters of the Purchasing Policy No. B-30.

### **BACKGROUND:**

In the past, the City has entered into agreements with both governmental and private parties that did not establish a term, did not establish clear expectations or requirements by one or both parties, or established an agreement for an excessive term. Additionally, the Riverside County Grand Jury issued a report to Banning recommending the City adopt strict policies for formalizing agreements and/or contracts with private parties. Staff developed Policy B-32, not only for entering into agreements with private parties, but for all agencies, for which the City's procurement policy No. B-30 does not regulate.

### **FISCAL IMPACT:**

None.

### **ATTACHMENTS:**

1. Policy B-32, Agreement Requirements – Not Identified in City's Purchasing Policy

Approved by:

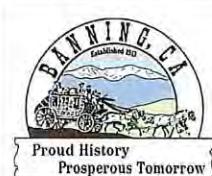


Rochelle Clayton, Interim City Manager

# **ATTACHMENT 1**

## **Policy B-32**

### **Agreement Requirements**

	<h1 style="text-align: center;">City of Banning</h1> <p style="text-align: center;">Agreement Requirements – Not Identified in City's Purchasing Policy</p>	<b>SECTION or Policy No:</b> B-32
<b>ORIGINATING DEPARTMENT:</b> City Manager Office		
	<b>Reference:</b> 	
<b>SUPERSEDES:</b>	<b>EFFECTIVE DATE:</b>	<b>PAGE 1 of 3</b>
None	July 24, 2018	
APPROVED BY:		
Rochelle Clayton, Interim City Manager		

## **PURPOSE**

To establish guidelines required for the City of Banning (“City”) to enter into an agreement, memorandum of understanding, lease, or contract (“Agreement”) with a governmental or private party agency (“Agency”), outside of the standard contracts as defined in Policy No. B-30, and define clear expectations and requirements to be fulfilled by both parties.

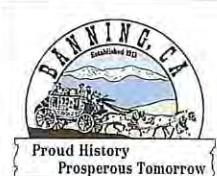
## **BACKGROUND**

The City has established guidelines for procurement and contracts, as defined in Policy No. B-30, Procurement Policies and Procedures, however certain Agreements are warranted that do not fall into the categories defined in Policy No. B-30. This policy clarifies the minimum requirements for an Agreement that the City may enter into with an Agency outside of the City's Procurement Policy.

## **POLICY REQUIREMENTS**

All Agreements shall incorporate a minimum of the following elements:

1. Description of contractual relationship – exact nature of the agreement.
2. Role and responsibilities of the City and Agency.
3. Articulate goals and objectives of the relationship of City and Agency.
4. Define the benefit to the City, community, or public interest.
5. Detail City funding sources if applicable – budget account, grant etc.
6. Duration/term of the Agreement and renewal options.
7. Indemnification requirements, proof of insurance per City requirement.
8. Obtain an appraisal conducted by a licensed appraiser that does not exceed six months at the time of Council approval, if property exchange or sale is applicable.
9. Define approval, operating and management parameters, including milestone requirements if applicable.
10. Timeliness and means for evaluating the outcome of the Agreement.
11. Define financial reporting and nonfinancial measurements, as applicable.
12. Define default provisions and a process for dispute resolution or termination in the event of non-compliance.
13. Background checks, if applicable.

	<p style="text-align: center;"><b>City of Banning</b> Agreement Requirements – Not Identified in City's Purchasing Policy</p>	<b>SECTION or Policy No:</b>
		<b>B-32</b>
		<b>ORIGINATING DEPARTMENT:</b>
		City Manager Office
		<b>Reference:</b>
<b>SUPERSEDES:</b> None	<b>EFFECTIVE DATE:</b> July 24, 2018	<b>PAGE 2 of 3</b>
<b>APPROVED BY:</b> Rochelle Clayton, Interim City Manager		

### **NEGOTIATION**

The City Manager or City Manager's designee shall be the City's negotiator.

### **REVIEW**

If the City Manager designates a negotiator, the City Manager must review the Agreement. Upon City Manager approval, the City Attorney shall review all Agreements in accordance with City policies, regulations, ordinances and California state or federal laws.

### **APPROVAL**

If a City cost is associated with the Agreement, whether it is in-kind or monetary, the standard City contract approval limits shall apply. The City Manager may approve any agreement up to twenty-five thousand dollars (\$25,000) and the City Council must approve any Agreement in excess of twenty-five thousand dollars (\$25,000). If a City property is associated with the Agreement, the City Council must approve the Agreement.

### **BACKGROUND CHECKS**

Under certain circumstances, City requires that background checks be conducted. If the Agency shall have access to City facilities for use, with or without the presence of City employees, Agency must certify that it has obtained satisfactory criminal history records checks and reference checks for all of its employees and agents who will access City facilities.

If the Agency is entering into a lease, like-kind agreement, or contract with a non-governmental agency, City must use all resources to validate the credibility of the Agency, its owners and affiliates, including reference checks and all searchable sources. (Refer to the City's Policy on background checks – currently being developed.)

### **CONFLICT OF INTEREST**

City agents and officials with authority to approve Agreements must exercise that authority in a manner consistent with the City's Conflict of Interest Policy, and shall not have an affiliation with the Agency. If a personal association with the Agency exists, the agent or official must declare such and withdraw from the approval process.

	<h1 style="text-align: center;">City of Banning</h1> <p style="text-align: center;">Agreement Requirements – Not Identified in City's Purchasing Policy</p>	<b>SECTION or Policy No:</b> B-32
<b>SUPERSEDES:</b> None	<b>EFFECTIVE DATE:</b> July 24, 2018	<b>PAGE 3 of 3</b>
<b>APPROVED BY:</b> Rochelle Clayton, Interim City Manager		

## **RECORD KEEPING**

The City Clerk shall have custody of all fully executed City Agreements and shall scan into the City's document inventory system. A fully executed copy must be provided to the Agency upon execution.

## **EVALUATION**

City Manager's Office or City Manager's designee shall have oversight of Agreements. Annual reviews from commencement of the Agreement must be conducted, or at such time that a milestone is established as per the Agreement. Evaluation criteria is established in the Agreement.

## **GENERAL**

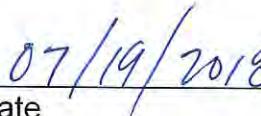
Any Agreement not executed in accordance with this Policy may be invalid. Failure to follow this Policy may result in personal liability for the individual signing the contract.

## **CHECKLIST REQUIREMENT**

The following checklist is required to accompany the Agreement as an Exhibit, to demonstrate compliance with the City's Policy.

<input type="checkbox"/> Description of contractual relationship <input type="checkbox"/> Role and responsibilities <input type="checkbox"/> Goals and objectives <input type="checkbox"/> Define benefit to the City/public <input type="checkbox"/> City funding sources if applicable <input type="checkbox"/> Term and renewal options <input type="checkbox"/> Indemnification requirements/Insurance	<input type="checkbox"/> Licensed appraisal, if applicable <input type="checkbox"/> Background check, if applicable <input type="checkbox"/> Operating parameters, including milestones <input type="checkbox"/> Means for evaluating the outcome <input type="checkbox"/> Financial reporting & nonfinancial measurements <input type="checkbox"/> Default provisions <input type="checkbox"/> Dispute resolution and termination
--	--

  
 Rochelle Clayton, Interim City Manager

  
 Date

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Rochelle Clayton, Interim City Manager

**MEETING DATE:** July 24, 2018

**SUBJECT:** City Policy No. A-35 on Review of Existing Policies for Necessary Revisions

---

**RECOMMENDED ACTION:**

Review City Policy No. A-35 on the Review of Policies for necessary updates and revisions, and direct staff of any changes to the policy.

**JUSTIFICATION:**

No prior policy was developed to regulate the review of existing policies for revisions and updates based on any changes in federal or state laws and regulations, or City Ordinances, to ensure the City is in compliance with all regulatory requirements.

**BACKGROUND:**

The City has many policies that are outdated based on federal and/or state regulations which have changed after the policies went into effect. The City's current Employees Handbook falls under Resolution No. 1974-22, developed in 1974 and has not been updated since.

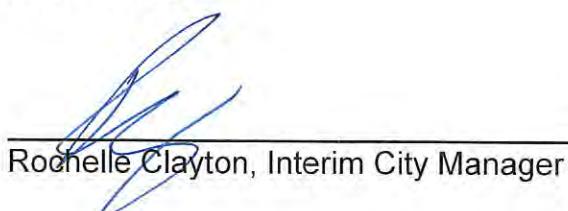
**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

1. Policy No. A-35, Review of Existing Policies for Necessary Revisions

Approved by:

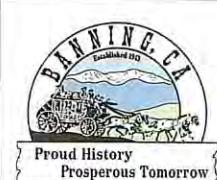


Rochelle Clayton, Interim City Manager

# **ATTACHMENT 1**

## Policy A-35

### Review of Existing Policies for Necessary Revisions

	<h1 style="text-align: center;">City of Banning</h1> <p style="text-align: center;">Review of Existing Policies for Necessary Revisions</p>	<b>SECTION or Policy No:</b> A-35 <b>ORIGINATING DEPARTMENT:</b> City Manager Office <b>Reference:</b>
<b>SUPERSEDES:</b> None	<b>EFFECTIVE DATE:</b> July 24, 2018	<b>PAGE 1 of 1</b>
<b>APPROVED BY:</b> Rochelle Clayton, Interim City Manager		

## **PURPOSE**

To establish guidelines required for the City of Banning ("City") to review all policies and determine if any revisions or updates are required based upon any changes in federal or state of California laws or regulations, or City Ordinances, to ensure the City is in compliance with all regulatory requirements.

## **BACKGROUND**

The City has many policies under the sections of Administrative, Personnel, Financial, Property, Public Safety, Planning, and Risk Management. Most personnel policies are outdated based on federal and/or state regulations that have changed after the policies went into effect. The City's current Employees Handbook falls under Resolution No. 1974-22, developed in 1974 and has not been updated since.

## **POLICY**

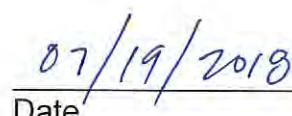
All City policies must be reviewed at a minimum of every five (5) years to determine if regulatory requirements that pertain to the specific policy have changed since the effective date of the policy.

All City personnel policies must be reviewed at a minimum of every two (2) years to determine if regulatory requirements have changed since the effective date of the policy.

## **REVIEW AND APPROVAL**

The department associated with the policy section shall be responsible for reviewing and making a determination if there is a need for a policy update, in coordination with the City Attorney. The City Manager shall review and approve policy updates.

  
Rochelle Clayton, Interim City Manager

  
Date

***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** **CITY COUNCIL**

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

**PREPARED BY:** **Rochelle Clayton, Interim City Manager**

**MEETING DATE:** **July 24, 2018**

**SUBJECT:** **Riverside County Grand Jury Report to the City of Banning**

---

**RECOMMENDED ACTION:**

Approve the Letter of Response to the Grand Jury or provide direction to update the Letter to formally respond to the Grand Jury regarding its recommendations.

**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 which was completed by staff and is attached.

**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 send a response within ninety (90) days.

Staff shall send the response if approved, or will take direction to amend the response.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

1. Letter of Response to Riverside County Grand Jury
2. Riverside County Grand Jury Report to the City of Banning dated April 30, 2018

Approved by:



---

Rochelle Clayton, Interim City Manager

# **ATTACHMENT 1**

## **Letter of Response to Riverside County Grand Jury**



# City of Banning

## Office of the Mayor

99 East Ramsey Street  
Banning, CA 92220

July 24, 2018

Becky L. Dugan, Presiding Judge  
Superior Court of California, County of Riverside  
4050 Main Street  
Riverside, CA 92501

Re: Response to the Riverside County Grand Jury's Report Regarding  
Financial Dealings with other Entities

Dear Judge Dugan:

On April 30, 2018, the Riverside County Grand Jury issued its 2017-2018 Grand Jury Report to the City of Banning. At the conclusion of the Report, the Grand Jury issued seven findings and seven recommendations. We appreciate the opportunity to provide the following responses to these findings and recommendations in accordance with Penal Code Section 933.

### **The City responds to the specific findings in the report as follows:**

*Response to Finding No. 1:*

The City agrees that the City Council verbally discussed with the City Manager the matter of assisting a local auto dealership.

*Response to Finding No. 2:*

The City agrees that the City completed the Caltrans permit application without legal review or approval of the City Council, as the City submits permit applications to Caltrans as means of conducting regular business and it is not industry standard practice to submit permit applications for legal review nor to the City Council for approval.

*Response to Finding No. 3:*

The City previously did not have a policy, and has since developed Policy B-32 which addresses public resources to private or public entities in the form of in-kind service monetary value.

*Response to Finding No. 4:*

The City agrees that some policies date back to 1974, and has since developed Policy A-35 which addresses the review of all policies, at a minimum of every five years or every two years for personnel related policies, to ensure the City is in compliance with federal, state, and local laws and regulations.

*Response to Finding No. 5:*

The City agrees that the City Manager turnover has fostered a poor and ineffective working relationship, thereby allowing some City Councilmembers to routinely address City staff directly, thereby violating Banning Code of Ordinances that expressly state neither the city council nor any member thereof shall give orders to any subordinate of the city manager. The City is currently in process of hiring a permanent City Manager.

*Response to Finding No. 6:*

The City agrees that in the 2016 election, two incumbent City Councilmembers were re-elected and a third individual was newly elected to Council and training was not made available in a timely manner, which was due to Council direction to staff to postpone the training. The City staff shall continue to offer training to Council timely.

*Response to Finding No. 7:*

The City agrees that a sales tax sharing agreement was entered into with an auto dealership. The agreement was transferred to a new ownership, which thereby commenced a new agreement of sales tax sharing.

**The City responds to the specific recommendations in the report as follows:**

*Response to Recommendation No. 1:*

The former practice of undocumented agreements has discontinued and staff developed Policy B-32 to address agreements with both governmental and non-governmental agencies not governed by the City's Purchasing Policy B-30, which is on the Agenda for Council approval.

*Response to Recommendation No. 2:*

This recommendation is currently in practice. The City Manager must review all agreements under \$25,000 and the City Attorney reviews and City Council must approve any agreements over \$25,000, as the City must balance minimizing risk while being fiscally responsible in reducing City Attorney expenditures. Agreements under \$25,000 that deviate from the City's standard template shall continue to be reviewed by the City Attorney.

*Response to Recommendation No. 3:*

As stated in recommendation no. 1, staff developed a Policy B-30 which evaluates the use of public resources in terms of a monetary value to any in-kind services to both governmental and private parties.

*Response to Recommendation No. 4:*

Policy A-35 was developed to ensure a review all City policies at least every five years or every two years if it is a personnel related policy. The City is in-process of updating its website to reflect all policies to the public as they have historically been available on the City's intranet.

*Response to Recommendation No. 5:*

The City Council worked with Human Resources to complete the City Manager recruitment process for a permanent City Manager and will continue to work with Human Resources to develop a documented recruitment process for the City Manager position going forward. Additionally City Council will comply with Ordinance 2.08.110 and work with City administrative services exclusively through the City Manager.

*Response to Recommendation No. 6:*

The City staff scheduled all of the referenced training after the 2016 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 staff shall conduct training timely for Council following future elections.

*Response to Recommendation No. 7:*

Staff prepared an economic subsidy report of the tax-sharing agreement status, as prescribed in AB 562, which will be available on the City's website upon the website update.

The City appreciates the opportunity to respond to the report. Should you have any further questions or desire any further information, please contact me or Interim City Manager Rochelle Clayton.

Respectfully,

George Moyer, Mayor

City of Banning

Attachments:

Grand Jury Report dated April 30, 2018

cc: Honorable City Council  
Rochelle Clayton, Interim City Manager  
Kevin Ennis, City Attorney  
Riverside County Grand Jury – PO Box 829, Riverside, CA 92502  
Riverside County Clerk-Recorder – 2720 Gateway Dr., Riverside, CA 92507

# **ATTACHMENT 2**

Riverside County Grand Jury  
Report to the City of Banning  
dated April 30, 2018



## 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, Foreperson  
2017-2018 Riverside County Grand Jury  
Atch.

P.O. Box 829 – Riverside, California 92502

# 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 Workforce Used to Clear Vegetation for Private Business," April 5, 2017 [www.thebanninginformer.com/?page\\_id=9923](http://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 Indemnitees, 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:



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Laurie Sampson, Executive Assistant

**MEETING DATE:** July 24, 2018

**SUBJECT:** Review and Discuss Sending a Letter to Congressman Raul Ruiz, M.D. Requesting Legislative Assistance for the Substitution of Census Tract 438.13 in Place of Census Tract 442 as a Designated Opportunity Zone.

---

**RECOMMENDED ACTION:**

The City Council review and discuss sending a letter to Congressman Raul Ruiz, M.D. requesting legislative assistance for the substitution of Census tract 438.13 in place of Census Tract 442 as a Designated Opportunity Zone

**JUSTIFICATION:**

We have been advised by the Department of Treasury that there is not a process for making this simple swap administratively. Therefore, we are requesting help in making the change legislatively and request Congressman Ruiz include language in the Fiscal Year 2019 Financial Services Appropriations bill to accomplish this critical change to help with the ongoing effort to bring new jobs, businesses and opportunity to the City of Banning.

**BACKGROUND:**

Opportunity Zones is a federal incentive that was enacted at the end of 2017 through the Tax Cuts and Jobs Act. The program provides an opportunity for the governor of each state to designate up to 25 percent of census tracts statewide that have poverty rates of 20% or more or if the census tract contains median family incomes of 80% or less than the statewide family median income. Between March and May 2018, the state evaluated, conducted a public comment period, and submitted to the U.S. Department of the Treasury, a list of 879 census tract for final designation. Since the census tracts

have been certified by the U.S. Department of Treasury, the state Governor would be required to petition a change in designation.

The program itself was designed with the intent to encourage long term investment in low-income communities (by census tract designation). It is accomplished by providing a tax incentive for investors to re-invest capital gains into "Opportunity Funds". The tax incentive is deferral of taxes on the capital gains (or profits from sale of business investments) as the profits are deposited into the Opportunity Fund. The Opportunity Fund is a vehicle for commercial and residential lending. For entities to invest in an Opportunity Fund, for at least five years, the tax liability on their capital gains is reduced by 10% for example, a business entity that sold land and made a profit (from when it was originally purchased) of \$1,000,000 and had a capital gains tax liability of 39%, or \$390,000, could reduce the liability in five years down to \$351,000. This would effectively increase their net profit by reducing the tax liability basis by \$39,000. For entities electing to keep their capital gains invested longer, after 7 years, the tax liability of the capital gains drops to 85% of the original amount.

The State previously nominated Opportunity Zone population census tracts that have since been designated by the Department of the Treasury. However, the time frame for commenting on the nominated qualifying tracts was very short and we did not fully understand the significance of the designation. Unfortunately, the State mistakenly nominated census tract 442.00 which does not have many opportunities for investment. We subsequently came to realize that the Opportunity Zone could attract new businesses and is not just an investment in rehabilitation. The amount of undeveloped land in tract 438.13 gives Banning the opportunity to attract large job centers for logistics, office and retail users.

#### **FISCAL IMPACT:**

None

#### **OPTIONS:**

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

#### **ATTACHMENTS:**

1. Draft Letter to Congressman Ruiz
2. Existing Opportunity Zone Map
3. Proposed Opportunity Zone Map

Approved by:

  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Draft Letter to Congressman Ruiz**



# CITY OF BANNING

99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220 • (951) 922-4840

OFFICE OF THE CITY COUNCIL

July 24, 2018

The Honorable Raul Ruiz, M.D.  
United States House of Representatives  
1319 Longworth House Office Building  
Washington, DC 20515

Dear Congressman Ruiz,

Opportunity Zones are a vital new economic development tool that Congress authorized as part of last year's tax bill. We look forward to working with private investors and utilizing this new authority to attract new businesses that will create new jobs within the City of Banning, California.

As Mayor of Banning I am writing you to request that the Appropriations Committee add legislative language to the Fiscal Year 2019 Financial Services Appropriations bill to correct one of the previously selected tract designations for the Opportunity Zone program. The added language would authorize the substitution of tract 438.13, the correct and qualifying population census tract in our City, for the previously nominated and subsequently designated census tract 442.00. Tract 441.01 would remain as a designated census tract. This change will help make an important difference in Banning's future as this new census tract (438.13) includes areas, within the City and our Sphere of Influence which have significant potential.

The State previously nominated Opportunity Zone population census tracts that have since been designated by the Department of the Treasury. However, the time frame for commenting on the nominated qualifying tracts was very short and we did not fully understand the significance of the designation. Unfortunately, the State mistakenly nominated census tract 442.00 which does not have many opportunities for investment. We subsequently came to realize that the Opportunity Zone could attract new businesses and is not just an investment in rehabilitation. The amount of undeveloped land in tract 438.13 gives Banning the opportunity to attract large job centers for logistics, office and retail users. The designation of population census tract 438.13 would be a more dynamic and effective choice for inclusion in the Opportunity Zone program. The City is strongly in support of this substitution, as is the State of California. After such substitution, we would continue to meet all of the requirements under the statute. Moreover, the effect of adding tract 438.13 and removing tract 442.00 by substitution on a specific date would

appropriately leave Banning with two nominated tracts (438.13 and 441.01) for consideration, as was intended.

In order to correct this mistake, we ask for your support to substitute tract 438.13 for 442.0. We have been advised by the Department of Treasury that there is not a process for making this simple swap administratively. Therefore, we ask you for your help in making the change legislatively and request that you include language in the Fiscal Year 2019 Financial Services Appropriations bill to accomplish this critical change to help with the ongoing effort to bring new jobs, businesses and opportunity to the City of Banning.

We believe that our requested change, while minor in scope, will generate the significant positive and transformational benefits for our community that Congress intended. Thank you for your consideration of this important request. We are happy to provide any additional information on these two population census tracts that you may need to assist us with this request.

Sincerely,

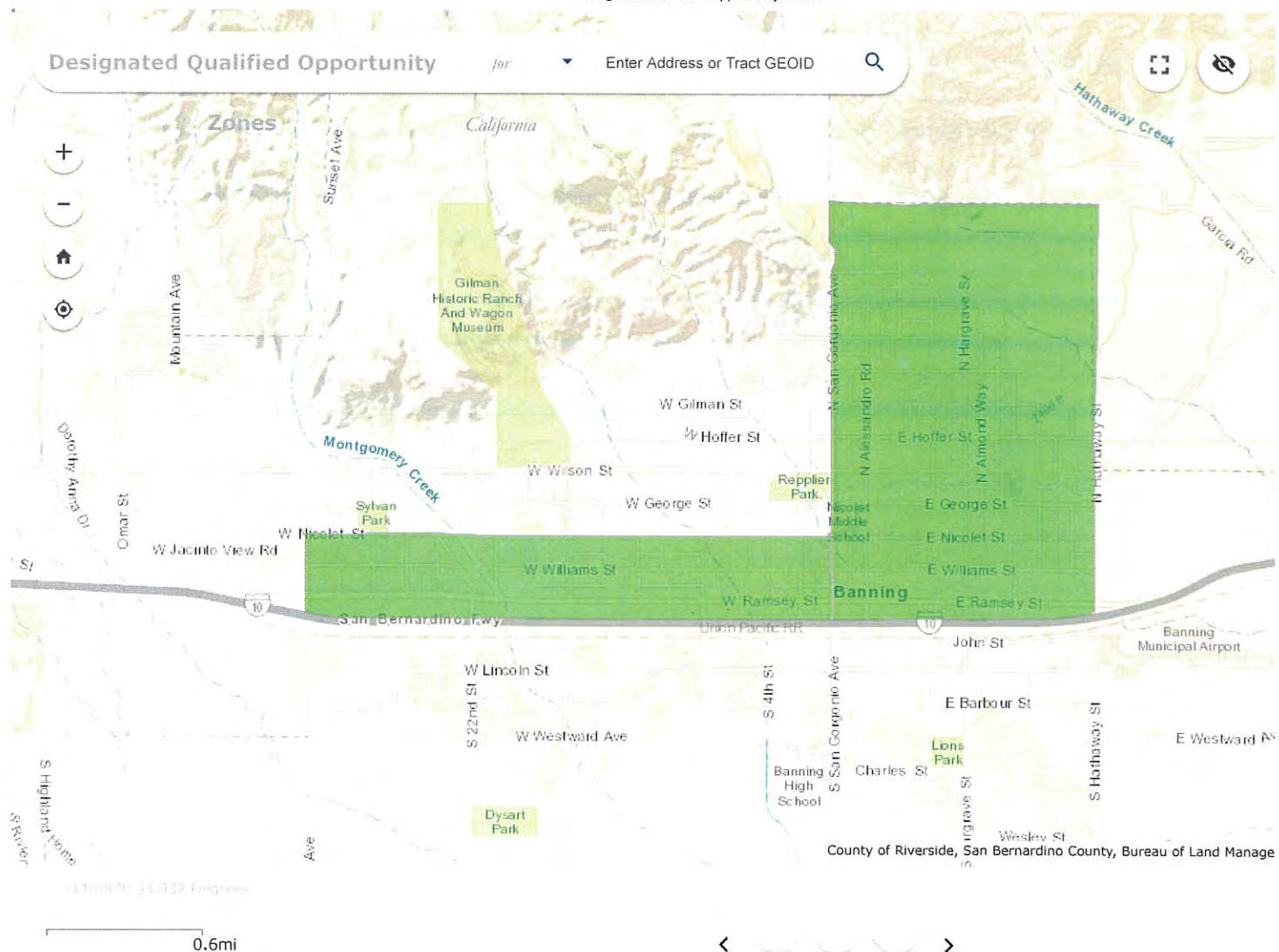
The Honorable George Moyer,  
Mayor, City of Banning

# **ATTACHMENT 2**

## Existing Opportunity Zone Map

7/18/2018

Designated Qualified Opportunity Zones

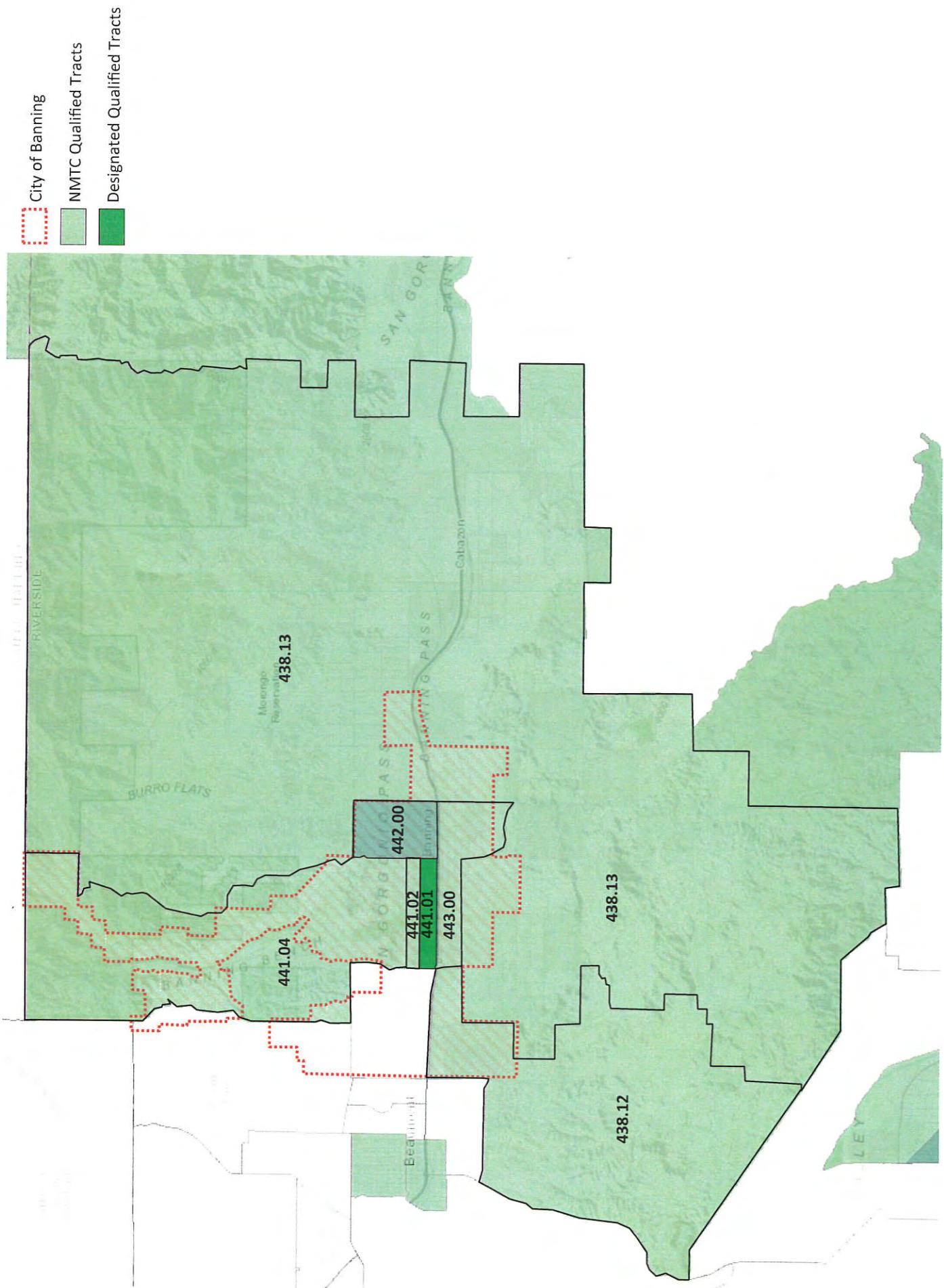


<https://cafinance.maps.arcgis.com/apps/webappviewer/index.html?id=d068b90cb97f4b429f3b180593036b7e>

1/1

# **ATTACHMENT 3**

## **Proposed Opportunity Zone Map**



***THIS PAGE  
INTENTIONALLY LEFT  
BLANK***



## CITY OF BANNING UTILITY AUTHORITY REPORT

**TO:** Banning Utility Authority

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

**PREPARED BY:** Art Vela, Director of Public Works/City Engineer

**MEETING DATE:** July 24, 2018

**SUBJECT:** Adopt Resolution 2018-05 UA, Approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. for an Adjustment in Compensation and to Extend the Term of the Agreement

---

### RECOMMENDED ACTION:

Staff Recommends that the Banning Utility Authority adopt Resolution 2018-05 UA:

1. Approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. for an adjustment in compensation and to extend the term of the agreement for one (1) additional year and thereby amending the termination date of the original Agreement to September 30, 2019 with an option to renew for an additional year.
2. Authorizing the Interim City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Maintenance and Operations Agreement.
3. Authorizing the Interim City Manager to execute the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc.

### COMMITTEE RECOMMENDATION:

The recommendation to extend the existing operation and maintenance agreement was presented by staff to the Budget and Finance Committee ("Committee") at their December, 2017 meeting. Concluding the discussion, the Committee made a recommendation to approve the extension of the Operation and Maintenance Agreement

with Suez Water Environmental Services, Inc. for an additional two (2) years which would extend the agreement termination date to September 30, 2020.

On July 16, 2018, the item was presented a second time to the Committee for the purpose of discussing additional compensation in order to cover an increase in cost related to the application of prevailing wages to certain services provided as part of the contract. The Committee discussed the possibility of extending the agreement for less than two (2) years, but did not make a recommendation and requested that staff look into the cost for operating and maintaining the Wastewater Treatment Plant (WWTP) with in-house staff.

#### **BACKGROUND:**

On September 23, 2003, under Resolution 2003-90, City Council approved and awarded a ten (10) year agreement for the Operation and Maintenance of the City of Banning Wastewater Treatment Plant to United Water Environmental Services, Inc. (United Water) in a monthly amount of \$41,500 for an annual total cost of \$498,000.

On September 10, 2013, under Resolution No. 2013-16 UA, Banning Utility Authority approved a five (5) year contract term extension with Untied Water to September 30, 2018.

In May of 2016, United Water notified the City of its name change to Suez Water Environmental Services, Inc. (Suez) confirming that employees and business practices would remain the same and that operations will remain unchanged with the exception of the name change.

The original contract included an annual adjustment to the monthly rate based on the changes in the Consumer Price Index (CPI) Los Angeles-Long Beach Area. Currently, the base monthly rate is \$56,533 for an annual expense amounting to \$678,396.

Suez, under the current agreement, operates and maintains the WWTP and has done so in a manner that has resulted in continued compliance with the City's Waste Discharge Requirements (WDR) issued to the City by the California Regional Water Quality Control Board (RWQCB). Suez operates and maintains all processes of the WWTP including preliminary treatment, influent pumping, trickling filtration, secondary clarifications, anaerobic digestion, solids thickening, drying beds, and disposal of all screening, grit and sludge.

Suez has provided exceptional services with no RWQCB violations throughout the contract period and has currently provided services for over 3,037 days without a work related injury. Suez has also contributed to the City being the recipient of several awards. The WWTP received Plant of the Year in 2007 (less than 5 MGD) and 2<sup>nd</sup> place for this same award in 2008. Additionally, in 2008 the WWTP received a safety award from the Colorado River Basin Section for its operation procedures. Again in 2016, the WWTP received the Plant of the Year (less than 5 MGD) award.

Staff recommends the approval of the second amendment to the agreement with Suez for an adjustment in compensation and to extend the term of the agreement for one (1) additional year and thereby amending the termination date of the original Agreement to September 30, 2019 with an option to renew for an additional year.

Staff will provide City Council with information regarding the estimated costs for operating and maintaining the WWTP with City employees in order to get further direction on this option.

**JUSTIFICATION:**

Since 2003 United Water/Suez has proven to be a responsible contractor capable of effectively and successfully managing the operation and maintenance of the City's WWTP. The existing contract is set to expire in September 30, 2018.

The second amendment, if approved, will allow the continued operation and maintenance of the City's WWTP until September 30, 2019. Other options (i.e. request for proposals or utilizing in-house staff) will take several months to be implemented and the operation and maintenance services are vital for maintaining compliance with the City's wastewater discharge permit.

**FISCAL IMPACT:**

The Wastewater Division Operational Fund, Account No. 680.8000-454.23-38 (contracted wastewater plant services) will fund the Operation and Maintenance Agreement. The base annual agreement amounts to \$747,147.96, an increase of \$42,975.96 from the current agreement expiring September 30, 2018. The increase is representative of the increase in costs to cover services were prevailing wage rates apply.

**ALTERNATIVES:**

Do not approve and provide alternative direction.

**ATTACHMENTS:**

1. Resolution 2018-05 UA
2. Second Amendment to Suez Agreement

Approved by:

  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution 2018-05 UA**

**RESOLUTION 2018-05 UA**

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE MAINTENANCE AND OPERATIONS AGREEMENT WITH SUEZ WATER ENVIRONMENTAL SERVICES, INC. FOR AN ADJUSTMENT IN COMPENSATION AND EXTENSION TO THE TERM OF THE AGREEMENT**

**WHEREAS**, on September 23, 2003, the City Council approved Resolution 2003-90, approving an agreement for operation and maintenance of the City of Banning Wastewater Treatment Plant ("Agreement"); and

**WHEREAS**, on September 10, 2013, the Banning Utility Authority approved Resolution 2013-16 UA, approving the first amendment to the Agreement with United Water Environmental Services, Inc.; and

**WHEREAS**, in May of 2016, United Water notified the City of its name change to Suez Water Environmental Services, Inc. confirming that employees and business practices will remain the same and that operations will remain unchanged with the exception of the name modification; and

**WHEREAS**, since 1993, Suez Water Environmental Services, Inc. has provided and continues to provide quality services to the City of Banning related to the operation and maintenance of the Wastewater Treatment Plant; and

**WHEREAS**, on December 12, 2017 the Budget and Finance Committee of the City of Banning discussed, supported and made a recommendation that the City Council approve the extension of the Agreement with Suez Water Environmental Services, Inc.; and

**WHEREAS**, on July 16, 2018, the item was presented a second time to the Budget and Finance Committee due to the additional requirement to apply prevailing wages to specific services included in the Agreement which results in an increase of \$42,975.96 for a total contract amount of \$747,147.96 which may be adjusted annually by the Consumer Price Index (CPI) as allowed by the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Banning Utility Authority of the City of Banning as follows:

**SECTION 1.** Banning Utility Authority adopts Resolution 2018-05 UA, approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. thereby adjusting the compensation and extending the term of the agreement for one (1) additional year and thereby amending the termination date of the original Agreement to September 30, 2019 with an option to renew for an additional year.

**SECTION 2.** The Interim City Manager, or designee, is authorized to make necessary budget adjustments, appropriations and transfers related to the Maintenance and Operations Agreement.

**SECTION 3.** The Interim City Manager is authorized to execute the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc.

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of July, 2018.

---

George Moyer, Chairman  
Banning Utility Authority

**ATTEST:**

---

Marie A. Calderon, Secretary  
Banning Utility Authority

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

---

Kevin G. Ennis, Authority Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Marie A. Calderon, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-05 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 24<sup>th</sup> day of July, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Marie A. Calderon, Secretary  
Banning Utility Authority  
City of Banning, California

# **ATTACHMENT 2**

## **Second Amendment to Suez Agreement**

**AMENDMENT NO. 2 TO**  
**AGREEMENT FOR CONTRACT OPERATION AND MAINTENANCE**  
**OF THE CITY OF BANNING WASTEWATER TREATMENT PLANT**

**THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT OPERATION AND MAINTENANCE OF THE CITY OF BANNING WASTEWATER TREATMENT PLANT** (“Second Amendment”) by and between the CITY OF BANNING, CALIFORNIA (“CITY” or “OWNER”) and SUEZ WATER ENVIRONMENTAL SERVICES, INC., a Delaware Corporation (“Contractor”) with an address of 461 From Road Suite 400 Paramus, New Jersey 07652 is effective as of October 1, 2018 (together, the “Parties”).

**RECITALS**

**A.** CITY and United Water Services, Inc., a California corporation (“United Water”) entered into that certain Agreement for Contract Operation and Maintenance of the City of Banning Wastewater Treatment Plant dated October 1, 2003 (“Agreement”) whereby United Water agreed to provide professional services necessary for the operation and maintenance of the Wastewater Treatment Plant in the City of Banning, California.

**B.** United Water was merged into United Water Environmental Services, Inc., a Delaware corporation (“United Environmental”), effective December 31, 2009.

**C.** United Environmental changed its name to Suez Water Environmental Services, Inc., a Delaware corporation, effective November 9, 2009.

**D.** CITY and Contractor entered into the First Amendment to the Agreement dated October 1, 2013 to extend the scope of services an additional five (5) years thereby amending the termination date of the Agreement to September 30, 2018. The original Scope of Work and tasks remained in full force and effect in accordance with its terms.

**E.** CITY and Contractor now desire to amend the Agreement to extend the term of the Agreement, set new compensation consideration for the extension term, and specify that Contractor must comply with certain California Labor Code requirements, including the payment of prevailing wages on maintenance activities. The original Scope of Work and tasks shall remain in full force and effect in accordance with its terms.

**TERMS**

**1. Name of Agreement.** The name of this Agreement is amended to “Agreement for Contract Operation and Maintenance of the City of Banning Wastewater Treatment Plant by and between the CITY OF BANNING and Suez Water Environmental Services, Inc., a Delaware corporation”. Hereafter, all references in the Agreement to “Agreement for Contract Operation and Maintenance of the City of Banning Wastewater Treatment Plant by and between the CITY OF BANNING and United Water Services, Inc., a California corporation”, or “Maintenance and Operations Agreement by and between the City of Banning and United Water Environmental Services, Inc., a Delaware corporation”, or “Agreement for Contractual Services” shall be understood to refer to this Agreement, as amended.

**2. Extension Term:** Section III-A TERM of the Agreement is hereby amended to extend the Agreement term for one (1) year commencing on October 1, 2018 and effective through September 30, 2019 ("Extension Term"). Subsequent extensions of the Term may be made upon mutual agreement of the Parties.

**3. Compensation.** The first paragraph of Article V's Section A as to Basic Compensation is hereby amended to read as follows:

**A. "BASIC COMPENSATION**

Starting on October 1, 2018 and for every month during the Extension term thereafter, OWNER shall pay CONTRACTOR, as compensation for the services to be performed, the sum of Sixty Two Thousand Two Hundred Sixty Two Dollars Thirty Three Cents (\$62,262.33) per month with additional adjustments as specified hereinafter."

**4. Labor Code Compliance:** New Section XXII is hereby added to the Agreement to read as follows:

**"XXII. LABOR CODE REQUIREMENTS:**

(a) This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore as to those services that are "public works," Contractor shall comply in all respects with all applicable provisions of Section 1720, et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements including those set forth in this Section 4. This Section pertains to maintenance activities performed under this Agreement, which are subject to the payment of prevailing rates of wages, pursuant to Labor Code section 1771. Prevailing wages shall be paid to Contractor's workers when performing those maintenance tasks set forth in Exhibit "A" attached hereto and incorporated by reference herein. In the event of any change in the list of maintenance tasks set forth in Exhibit A hereto, the Parties' representatives may agree to the amendment of Exhibit A to reflect such change. In such event, Exhibit A hereto shall be replaced with the newly amended Exhibit A and the same shall be deemed incorporated herein by reference without further action of the Parties.

**(b) Prevailing Wages Generally**

(i) Contractor and its subcontractors will not pay less than the prevailing rates of wages for all maintenance activities performed under this Agreement and as listed in Exhibit A hereto. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

(ii) Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

(c) In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

(e) Certified Payrolls. Pursuant to Labor Code section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. The Contractor is responsible for compliance with section 1776 by itself and all of its subcontractors Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. Certified payroll information for this project shall be submitted electronically through LCPtracker. No hard copy payrolls will be accepted. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(f) Apprentices. Contractor shall comply with Labor Code section 1777.5 concerning the employment of apprentices to the extent any workers are employed in performing services pursuant to this Agreement in any trade or craft subject to the apprentice requirement. Only bona- fide apprentices actively enrolled in an approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are employed on the project in excess of the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

(g) Contractor shall defend, indemnify (including payment of actual attorneys' fees and costs), and hold the City, its elected officials, officers, and employees harmless with respect to any and all claims and liabilities arising from or related to any failure by Contractor to comply with any of the Labor Code requirements set forth in this Section 4, to the maximum extent permitted by law."

**5. Continuing Effect of Agreement.** Except as expressly 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 No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended.

**6. Effective Date of Amendment.** This Second Amendment shall become effective concurrent with the expiration of the First Amendment to the Agreement provided this Amendment has been a fully executed by all parties.

**7. 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 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 Contractor that, as of the date of this Amendment No. 2, 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.

**8. 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 No. 2.

**9. 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/OWNER:**  
**CITY OF BANNING**

Rochelle Clayton, Interim City Manager

ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM:**  
RICHARDS, WATSON & GERSHON, P.C.

Kevin G. Ennis, City Attorney

**CONTRACTOR:**  
**SUEZ Water Environmental Services Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**  
**SUEZ Water Environmental Services Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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.**

**EXHIBIT "A"**

**MAINTENANCE TASKS**

## 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 \_\_\_\_\_, 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)