

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

September 25, 2018  
**5:00 p.m.**

Banning Civic Center  
Council Chambers  
99 E. Ramsey Street

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

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

**I. CALL TO ORDER**

- Invocation – Police Chaplain Merle Malland
- 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. PRESENTATIONS**

- 1. Proclamation – Fire Prevention Week ..... 1

**V. 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 14: Items \_\_\_\_, \_\_\_\_, \_\_\_\_, to be pulled for discussion.** *(Resolutions require a recorded majority vote of the total membership of the City Council)*

- 1. Minutes – Adjourned Regular Meeting – 9/10/2018..... 3
- 2. Minutes – Special Meeting – 9/10/2018 (Closed Session)..... 27
- 3. Minutes – Special Meeting – 9/10/2018 (Workshop) ..... 29
- 4. Minutes – Regular Meeting – 9/11/2018 ..... 41
- 5. Approval and Ratification of Accounts Payable and Payroll Warrants for July and August 2018 ..... 47
- 6. Investment Reports for July and August 2018 ..... 71
- 7. Police Stats through April through July 2018 ..... 77
- 8. Capital Improvement Project Update ..... 87
- 9. Resolution 2018-116, Establishing a Pre-Approved Traffic Planning and Engineering Vendor List ..... 93
- 10. Notice of Completion – Project 2017-10 Repplier Park Parking Lot Landscape ..... 123
- 11. Receive and File San Gorgonio Pass Regional Water Alliance Meeting Update ..... 135
- 12. Accept the Right-of-Way Dedications from APN 541-161-030 and 541-150-020 for Road and Utilities Purposes ..... 147
- 13. Resolution 2018-113, Approving the Co-Op Agreement with Riverside County Flood Control District for Tentative Map 36939 ..... 165
- 14. 2<sup>nd</sup> Reading of Ordinance 1530, Making Findings Pursuant to CEQA and Adopting Zoning Text Amendment 18-97502, Amending Various Sections of the City’s Zoning Ordinance (Title 17 of the Banning Municipal Code) Relating to Alcohol Beverage Sales, Retail Auto Part Sales, Tattoo Establishments, Chain Link Fencing, Public Utility Facilities, Freeway Oriented City Identification Signs, Home Occupation Permits, and Design Review Approval Authority ..... 205

- Open Consent Items for Public Comments
- Make Motion

**VII. PUBLIC HEARING**

1. Resolution No. 2018-110, Approving the Rate Adjustment for the Collection, Transportation and Disposal of Solid Waste Services and Approving the Execution of the Fifth Amendment to the Franchise Agreement with Waste Management ..... **219**  
*(Staff Report – Art Vela, Public Works Director)*

**Recommendation: Adopt Resolution 2018-110: 1) Consider and declare the number of protests received in response to the Proposition 218 notifications for the Collection, Transportation and Disposal of Solid Waste services rate adjustment. 2) Approve the rate adjustment for the Collection, Transportation and Disposal of Solid Waste services effective October 1, 2018 and equal to an overall increase of 3.43%. 3) Approve annual rate increases for four (4) additional years beginning July 1, 2019 based on Consumer Price Index (CPI) data for the Riverside-San Bernardino-Ontario area without further hearings as allowed by the Proposition 218 process and Franchise Agreement.**

**VIII. ANNOUNCEMENTS AND REPORTS**

CITY COUNCIL COMMITTEE REPORTS

REPORT BY CITY ATTORNEY

REPORT BY CITY MANAGER

REPORTS OF OFFICERS

1. Council Committees Meeting Schedules ..... **255**  
*(Staff Report – Rochelle Clayton, Interim City Manager)*

**Recommendation: Council review the standing council designated committees and establish regular scheduled meetings or designate the committee to meet as-needed, which warrants a special committee meeting.**

2. Resolution 2018-122, Approving a Salary and Benefits Adjustment to Public Safety Positions to Retain and Recruit Hard to Fill Critical Positions of the Banning Police Department..... **261**  
*(Staff Report – Rochelle Clayton, Interim City Manager)*  
**Recommendation: Adopt Resolution 2018-122: 1) Approving a salary increase of 8.5% or approximately \$3 per hour, and benefits increase in the form of paying 4% Employer Paid Member Contributions (“EPMC”) of allowable Public Employee Retirement System (“PERS”) employee contributions to police and public safety dispatch positions, to retain and recruit hard to fill critical public safety positions of the Banning Police Department. 2) Authorizing the Interim City Manager or designee to make necessary budget adjustments, appropriations and transfers related to salary and benefits. 3) Authorizing the Interim City Manager to reopen and amend to the related Memorandums of Understanding.**
3. Resolution 2018-120, Approving Amendment No. 1 to the Enterprise Licensing Agreement with Software One ..... **275**  
*(Staff Report – Rochelle Clayton, Interim City Manager)*  
**Recommendation: Adopt Resolution 2018-120, approving Amendment No. 1 to the Enterprise Licensing Agreement with Software One to include data storage.**
4. Electric Line Extension Agreement for Pardee Homes ..... **303**  
*(Staff Report – Tom Miller, Electric Utility Director)*  
**Recommendation: Approve the use of the proposed electric line extension and reimbursement agreement in connection with Pardee Homes for various project work in connection with the Butterfield Subdivision**
5. Resolution 2018-118, Approving a Vehicle Lease and Replacement Program and Awarding a Five (5) Year Master Equity Lease Agreement to Enterprise Fleet Management..... **321**  
*(Staff Report – Art Vela, Public Works Director)*  
**Recommendation: Adopt Resolution 2018-118, 1) Authorizing the Interim City Manager or her designee to execute a Five (5) year Master Equity Lease Agreement and supporting documentation, beginning Fiscal Year 2019 and ending Fiscal year 2023 with Enterprise Fleet Management for a Vehicle Lease and Replacement Program. 2) Authorizing the Interim City Manager or her designee to declare and remove various City-owned vehicles from the City’s fleet and dispose of the surplus vehicle assets per City policy. 3) Authorizing the proceeds from the sale of the surplus vehicles to be applied towards the cost of the annual leasing program. 4) Authorizing the Interim City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Vehicle Lease and Replacement Program.**

**RECESS REGULAR MEETING AND CALL TO ORDER A MEETING OF THE BANNING HOUSING AUTHORITY**

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

**I. CONSENT ITEMS**

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

**Motion: Approve Consent item 1: Item \_\_\_\_, to be pulled for discussion.**  
*(Resolutions require a recorded majority vote of the total membership of the Housing Authority)*

1. Resolution 2018-04 HA, Approving the Subordination Agreement for a First Time Homebuyer Program Located at 1500 G Court ..... **371**  
*(Staff Report – Ted Shove, Economic Development Manager)*

**Recommendation: Adopt Resolution 2018-04 HA, approving the Subordination Agreement for a First Time Homebuyer Program Loan for Real Property Located at 1500 G Court, Banning, CA, Assessor’s Parcel No. 535-361-009-4**

**ADJOURN BANNING HOUSING AUTHORITY MEETING AND CALL TO ORDER A SCHEDULED MEETING OF THE BANNING UTILITY AUTHORITY**

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

**I. CONSENT ITEMS**

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

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

1. Notice of Completion for Project 2017-17W, “Repair of Wells and Pumps” ..... **387**

- Open Consent Items for Public Comments
- Make Motion

II. **REPORTS**

**REPORTS OF OFFICERS**

1. Resolution 2018-15 UA, Approving the Award of a Professional Services Contract for Completing a Nitrogen Removal Feasibility Study and Development of a Salt and Nutrient Management Plan to Montrose Environmental..... **393**  
*(Staff Report – Art Vela, Public Works Director)*

**Recommendation: Adopt Resolution 2018-15 UA: 1) Approving an agreement with Montrose Environmental of Irvine, CA for completing a Nitrogen Removal Feasibility Study and development of a Salt and Nutrient Management Plan, in the amount of \$321,669 for Fiscal Years 2018/2019 and 2019/2020. 2) Authorizing the Interim City Manager or her designee to execute the Agreement with Montrose Environmental, legal name “ES Engineering Services, LLC”. 3) Establishing a \$30,000 Project Contingency and Authorizing the Interim City Manager to Execute Amendments to the Agreement within the Contingency Amount.**

2. Resolution 2018-18 UA, Approving an Alternative for Obtaining Legal Counsel Services for the Public Works Department, Water and Wastewater Divisions..... **595**  
*(Staff Report – Art Vela, Public Works Director)*

**Recommendation: Adopt Resolution 2018-18 UA, approving an alternative for obtaining legal counsel services for the Public Works Department, Water and Wastewater Divisions.**

**ADJOURN BANNING UTILITY AUTHORITY MEETING AND RECONVENE THE REGULAR MEETING OF THE BANNING CITY COUNCIL**

**BANNING UTILITY AUTHORITY (BUA) – Next Meeting, October 9, 2018, 5:00 p.m.**

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

IX. **DISCUSSION ITEMS**

None

**X. ITEMS FOR FUTURE AGENDAS**

New items –

Pending Items – City Council

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

**XI. ADJOURNMENT**

**NOTICE:** Any member of the public may address this meeting of the Mayor and City Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

**In compliance with the Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk’s Office (951)-922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II]

*Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.*



## PROCLAMATION

*WHEREAS, the City of Banning, California, is committed to ensuring the safety and security of all those living in and visiting Banning; and*

*WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

*WHEREAS, home fires killed 2,735 people in the United States in 2016, according to the National Fire Protection Association NFPA, and fire departments in the United States responded to 352,000 home fires; and*

*WHEREAS, the majority of U.S. fire deaths, 4 out of 5, occur at home each year; and*

*WHEREAS, the fire death rate per 1000 home fires reported to U.S. Fire Departments was 10 percent higher in 2016 than in 1980; and*

*WHEREAS, Banning's residents should identify places in their home where fires can start and eliminate those hazards; and*

*WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and*

*WHEREAS, Banning's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and*

*WHEREAS, Banning's residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place;*

*WHEREAS, Banning's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and*

*WHEREAS, Banning's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*

*WHEREAS, Banning's residents are responsive to public education measures and can take action to increase their safety from fire, especially in their homes; and*

*WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware – fire can happen anywhere™" effectively serves to remind us that we need to take personal steps to increase our safety from fire.*

*NOW, THEREFORE, I, George Moyer, Mayor of The City of Banning, do hereby proclaim October 7-13, 2018, as*

### Fire Prevention Week

*throughout this City, and I urge all the people of BANNING to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Banning's fire and emergency services during Fire Prevention Week 2018.*

*IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Banning, California, to be affixed this 25<sup>th</sup> day of September, 2018.*

**ATTEST:**

\_\_\_\_\_  
Sonja De La Fuente, Deputy City Clerk

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George Moyer, Mayor



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An adjourned regular meeting of the Banning City Council was called to order by Mayor Moyer on September 10, 2018, at 5:01 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 Fisher, Interim Police Chief  
Tom Miller, Electric Utility Director  
Patty Nevins, Community Development Director  
Art Vela, Public Works Director/City Engineer  
Ted Shove, Economic Development Manager  
Robert Meteau, Deputy Human Resources Director  
Sonja De La Fuente, Deputy City Clerk  
Laurie Sampson, Executive Assistant  
Leila Lopez, Office Specialist

The Invocation was given by Merle Malland. Council Member 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. This item is on this evening’s agenda for final action. 2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9) Name of Case: City of Banning v. Go Green Calming Solutions, et al., Case No. RIC 1806731. A status report was provided and direction given. 3) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION potential initiation of litigation pursuant to Government Code Section 54956.9: One case. Direction was given to legal counsel on the matter. 4) CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8: Property description: APN’s 541-240-009 and 541-250-009, west side of Banning Municipal Airport property. City Negotiator: Art Vela, Public Works Director – Negotiating Party: Andy Marocco; Under Negotiation: Price and Terms of a potential sale or lease of the property.

## PUBLIC COMMENTS / CORRESPONDENCE / PRESENTATIONS / APPOINTMENTS

### PUBLIC COMMENTS

Ellen Carr with Tender Loving Critters provided information regarding scheduling an appointment with Animal Action League for low cost spay or neuter services. They will be in the City on September 18<sup>th</sup> and 19<sup>th</sup>. They can be reached at 760-366-1100. You can call and ask to be put on standby or next month's schedule. The shot clinic does not require an appointment and is from 10:00 a.m. until 2:00 p.m. each day they are here. She encouraged all to get required shots and microchips for licensing their pets. Citizens may call Riverside County Department of Animal Services at 951-358-7387 with any questions. She also reminded everyone to register their microchip.

Jerry Westholder thanked staff for bringing the Christy White contract back to Council for consideration. He voiced his opposition to Measure P.

Seeing no further comments, the Mayor closed Public Comment.

### CORRESPONDENCE

There was no correspondence.

### PRESENTATIONS

The Mayor and Council presented Sara Logan, with Operation Life Saver, with a Proclamation proclaiming September Rail Safety Month.

Sara Logan expressed her gratitude for the City's support of Rail Safety Month.

### APPOINTMENTS

1. Appointment of Community Development Block Grant Ad Hoc Committee Members

The Mayor appointed himself and Council Member Peterson with no objections.

### CONSENT ITEMS

Item 5 was pulled for discussion.

1. Minutes – Regular Meeting – 7/24/2018

Recommendation: Approve the Minutes from July 24, 2018, Regular Meeting of the Banning City Council.

2. Minutes – Special Meeting – 7/24/2018 (Closed Session)

Recommendation: Approve the Minutes from the July 24, 2018, Special Meeting of the Banning City Council.

3. Minutes – Regular Meeting – 8/28/2018

Recommendation: Approve the Minutes from the August 28, 2018, Regular Meeting of the Banning City Council.

4. Contracts Signed Under City Manager Authority for July and August

Recommendation: Receive and file list of contracts signed under the City Manager's Authority during the months of July and August 2018.

6. Update on Downtown Ad Hoc Committee Recommendation to Research Micro-Business Incubator

Recommendation: Receive and file the update from the Downtown Ad Hoc Committee.

7. Resolution 2018-97, Approving the Termination of a Development Agreement with All American Racing, LLC

Recommendation: Adopt Resolution 2018-97.

8. Resolution 2018-106, Establishing a Pre-Approved General Construction Management and Inspection Services Vendor List for Fiscal Year 2018/2019 through Fiscal Year 2020/21

Recommendation: Adopt Resolution 2018-106.

9. Resolution 2018-108, Accepting Community Development Block Grant (CDBG) Funds for Fiscal Year 2018/19

Recommendation: Adopt Resolution 2018-108.

10. Resolution 2018-109, Amending Resolutions 2018-72 and 2018-107 to Reschedule the Public Hearing for the Consideration of Rate Adjustments for the Collection, Transportation, and Disposal of Solid Waste to September 11, 2018

Recommendation: Adopt Resolution 2018-109.

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

**Motion Andrade/Franklin to approve Consent Items 1 through 4 and 6 through 10. Motion carried, 5-0.**

Mayor Moyer asked about legislation passed in 2014 not being included when the Policy B-31 was adopted. Economic Development Manager Ted Shove explained that when the new City Attorney came on board, they reviewed the policy and made recommended updates to include items related to the legislation.

5. Update Policy B-31, Administrative Procedures – Acquisition Leasing, and Dispositions of City Owned Real Property.

Recommendation: Approve update to Policy B-31.

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

**Motion Franklin/Welch to approve Consent Item 5. Motion carried, 5-0.**

### **PUBLIC HEARINGS**

1. Resolution 2018-114, Accepting the 2018 Edward Byrne Memorial Justice Assistance Grant

Interim Police Chief Fisher presented the staff report as contained in the Agenda packet.

Council Member Franklin asked how long the recorders last. Interim Chief Fisher explained the ones they have lasted a few years, but they are now unable to get parts for them and it was recommended they get new equipment by the City's IT Department. Council Member Franklin asked if this was audio recording and not vide. Interim Chief Fisher confirmed it would record audio only.

The Mayor opened the Public Hearing. Seeing no comments from the public, closed the Public Hearing.

**Motion Peterson/Welch to adopt Resolution 2018-114, accepting grant funds provided by the Office of Justice Programs in the amount of \$11,604 for the Police Department to purchase additional Puma belt recorders. Motion carried 5-0.**

2. Ordinance 1530, Zone Text Amendment 18-97502 to Amend Various Sections of the Zoning Ordinance

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

Council Member Peterson requested clarification in regard to an existing auto parts store not being allowed to move across the street. Community Development Director Nevins clarified that a Zoning Text Amendment is required, but cannot be limited to one business. City Attorney Ennis explained State Law related to the matter and confirmed the Zone Text Amendment is required.

The Mayor opened the Public Hearing.

Don Smith believes this is a good clean up in solving some issues and helping businesses prosper. He doesn't believe claiming you are a landlord and your client might move or be put out of business is not a legal claim. He would like to include maintenance and properly installed chain link fencing in the ordinance.

Inge Schuler, Planning Commissioner, believes the Planning Commission did not approve tattoo businesses in Downtown Banning.

Ed Omari, owner of 263 W. Ramsey Street, indicated he is against the passage of Ordinance 1530. He provided history related to his decision to purchase the property.

Arthur D'Souza, owner of 321 W. Ramsey Street, expressed his support of passing Ordinance 1530. He believes this will provide opportunity to business owners.

Todd Chiriano, real estate broker and owner of American Federal Properties in Diamond Bar, California, indicated he is against the passage of Ordinance 1530. He indicated his client purchased the property due to the exclusivity on the property being the only auto parts store allowed in the area.

Jim Price, Planning Commissioner, believes the Planning Commission did not approve tattoo businesses in downtown Banning.

Scott Munson, retired from the Los Angeles Department of Water and Power, shared a prepared statement (see Exhibit "A").

There was discussion among Council and Staff related to whether or not tattoo businesses were approved by the Planning Commission.

There was also discussion regarding chain link fencing, and that the Planning Commission will review on a project by project basis.

Council Member Franklin would like "proper construction and maintenance" added to the chain link fencing portion of the ordinance, and would not support if not included.

The Mayor closed the Public Hearing and asked the City Clerk to read the title of Ordinance 1530, without tattoo establishments.

The Deputy City Clerk read the title of Ordinance 1530: "Ordinance 1530, and Ordinance of the City of Banning, California, Making Findings Pursuant to CEQA and Adopting Zoning Text Amendment 18-97502, Amending Various Sections of the City's Zoning Ordinance (Title 17 of the Banning Municipal Code) Relating to Alcohol Beverage Sales, Retail Auto Part Sales, Chain Link Fencing, Public Utility Facilities, Freeway Oriented City Identification Signs, Home Occupation Permits, and Design Review Approval Authority"

**Motion Peterson/Andrade to waive further reading of Ordinance 1530. Motion carried 4-1, with Council Member Franklin voting against.**

**Motion Peterson/Welch that Ordinance 1530 pass its first reading. Motion carried 4-1, with Council Member Franklin voting against.**

## ANNOUNCEMENTS & REPORTS

### CITY COUNCIL COMMITTEE REPORTS

Council Member Andrade attended the groundbreaking for the Pardee project today. It was very successful and she looks forward to their development. She would like them to be a part of the Banning Unified School District.

Council Member Peterson advised Stagecoach Days was successful and sold out on Saturday.

Council Member Franklin reported on the following:

- A constituent contacted her and complimented Electric Utility Director Tom Miller for his successful handling of a sticky situation.
- She thanked the Stagecoach Days Committee for their work.
- The Healthy City Committee met and reviewed the survey results, which indicated the interest in more activities in the cities. Therefore the City will be doing pop-ups once a month from 10:00 a.m. until Noon at different parks to do activities with young people. They will also do clean-ups at different parks and the community's involvement will be requested. A Farmer's Market was also of interest and the Hospital will be working on something with the County.
- The Western Riverside Council of Governments discussed the homelessness issue and many cities are getting together to try to solve some of the issues. They received a presentation and she will provide a copy to staff.
- The Southern California Association of Governments has \$4.4 million in grants to award and one of the programs is for replacing trees and she has provided the information to staff to see if there is something the City can do to get more trees in the City. They also discussed the programs replacing redevelopment agencies, which are the Community Revitalization Investment Authority and the Enhanced Infrastructure Financing District.

Council Member Welch had nothing to report.

The Mayor reported on the following:

- He attended the Pardee groundbreaking and was glad to see something positive happening, as the project has been in the works for 30 years.
- He read a letter received a letter from John Groman complimenting Ben Coffey with the Electric Utility Department.

- Advised town hall meetings would be held in each of the five districts to inform citizens about the three propositions on the ballot.
- Stagecoach Days was successful.
- City staff will begin accepting applications at the Community Development counter for the housing programs on September 12<sup>th</sup>.

#### REPORT BY CITY ATTORNEY

City Attorney Ennis had nothing to report.

#### REPORT BY CITY MANAGER

Interim City Manager Clayton had nothing to report.

#### REPORTS OF OFFICERS

1. Resolution 208-115, Approving City Manager Employment Agreement with Doug Schulze

Deputy Human Resources Director Robert Meteau presented the Staff Report as contained in the Agenda packet.

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

The Mayor requested the term “Mayor” be changed to “City Council” under Item 8 under Other Terms Conditions of Employment. Staff

The Mayor read the following Government Code Section 54953(c)(3) Announcement:

Consistent with Section 54953(c)(3) of the Government Code and Section 2.5 of the City Council Rules of Procedure, the Mayor, Mayor Pro Tempore, or other presiding officer shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in Section 3511.1(d) of the Government Code, during the open regular meeting in which the final action is to be taken and prior to the motion to approve. The City Manager is a local agency executive as defined in Section 3511.1(d) of the Government Code, and the oral report is required prior to approval of the attached Agreement as addressed in the Staff Recommendation section of this report.

- Employee will receive an annual salary of \$210,048.85 during his term as City Manager.
- If the City terminates the agreement without cause, Mr. Schulze is entitled to six months’ salary plus insurance coverage for himself and his dependents, subject to limitation by Government Code section 53260.

- In addition to the standard benefits offered to previous City Managers since November 2015, Mr. Schulze is entitled to an advance of 80 hours of vacation leave upon reporting for work.

**Motion Peterson/Welch to adopt Resolution 2018-115, approving an Employment Agreement with Doug Schulze for the position of City Manager with recommended changes. Motion carried 5-0.**

2. Policy B-33, Reference Validation of Private Parties Doing Business with the City of Banning

Economic Development Manager Ted Shove presented the Staff Report as contained in the Agenda packet.

Council Member Peterson asked why the ex-parte certification was included in the policy.

It was explained that it is standard language in all of the City's Requests for Proposal that go out from the City and any vendor interested in doing business with the City must sign it.

Council Member Peterson indicated he hadn't seen it before and explained he was offended by it and requested to see it on another document.

Interim City Manager Clayton explained it is standard language that goes out in each Request for Proposal (RFP) and referred Council to page 661-707 in the agenda packet to view a recent RFP with ex-parte language.

Council Member Franklin asked if this met the requirement of the Grand Jury. Economic Development Manager Shove explained that it meets the portion regarding reference validation.

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

**Motion Peterson/Welch to approve Policy B-33, Reference Validation of Private Parties Doing Business with the City of Banning. Motion carried 5-0.**

3. Resolution No. 2018-111, Co-Op Agreement with Riverside County Flood Control and Water Conservation District (RCFCWCD) for the Banning Master Drainage Plan Line H Stage 1 Project

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

The Mayor confirmed they would repair anything they destroy.

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

**Motion Peterson/Welch to adopt Resolution 2018-111, approving a Cooperative Agreement with RCFCWD for the Banning Master Plan Line H Stage 1 Project, adjusting the Public Hearing date to the Regular City Council Meeting on September 11, 2018 at 5:00 p.m. Motion carried 5-0.**

4. Resolution 2018-117, Amending Professional Services Agreement with Christy White Associates

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

Council Member Franklin asked what the total increase to the contract would be. Interim City Manager Clayton indicated it would increase by \$2,471 for a total contract amount of \$34,671. She asked if they had done audits like this before. Christy White advised they have not done an audit like this before, but are prepared to do it.

Council Member Andrade advised the only thing that changed was the insurance requirements. She questioned why they didn't want to increase their insurance to business with more clients. Christy White indicated they had not been required to provide the level of insurance required. Council Member Peterson explained the cost to increase after the fact is passed on to the client.

There was discussion held regarding insurance requirements from Public Entity Risk Management Authority (PERMA). Interim City Manager Clayton advised all templates for contracts have been updated with the new requirements.

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

**Motion Welch/Peterson to adopt Resolution 2018-117, approving the 1<sup>st</sup> Amendment to the Professional Services Agreement with Christy White Associates. Motion carried 5-0.**

The Mayor recessed the meeting at 7:00 P.M. and reconvened at 7:07 P.M.

The Mayor recessed the regular meeting and called to order a meeting of the Banning Housing Authority.

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

#### CONSENT ITEMS

1. Resolution 2018-03 HA, Approving the Purchase of an Affordability Covenant in the Form of a Regulatory Agreement for 1323 E. Christie Street – Habitat for Humanity San Gorgonio Pass Area

Economic Development Manager Ted Shove presented the Staff Report as contained in the Agenda packet.

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

Chairman Moyer recommended recovering any money the City is able to.

**Motion Franklin/Peterson to adopt Resolution 2018-03 HA, approving the purchase of an Affordability Covenant in the form of a Regulatory Agreement for 1323 E. Christie Street (APN 541-052-007), by Habitat for Humanity San Gorgonio Pass Area. Motion carried 5-0.**

Chairman Moyer adjourned the Housing Authority meeting and called to order a scheduled meeting of the Banning Utility Authority.

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

### CONSENT ITEMS

2. Notice of Completion for Project 2017-17W, "Repair of Wells and Pumps"

Staff pulled this item and continued it to the next regular meeting of the City Council scheduled for September 25, 2018.

1. Notice of Completion for Project 2016-02W, "Banning Water Canyon Pipeline Phase 1"

Board Member Peterson asked if any Indian relics were found.

The Chairman opened Consent Item 1 for public comment. Seeing none, closed public comment.

**Motion Peterson/Welch to Consent Item 1. Motion carried 5-0.**

### REPORTS OF OFFICERS

1. Resolution 2018-05 UA, Approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. and Discuss Options for Maintenance Operations of the City of Banning's Wastewater Treatment Plant

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

Board Member Franklin asked for further explanation regarding the sludge plant and Director Vela provided the information.

Board Member Franklin asked Director Vela to outline some of the awards received under Suez. Director Vela shared that in 2007 the Wastewater Treatment Plant was awarded Plant of the Year. In 2008 they received second place for the same award. In 2008 the Wastewater Treatment Plant received a Safety Award from the Colorado River Basin Section. Then again in 2016 the Wastewater Treatment Plant received the Plant of the Year Award.

Board Member Franklin asked about required training and certifications. Director Vela explained he is not certain and would have to gather that information and provide it at a later date. She expressed concern with trying to fix something that isn't broken.

Board Member Peterson agreed Suez has done an outstanding job, but expressed his concern with the cost. He understands why staff would want to keep it the same, but would like staff to continue to think about alternatives to reduce the cost.

The Chairman opened the item for public comment.

Don Smith cautioned the Council on going in-house and provided history as to why. He would recommend maybe issuing a Request for Proposal first.

Seeing no further comments, the Chairman closed public comment.

**Motion Peterson/Franklin to adopt Resolution 2018-05 UA: 1) Approving the Second Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. 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. Motion carried 5-0.**

2. Resolution 2018-11 UA, Approving the Award of a Contract for the Design of Altitude Valves at San Gorgonio and Southwest Reservoirs to Michael Baker International of Temecula, CA

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

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

**Motion Welch/Franklin to adopt Resolution 2018-11 UA, approving the award of a contract for the Design of Altitude Valves for the San Gorgonio and Southwest Reservoirs in the amount of \$55,225. Motion carried 5-0.**

3. Resolution 2018-13 UA, Approving the Award of a Professional Services Contract for the Design of Well C-8 to Hazen and Sawyer of Palm Desert, CA

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

The Chairman asked about grants. Director Vela indicated he hasn't seen anything yet, but will continue to look.

Council Member Franklin asked if Development Impact Fees would be used to pay for this. Director Vela confirmed they would.

There was discussion among the Council and staff regarding City wells.

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

**Motion Franklin/Peterson to adopt Resolution 2018-13 UA, 1) Approving an Agreement with Hazen and Sawyer of Palm Desert, CA for the Design and Inspection Services for the City of Banning Well C-8, Project 2018-02W in the amount of \$671,296. 2) Authorizing the Interim City Manager or her designee to execute the agreement with Hazen and Sayer. 3) Establishing a \$25,000 Project Contingency and authorizing the Interim City Manager to execute amendments to the Agreement within the contingency amount. Motion carried 5-0.**

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

#### DISCUSSION ITEMS

1. Downtown Ad Hoc Committee Recommendations

Economic Development Manager Ted Shove presented the Staff Report as contained in the Agenda packet.

The Mayor asked Mr. Shove what he would recommend as the expert. Mr. Shove recommended expanding citywide communication and improving blighted store fronts. He believes that will come with housing growth. Industrial Development would be another item to focus on. Staff is also working with a local entrepreneur to do community events such as a harvest festival and winter festival and depending on how those things go they will proceed into spring and summer.

The Mayor opened the item for public comment.

Don Smith recommended making downtown Banning look safe by making sure all of the street lights are working and added if needed, landscaping is maintained, trash receptacles. This might make it easier for the owners to lease their buildings. He also

recommended implementing proactive code enforcement activity (i.e. notice weeds are on the lots or something is broken). He suggested holding special events downtown so visitors can discover the businesses located there.

Council Member Peterson asked Interim Police Chief Fisher about public safety downtown. Interim Chief Fisher indicated there is a problem with the homeless and assisting in locating placement. A specific officer has been assigned to the homeless issue. He advised there is crime downtown, such as theft.

Jerry Westholder suggested offering incentives to the right clientele into the buildings. He indicated that if we build it, the people will come. He recommended waiving fees or lowering utility rates for businesses as incentives. He also suggested looking into the YMCA and possible homeless programs they may offer.

Seeing no further comments, the Mayor closed public comment.

Council Member Welch suggested utilizing the Ring of Honor for special events. He encouraged more community celebrations and citizens having pride in the community and the downtown.

Council Member Franklin would like to move forward with the recommendations from the community and businesses. She indicated the school district had a community event downtown last week and there were hundreds of kids. She encouraged being positive about our City for our young people. She recommended moving forward with the recommendations of the Downtown Ad-Hoc Committee.

The Mayor would like to see staff move forward with the recommended items if there is funding available.

The Council recommended staff proceed with recommendations in the prioritized order listed in the Staff Report.

## 2. Police Recruitment and Retention

Interim Police Chief Robert Fisher presented the Staff Report as contained in the Agenda packet. He indicated he checked with other agencies and it appears Banning is the second-lowest paid in the County. He shared some recruiting bonuses other agencies offer.

The Mayor indicated there are seven open positions that need to be filled, five out on disability, and others in backgrounds with other agencies.

Council Member Welch wondered if the City had a higher pay scale would there be people available to fill the positions. Interim Chief Fisher advised some agencies recruit straight from the Academy.

Council Member Peterson advised the City needs to be competitive to be considered by candidates.

Council Member Franklin would like to know what the average salary of the officers.

There was discussion regarding the City staff paying into both Social Security and the Public Employee Retirement System (PERS), which immediately affects take-home pay. Most all other agencies do not pay into both.

Interim Chief Fisher will bring back salaries and benefits package.

Council Member Peterson advised he and the Mayor spoke with the Police Officers Association President and Vice President and they advised a salary increase and the City paying more into PERS for the officers would fix the problem with officers leaving and recruiting new officers.

Council Member Franklin expressed concern with offering incentives without commitment requirements.

Council Member Peterson suggested Council direct staff to offer \$4 per hour increase and reduce their PERS contribution to 6% and offer a recruiting bonus for one year to see how it works.

Interim City Manager Clayton suggested \$3 per hour increase and reduce PERS Contribution to 5%. Council Member Peterson would agree with this as well.

The Mayor opened the item for public comment.

Don Smith reminded Council they have three propositions on the ballot that must be passed to add money to the general fund to fund the Police Department. He advised that in the 1970's the City employees voted to remain in Social Security. He believes the only way to get out of this would be to get congressional legislation allowing Banning to do this. He recommended pursuing this, even if it takes up to 10 years.

John Hagan agrees with improving the package offered to police officers. He cautioned against offering bonuses.

Jerry Westholder advised the largest cost to a business is hiring and that it is cheaper to retain employees with raises and incentives than hiring and training new employees. He suggested looking into a non-compete clause for up to five years.

Seeing no further comments, the Mayor closed public comment.

Council Member Peterson recommended the Interim City Manager's recommended 4% reduction in PERS contribution by police officers and \$3 per hour pay increase be brought forward to Council for consideration. The Council supported this recommendation.

### 3. Planning Commissioner Resignation/Recruitment

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

Council would like staff to proceed with the recruitment of a Planning Commissioner to fill the vacancy and have the Deputy City Clerk issue a Press Release and post in the required locations for a period of 30 days. The Council would like the applications in advance.

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

Council Member Franklin suggested recruiting Planning Commissioners by District. Council Member Peterson thinks it would be too difficult to get by District. This would need to be considered on a future agenda.

Council Member Franklin asked when the last time electric rates were increased. Interim City Manager Clayton advised 2013.

The Mayor reminded the public there would be a Public Hearing to consider a rate increase from Waste Management on Tuesday, September 11, 2018, at 5:00 p.m. in the Council Chamber.

#### ITEMS FOR FUTURE AGENDAS

None

#### ADJOURNMENT

By common consent the meeting was adjourned at 9:03 P.M.

Minutes Prepared by:

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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=JwNT3Pm5Rlcd> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

**Exhibit “A”**

**to the September 10, 2018, Adjourned Regular  
Meeting Minutes**

Agenda Item ZTA 18-97504 (#3 Auto retail sales) 9/10/2018

Dear Banning City Mayor and City Council members;

My name is Scott Munson and I'm periodically involved with Mr. Ed Omari's business investments. I'm a retired engineer with 34 years of experience at the L. A. Dept. of Water & Power (LADWP). I retired as Assistant Director of Engineering for the water system and I was the manager of the planning section for part of my career. In that section, I worked with numerous cities regarding zoning and environmental issues with LADWP properties.

Changes or modifications to the General Plan can have serious affects to currently operating businesses. In my experience, when any "use" changes were proposed to a property, there was often a study done to evaluate the benefits to the city and, MOST IMPORTANTLY, THE NEGATIVE & POSITIVE IMPACTS to the current legal businesses invested in the city.

The City of Banning's proposed changes to retail auto parts sales in the Downtown Commercial Zone affects ONLY ONE currently operating business which is located on Mr. Omari's property. Thus, I request that a study be done showing the affects that this ZTA has on Mr. Omari's property. Mr. Omari has invested in this City based upon the 2005 General Plan and Zoning Ordinance and, as a partner with you in this City's economic success, he and you deserve this study so that all ramifications are known. Time does not appear to be critical for this particular issue of the proposed ZTA and thus the "findings" of this study should be distributed to all interested parties for review before the next City Council vote on this issue. Therefore, I request that you defer voting on part 3 of this ZTA until all of the "findings" are complete.

Also, for a better understanding of the "need" for this proposed ZTA and as allowed for under the Calif. Public Records Act, I am requesting to review all documents and notes relating to the issue of "staff being approached regarding the inability of an existing auto parts related business to expand within the DC zone."

Finally, when investors invest in cities, one of the main things they look for is clear and solid zoning and a continuously upheld General Plan. This proposed ZTA (regarding auto parts sales) does NOT uphold the General Plan and is NOT a minor clarification. It is a major change to the General Plan, goes against the stated vision of the DC zone and is bad for the business environment of Banning.

Thank you for your consideration in this matter,

*Scott Munson*

Scott Munson (818-882-3203)

20649 TULSA ST  
CHATS WORTH, CA 91311

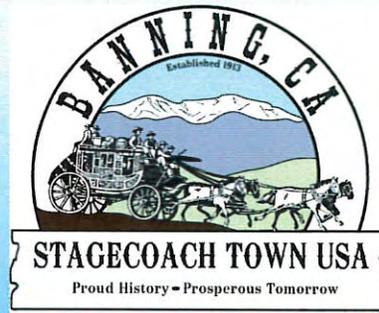


**Exhibit “B”**

**to the September 10, 2018, Adjourned Regular  
Meeting Minutes**

# RESOLUTION 2018-05UA

SEPTEMBER 10, 2018



## BACKGROUND

- IN JANUARY OF 1993 THE CITY COUNCIL DIRECTED STAFF TO EVALUATE POSSIBILITY OF CONTRACTING THE WASTEWATER TREATMENT PLANT (WWTP; WATER RECLAMATION FACILITY).
  - AT THAT TIME STAFF PRESENTED THE FOLLOWING REASONS FOR CONTRACTING OUT THE O&M OF THE WWTP
    - EXPECTED SAVINGS IN THE RANGE OF 20% TO 45%
    - EXPERIENCED CONTRACTOR WOULD EXTEND THE LIFE OF THE FACILITIES THROUGH MAINTENANCE PROGRAMS
    - GETTING AND REMAINING IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS
- IN JUNE, 1993 THE CITY OF BANNING AWARDED A CONTRACT TO JMM OPERATIONAL SERVICES, INC FOR THE O&M OF THE WWTP.
  - JMM OPERATION SERVICES, WAS LATER ACQUIRED BY UNITED WATER SERVICES, INC. ("UNITED WATER") BETWEEN 1993 AND 1998.
- THE CONTRACT WITH UNITED WATER WAS EXTENDED FROM 1998 TO 2003, 2003 TO 2013 AND AGAIN FROM 2013 TO 2018.

## SCOPE OF WORK/CONTRACT REQUIREMENTS

- PROVIDE FIVE (5) FULLTIME CERTIFIED OPERATORS (10,400 HOURS) TO STAFF WWTP 7 DAYS A WEEK, 8 HOURS DAYS, INCLUDING AFTER HOUR ON-CALL COVERAGE.
- OPERATION AND MAINTENANCE OF WWTP AND FOUR LIFT STATIONS INCLUDING:
  - PREVENTATIVE MAINTENANCE OF TREATMENT PLANT EQUIPMENT AND BUILDINGS
  - LANDSCAPE MAINTENANCE INCLUDES GROUNDS MAINTENANCE OF 69 ACRES
    - WEED ABATEMENT
    - EROSION ABATEMENT
    - PERCOLATION PONDS (10 PONDS, 25 ACRES)
      - DISCING, DEWEEDING, SLOPE MANAGEMENT
    - WEED ABATEMENT OF SLUDGE BEDS
    - IRRIGATION REPAIRS
    - LAWN AND TREE CARE

## SCOPE OF WORK/CONTRACT REQUIREMENTS

- PAY FOR CONSUMABLES (E.G. CHEMICALS, LUBRICANTS, OFFICE SUPPLIES, ETC.)
- PAY FOR CONTRACTED SERVICES
- PROVIDE A LAB ANALYSIS PROGRAM
- PAY FOR MINOR CAPITAL EXPENSES; UP TO \$2000/OCCURRENCE AT WWTP AND UP TO \$1500 AT LIFT STATIONS PER YEAR
- PERMITS AND REGULATORY REPORTING
- TECHNICAL SUPPORT (ENGINEERING, PROCESS AND COMPLIANCE)
- EFFLUENT DISCHARGES WILL AT ALL TIMES MEET THE REQUIREMENTS OF REGULATORY AGENCIES
- CURRENT BASE MONTHLY RATE OF \$58,681 (\$704,172/YEAR)
- CURRENT AGREEMENT IS SET TO EXPIRE IN SEPTEMBER 30, 2018

## PREVAILING WAGE IMPACTS TO CONTRACT

- CA PREVAILING WAGE REQUIREMENTS APPLY TO CONSTRUCTION, ALTERATION, DEMOLITION, INSTALLATION, REPAIR AND MAINTENANCE WORK DONE UNDER CONTRACT PAID IN WHOLE OR IN PART BY PUBLIC FUNDS.
- IT WAS AGREED THAT SEVERAL TASKS WITHIN THE SCOPE OF WORK OF THE O&M OF THE WWTP ARE CONSIDERED ACTIVITIES THAT ARE REQUIRED TO COMPLY WITH PREVAILING WAGE LAW.
- IT WAS ESTIMATED THAT 1,758 HOURS ARE SPENT ON PREVAILING WAGE ACTIVITIES.
  - 1,038 HOURS WERE WORKED AT AN HOURLY RATE LESS THAN THE PREVAILING WAGE RATE
- \$42,008 IS THE REQUIRED INCREASE TO THE CONTRACT TO PAY THE MINIMUM PREVAILING WAGE RATE; INCREASE OF 5.97% FROM CURRENT CONTRACT AMOUNT.
- THE NEW CONTRACT AMOUNT WOULD BE \$62,182/MONTH (\$746,180/YEAR).

## IN-HOUSE O&M OF WWTP

- THE BUDGET AND FINANCE COMMITTEE EXPRESSED INTEREST IN THE IN-HOUSE OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT/RECLAMATION PLANT
- STAFF PERFORMED A **LIMITED** SURVEY OF FOUR AGENCIES: CITY OF REDLANDS, CITY OF SAN BERNARDINO, CITY OF COACHELLA AND EASTERN MUNICIPAL WATER DISTRICT.
  - SURVEY DID NOT CONSIDER DIFFERENCES IN BENEFIT PACKAGES, DEDUCTIBLES (E.G. SOCIAL SECURITY, PERS CONTRIBUTIONS, ETC.)

POSITION	HOURLY RATES			COB FULLY BURDEN FACTOR	ESTIMATED FULLY BURDENED ANNUAL SALARIES		
	AVERAGE LOW	AVERAGE MEDIAN	AVERAGE HIGH		AVERAGE LOW	AVERAGE MEDIAN	AVERAGE HIGH
Chief Plant Operator	\$46.07	\$51.69	\$57.67	70.00%	\$162,892.91	\$182,781.14	\$203,931.73
O&M Tech 3	\$31.86	\$35.46	\$39.31	70.00%	\$112,670.22	\$125,393.63	\$138,993.09
O&M Tech 2	\$28.72	\$31.98	\$35.45	70.00%	\$101,560.11	\$113,083.05	\$125,345.90
O&M Tech 1	\$24.60	\$27.33	\$30.27	70.00%	\$86,983.83	\$96,654.79	\$107,034.72
O&M Tech 1/OIT*	\$20.97	\$23.27	\$25.76	70.00%	\$74,164.95	\$82,297.75	\$91,071.45
					<b>\$538,272.02</b>	<b>\$600,210.36</b>	<b>\$666,376.88</b>

\*OIT: OPERATOR IN TRAINER

	LOW	AVERAGE	HIGH
SUEZ CONTRACT	\$746,148	\$746,148	\$746,148
ESTIMATED FULLY BURDENED SALARIES	<\$538,272>	<\$600,210>	<\$666,377>
<b>ESTIMATED SAVINGS</b>	<b>\$207,876</b>	<b>\$145,938</b>	<b>\$79,771</b>
ESTIMATED ADDITIONAL EXPENSES (CHEMICALS, UTILITIES, FLEET, ETC.)	<\$80,000>	<\$80,000>	<\$80,000>
<b>ESTIMATED REVISED SAVINGS</b>	<b>\$127,876</b>	<b>\$65,938</b>	<b>&lt;\$229&gt;</b>

## RECOMMENDATION

- SUEZ HAS PROVEN TO BE A RESPONSIBLE CONTRACTOR CAPABLE OF EFFECTIVELY MANAGING THE WWTP.
- ITS IMPORTANT THAT THE CITY PRESERVE THE CONTINUED SUCCESSFUL O&M OF THE CITY'S WWTP.
- STAFF RECOMMENDS APPROVAL OF THE 2<sup>ND</sup> AMENDMENT TO THE CONTRACT WITH SUEZ:
  - ADJUSTMENT TO COMPENSATION RELATED TO PREVAILING WAGES
  - EXTENSION IN TERM FOR ONE (1) YEAR WITH OPTION TO RENEW FOR A SECOND YEAR.

## ALTERNATIVES

- REJECT AMENDMENT NO. 2
  - 300 DAYS TO FIND REPLACEMENT FOR SUEZ
- GIVE STAFF DIRECTION TO PREPARE FORMAL ANALYSIS FOR IN-HOUSE O&M
- GIVE STAFF DIRECTION TO PREPARE REQUEST FOR PROPOSALS (RFP) FOR THE O&M OF WWTP
  - NOTE: UPCOMING UPGRADES TO THE WWTP WILL CHANGE THE SCOPE OF WORK FOR THE O&M OF THE WWTP

# QUESTIONS?



MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

09/10/2018  
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on September 10, 2018, at 4:02 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. 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
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION potential initiation of litigation pursuant to Government Code Section 54956.9: One case
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8: Property description: APN's 541-240-009 and 541-250-009, west side of Banning Municipal Airport property. City Negotiator: Art Vela, Public Works Director – Negotiating Party: Andy Marocco; Under Negotiation: Price and Terms

The Meeting convened to closed session at 4:03 p.m. and reconvened to open session at 4:48 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:48 p.m.

Minutes Prepared by:

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Sonja De La Fuente, Deputy City Clerk

A special joint meeting of the Banning City Council was called to order by Mayor Moyer on September 10, 2018 at 3:01 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL/BOARD MEMBERS PRESENT: Council Member Andrade  
Council Member Franklin (arrived at 3:11 p.m.)  
Council Member Peterson  
Council Member Welch  
Mayor Moyer

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Rochelle Clayton, Interim City Manager  
Kevin Ennis, City Attorney  
Patty Nevins, Community Development Director  
Michelle Devoux, Fire Marshal  
Art Chacon, Senior Code Compliance Officer  
Sonja De La Fuente, Deputy City Clerk

WORKSHOP

1. Potential Regulations of Retail Cannabis

Community Development Director Patty Nevins and Maricela Marroquin, Senior Attorney with Richards Watson and Gershon, presented a PowerPoint (see Exhibit "A").

Council Member Andrade asked about the City's ability to create its own regulations and amend certain state laws. Maricela explained that Proposition 64 includes provisions allowing City's that allow cannabis businesses to regulate these businesses, however there may be a potential conflict.

Council Member Andrade asked if cities can limit the number of cannabis businesses. City Attorney Ennis explained the City could determine a cap, however there could be challenges.

Council Member Franklin asked how long the state license application takes to process. Maricela advised that there is not a specific timeline, however it appears to take approximately a month.

Council Member Welch explained that the state and local taxation is contentious. He also pointed out that the geography related to where businesses are allowed addresses the limits issue.

The Mayor opened Public Comment.

John Hagan requested everyone keep in mind that these businesses will increase crime in the City and police will be needed, as security is not there for the surrounding areas.

Seeing no further comments, the Mayor closed Public Comment.

Council Member Peterson explained how the City has come to this point and it has now been deferred to the public to decide whether or not they would like it legal in the City on the November ballot.

Council Member Welch expressed his concern with criminal activity occurring more so with it being illegal, as there is additional enforcement power if it is legal.

Community Development Director Nevins will adjust the distance from schools/daycares to 600 feet and leave 200 feet from residential zoning, bring to Planning Commission for consideration in October then back to Council at the second meeting in October.

#### ADJOURNMENT

By common consent the meeting adjourned at 3:38 p.m.

Minutes Prepared by:

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Sonja De La Fuente, Deputy City Clerk

**These Action Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=4OlgHFvVjWr6> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

**Exhibit “A”**

**to the September 10, 2018**

**3:00 P.M. Special City Council Meeting**

# Cannabis Workshop

## City Council Workshop

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

September 10, 2018  
3:00 P.M.



The logo for Stagecoach Town USA features a circular emblem with a stagecoach and the text 'STAGECOACH TOWN USA' and 'World Gateway to Pleasanton, California' below it.

# Overview

- Ad hoc committee meetings
- State licensing definition - Retail
- Banning vote on Proposition 64
- Ad hoc committee recommendations regarding cannabis retailer regulations

## Cannabis Ad Hoc Committee

- At the June 27, 2017 City Council meeting, Council established a Marijuana Ad Hoc Committee, including Councilmembers Peterson and Welch, to work with staff on exploring the possibility of allowing cannabis uses within the City.
- The Ad Hoc Committee reviewed and provided recommendations on allowing and regulating commercial cannabis uses (indoor cultivation, manufacturing level 1, and testing laboratories) subject to voter passage of an associated tax measure, which recommendations ultimately resulted in ordinances by the City Council.
- The purpose of this workshop is to discuss Ad Hoc Committee recommendations pertaining to retail cannabis uses.

## Retailer

State has two license categories for cannabis retailers:

- Retailer (storefront): Sells cannabis goods to customers at its premises or by delivery. A retailer must have a licensed physical location (premises) where commercial cannabis activities are conducted.
- Retailer (nonstorefront): Sells and delivers cannabis goods to customers. A retailer (nonstorefront) must have a licensed premises, but it is not open to the public.

## How the Banning Electorate Voted on Proposition 64

- Banning voters opposed Proposition 64 (56% opposed versus 44% in favor)
- 5,213 voted against Proposition 64 and 4,215 voted in favor

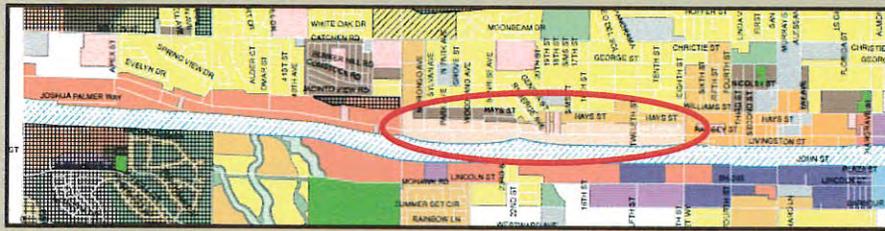


## Limits on Locations of Cannabis Retailers

- State requires that cannabis business be located at least 600 feet from a day care center, youth center or school providing instruction in kindergarten, or grades 1-12.
- Distance requirements from sensitive uses  
200 feet from residential recommended
- Distance requirement from other cannabis businesses  
2,700 feet between retail cannabis businesses; this number will need to be reviewed to determine if it is supportable.

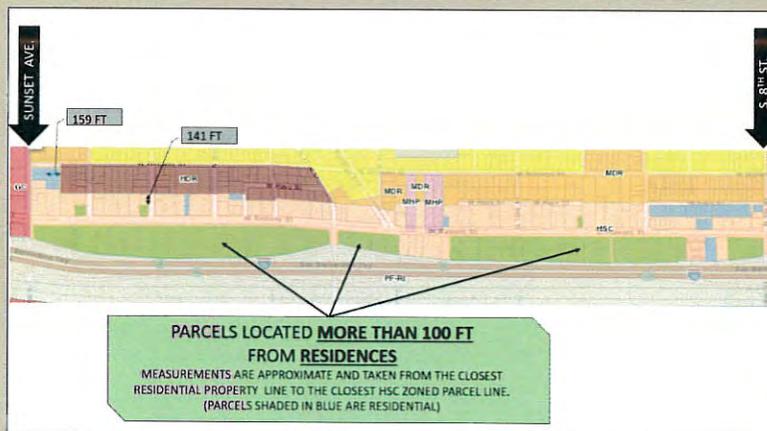
## Highway Serving Commercial Zoning

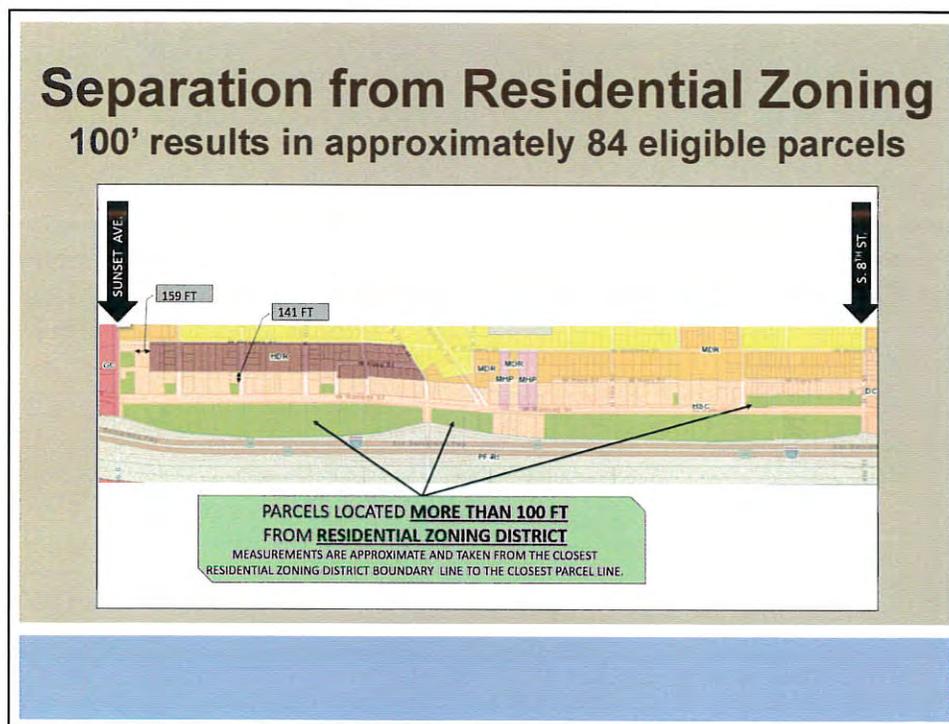
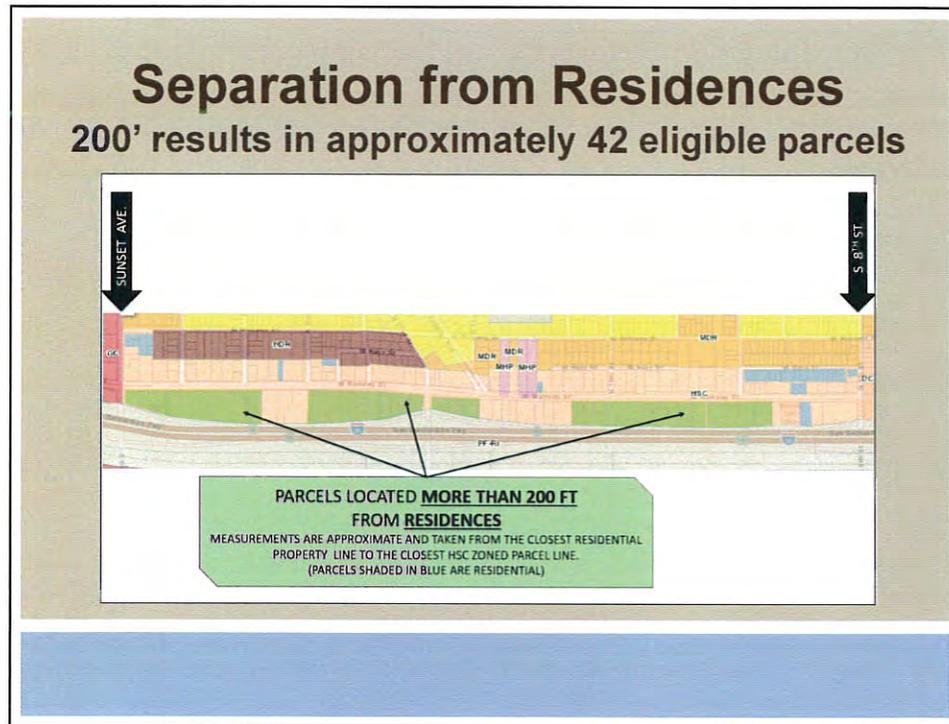
The Ad Hoc Committee recommended that Retail Cannabis uses be limited to the Highway Serving Commercial zoning district.

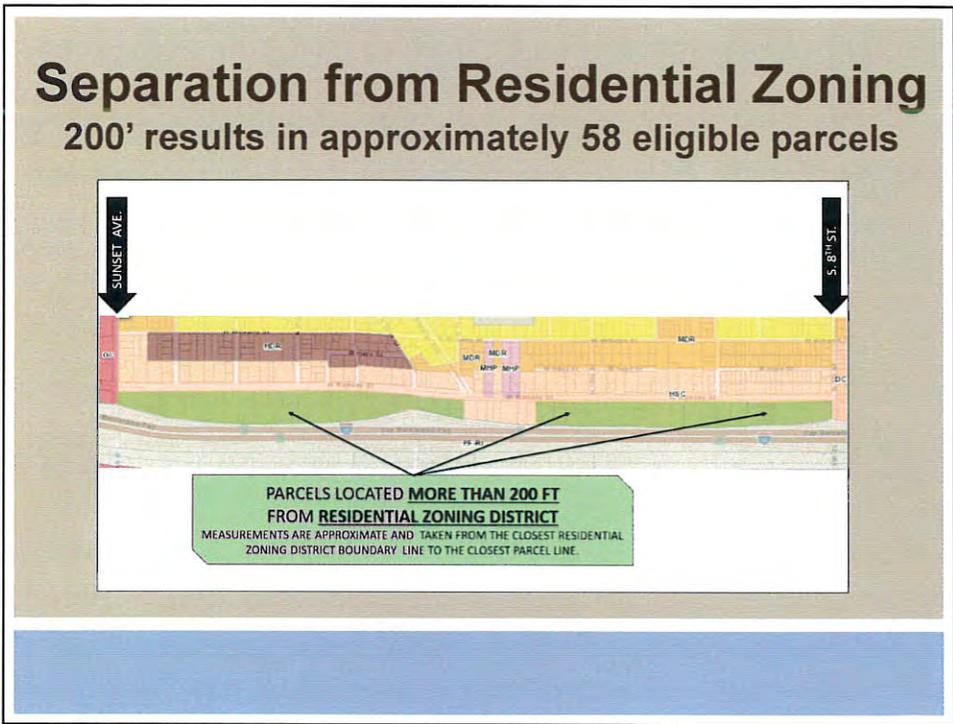


## Separation from Residences

100' results in approximately 57 eligible parcels







- ### Regulations To Be Included in CUP Ordinance
- Security: Guard, surveillance, alarms
  - Cannabis cannot be visible from outside the building
  - Ventilation regulations: install ventilation and filtration systems to prevent odors generated from the cannabis business from escaping the buildings so odors cannot be detected outside of the building
  - Signage: restriction on use of graphics, illumination, numbers, size

## Additional Regulations

- Hours of operation limited to between 8:00am and 10:00pm
- No on-site consumption
- Indemnification
- Other regulations?

## Regulatory Permit

- Amendment to Title 5 of the Municipal Code to allow the issuance of a regulatory permit to cannabis businesses.
- The regulatory permit would include background check, operation regulations, and additional regulations.

## **Cannabis Retailer Conditional Use Permit**

- Amendment to Title 17 of the Municipal Code to allow consideration of a Cannabis Retailer Conditional Use Permit to allow retail cannabis businesses.
- Cannabis Retailer Conditional Use Permits would be reviewed by Planning Commission for recommendation and final approval by the City Council.

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A regular meeting of the Banning City Council was called to order by Mayor Moyer on September 11, 2018, at 5:01 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: Council Member Andrade  
Council Member Peterson

OTHERS PRESENT Rochelle Clayton, Interim City Manager  
Art Vela, Public Works Director  
Robert Meteau, Deputy Human Resources Director  
Sonja De La Fuente, Deputy City Clerk  
Laurie Sampson, Executive Assistant  
Leila Lopez, Office Specialist

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

REPORT ON CLOSED SESSION

None

PUBLIC COMMENTS / CORRESPONDENCE / PRESENTATIONS / APPOINTMENTS

PUBLIC COMMENTS

None

CORRESPONDENCE

None

PUBLIC HEARING

1. Resolution 2018-110, Approving the Rate Adjustment for the Collection, Transportation and Disposal of Solid Waste Services and Approving the Execution of the Fifth Amendment to the Franchise Agreement with Waste Management.

Public Works Director Art Vela presented the staff report as contained in the Agenda packet.

The Mayor asked staff to confirm whether or not Council directed staff to issue a Request for Proposals.

The Mayor opened the Public Hearing.

John Hagan would like to know why the CPI is based on the Long Beach/Anaheim area then in 2020 it is based on this area. He mentioned Waste Management chooses between charging CPI or the increase in tipping fee.

Director Vela explained the CPI for this area is new and won't be available until 2020.

Ivy Wilson expressed her objection to the rate increase, requested clarity on why a rate increase is needed, and asked the Council not to approve.

Ellen Carr advised that a profit is the bottom line for Waste Management and hers is survival. She expressed her exhaustion with prices going up on everything.

Jerry Westholder expressed concern with electric rates increasing in 2014, water rates increased recently, and now trash rates.

Public Works Director Vela explained the new Riverside/San Bernardino/Ontario Consumer Price Index (CPI) is not available to use until 2020. He confirmed that per the agreement, Waste Management has the option to charge either the CPI or the County's increase in landfill tipping fee, whichever is higher.

Council Member Welch asked about issuing a Request for Proposals (RFP). There was discussion regarding issuing a RFP. Director Vela advised staff will prepare an RFP for release prior to the contract expiration date in 2021.

Council Member Franklin asked what would happen to the City's service if the rate increase is not approved. Director Vela advised that Waste Management could end their services in 180 days. There was discussion regarding the State's requirements of the City and Director Vela advised it would not be good for the City to not have a waste hauler.

Council Member Welch directed everyone to review the rate comparison chart (see Exhibit "A"). Clara Vera with Waste Management asked everyone to consider the population, commercial business based in the City and programs provided under the agreement. Director Vela provided an example that Burrtec who services the desert cities has less of a distance to travel so that component would affect their rate versus the City of Banning's.

John Hagan asked if the City charges Waste Management for billing and Public Works Director Vela confirmed the City charges a 10% franchise fee.

Jerry Westholder asked if Waste Management makes money on recyclables. The Mayor confirmed they do, but advised that a recent issue is that China ceased purchasing most recyclables. This does affect Waste Management's profit.

Interim City Manager Clayton explained that due to all of the costs going up, including fuel, affects companies like Waste Management, which is why CPI increases are included in the agreement.

Val Westholder believes the smaller trash bins are cheaper and can be requested from Waste Management. The Mayor advised he is unaware of a price difference. Clara Vera with Waste Management advised they do offer different size carts. Interim City Manager Clayton advised that there is not a price difference in rates depending on cart size.

Council Member Franklin would like information brought back indicating what programs are included in Waste Management's services and if some were reduced whether or not the rate would be impacted.

**Motion Franklin/Welch to continue the Public Hearing to the next regular City Council Meeting scheduled for September 25, 2018. Motion carried 3-0.**

#### ANNOUNCEMENTS & REPORTS

None

#### CITY COUNCIL COMMITTEE REPORTS

None

#### REPORT BY CITY ATTORNEY

None

#### REPORT BY CITY MANAGER

None

#### ITEMS FOR FUTURE AGENDAS

None

#### ADJOURNMENT

By common consent the meeting was adjourned at 5:43 P.M.

Minutes Prepared by:

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Sonja De La Fuente, Deputy City Clerk

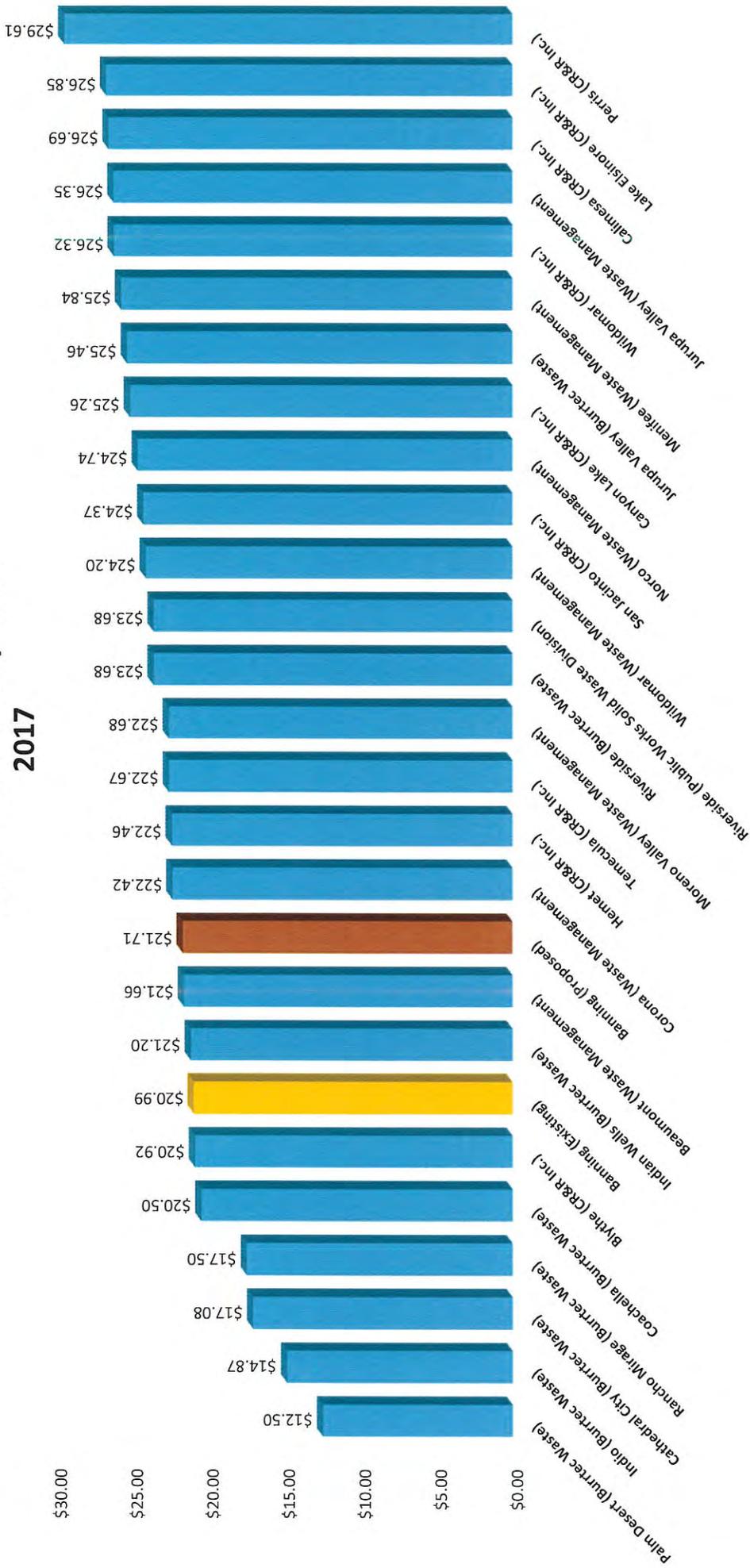
**These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=6HjKmOtLIW7s> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

**Exhibit “A”**

**to the September 11, 2018, Regular Meeting Minutes**

# RATE COMPARISON

## Residential Monthly Rates 2017





**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:** September 25, 2018

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

**RECOMMENDATION:**

That City Council review and ratify the warrants for period ending **July 31, 2018**, per California Government Code Section 37208.

**WARRANT SUMMARY:**

Description	Payment #	Amount	Total Amount
<b>Checks:</b>			
Checks Issued during Month	165271 - 165567	\$ 2,372,564.14	
Voided / Reissue Check		\$ 166.77	
<b>Check Total</b>			<b>\$ 2,372,397.37</b>
<b>Wires Total</b>	<b>985</b>		<b>\$ 2,067,298.61</b>
<b>ACH payments:</b>			
	9006267 - 9006287		
Payroll Direct Deposit 7/6/2018		\$ 402,254.43	
Payroll Direct Deposit 7/20/2018		\$ 412,156.44	
Other Payments		\$ 3,224,517.96	
<b>ACH Total</b>			<b>\$ 4,038,928.83</b>
<b>Payroll Checks:</b>			
	11479 - 11525		
Payroll - Regular 7/6/2018		\$ 6,146.93	
Payroll - Regular 7/20/2018		\$ 7,008.75	
Manual Checks 7/23 & 7/26/2018		\$ 1,693.82	
<b>Payroll Check Total</b>			<b>\$ 14,849.50</b>
<b>Total Warrants Issued for July 2018</b>			<b>\$ 8,493,474.31</b>

**ATTACHMENTS:**

- Fund List
- Warrant List July 2018
- Warrant List Detail July 2018
- Voided Check Log – July 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:



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Rochelle Clayton  
Interim City Manager

# CITY of BANNING

## Fund/Department Legend

*Fund/Department Legend*

### 0001 General Fund Departments

0001 – General  
 1000 – City Council  
 1200 – City Manager  
 1210 – Economic Development  
 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  
 4050 – Senior Center  
 4060 – Sr. Center Advisory Board  
 4500 – Central Services  
 4800 – Debt Service  
 5400 – Community Enhancement

### Special Revenue Funds

002 – Developer Deposit Fund  
 003 – Riverside County MOU  
 005 – Successor Agency Admin Fund  
 100 – Gas Tax Street Fund  
 101 – Measure A Street Fund  
 102 – RMRA (SB1) Gas Tax 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  
 150 – State Park Bond Fund  
 190 – Housing Authority Fund  
 200 – Special Donation Fund  
 201 – Sr. Center Activities Fund  
     4050 - Senior Center  
     4060 - Senior Center Advisory Board  
 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

### Capital Improvement Funds

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

### Banning Utility Authority Funds

660 – Water Fund  
 661 – Water Capital Facilities  
 663 – BUA Water Capital Project Fund  
 669 – BUA Water Debt Service Fund  
 680 – Wastewater Fund  
 681 – Wastewater Capital Facility Fund  
 683 – BUA Wastewater Capital Project Fund  
 685 – State Revolving Loan Fund  
 689 – BUA Wastewater Debt Service Fund  
 662 – Irrigation Water Fund  
 682 – Wastewater Tertiary

### Enterprise Funds

600 – Airport Fund  
 610 – Transit Fund  
     5800 - Transit  
     5850 - Dial-A-Ride  
 690 – Refuse Fund  
 670 – Electric Fund  
     7000 - Electric  
     7010 - Generation & Transmission  
 672 – Rate Stability Fund  
 673 – Electric Improvement Fund  
 674 – '07 Electric Revenue Bond Project Fund  
 675 – Public Benefit Fund  
 678 – '07 Electric Revenue Bond Debt Service Fund

### Internal Service Funds

700 – Risk Management Fund  
     5020 - Workers Compensation  
     5030 - Unemployment Insurance  
     5040 - Liability Insurance  
     5300 - City Attorney  
 702 – Fleet Maintenance  
 703 – Information Systems Services  
 761 – Utility Billing Administration  
     3100 - Account & Collection Service  
     3110 - Meter Reading Service

### Successor Agency Funds

805 – Redevelopment Obligation Retirement Fund  
 810 – Successor Housing Agency  
 830 – Debt Service Fund  
 840 – Bond Expenditure Agreement (BEA) Project Fund  
 841 – Bond Expenditure Agreement (BEA) Low/Mod Fund  
 850 – Successor Agency  
 855 – 2007 TABS Bond Proceeds - Replaced by Fund 840  
 856 – 2003 TABS Bond Proceeds - Replaced by Fund 840  
 857 – 2003 TABS Bond Proceeds Low/Mod - Replaced by Fund 841

**City of Banning  
Warrant List July 2018**

Warrant Number	Vendor Name	Warrant Amount
985	RIVERSIDE PUBLIC UTILITIES	2,067,298.61
165271	ARROW STAFFING SERVICE	4,157.04
165272	AT&T MOBILITY	1,099.52
165273	BANNING POLICE OFFICERS ASSOC	2,400.00
165274	BLUE SHIELD OF CALIFORNIA	76,511.36
165275	BROOKS, MILDRED	128.14
165276	CALIFORNIA LAW ENFORCE ASSN	637.00
165277	CALIFORNIA WATER ENVIRONMENT	85.00
165278	CALIFORNIA WATER ENVIRONMENT	85.00
165279	CALIFORNIA WATER ENVIRONMENT	85.00
165280	CALLAHAN, BRIAN	40.00
165281	DEUSENBERRY, DANIEL	12.00
165282	DIVISION OF THE STATE ARCHITECT	212.00
165283	FELIX, ALBERTO	12.00
165284	FRONTIER COMMUNICATIONS	102.77
165285	I.B.E.W. LOCAL 47	7,925.25
165286	I.B.E.W. LOCAL 47 (PAC)	60.00
165287	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,112.16
165288	ICMA RETIREMENT TRUST 457	995.69
165289	INTERNATIONAL ECONOMIC DEVELOPMENT	420.00
165290	JACOBY, ELAINE	132.97
165291	JAUREGUI, ROBERTO	12.00
165292	JC IMP EXP, INC	96.31
165293	JIMENEZ, LINDA	12.00
165294	KAISER FOUNDATION HEALTH	45,355.71
165295	KWON, PETE MORRIS	14.28
165296	NATIONWIDE RETIREMENT SOLUTIONS	3,956.11
165297	PARS	1,708.76
165298	PETTY CASH CUSTODIAN - CITY YARDS	141.62
165299	RIV. CO. CLERK RECORDER	88.00
165300	RYAN, STEVEN	32.16
165301	SAN BERNARDINO PUBLIC EMPLOYEES	878.87
165302	SHERWOOD JR, EDWIN GLEN	76.24
165303	SHOVE, TED	560.77
165304	SMITH, BRANDON	60.00
165305	TIME WARNER CABLE	66.91
165306	AILA, GREBELL	115.25
165307	ALLIANT INSURANCE SERVICES, INC	7,808.00
165308	AMERICAN FORENSIC NURSES	120.00
165309	ANIXTER, INC	972.98
165310	BIO-TOX LABORATORIES	726.50
165311	BRIONES, REYNALDO	270.00
165312	CALIFORNIA MUNICIPAL UTILITIES	23,523.00
165313	CALIFORNIA-NEVADA J.A.T.C.	5,800.00
165314	CALIFORNIA, STATE OF	35.00
165315	CALIFORNIA, STATE OF	1,409.00
165316	EDGELL, ANNIE	133.00
165317	ELECTRIC POWER SYSTEMS INT, INC.	60,000.00
165318	ENVIRONMENTAL KLEAN-UP DBA	7,566.45
165319	ENZ, BARBARA	160.36
165320	FRONTIER COMMUNICATIONS	2,082.41
165321	GAS COMPANY, THE	235.11
165322	GOVERNMENT STAFFING SERVICES, INC	2,380.00
165323	HAMPTON, PATRICIA	198.02
165324	INFOSEND, INC	1,731.65

**City of Banning**  
**Warrant List July 2018**

Warrant Number	Vendor Name	Warrant Amount
165325	IRON MOUNTAIN INFORMATION MGMT, LLC	407.78
165326	JACKSON LEWIS PC	342.00
165327	LOFTIS, MILDRED	94.77
165328	MAXEY, DAVID	85.71
165329	MEZA, TOMMY & GLORIA	116.03
165330	NEVINS, PATTY	1,905.00
165331	ONE SOURCE DISTRIBUTORS	210.11
165332	P&P UNIFORMS	1,359.68
165333	PRE-PAID LEGAL SERVICES, INC	285.95
165334	PROFORCE LAW ENFORCEMENT	10,951.50
165335	PUBLIC AGENCY RETIREMENT SERVICES	300.00
165336	PUBLIC ENTITY RISK MANAGEMENT	983,730.25
165337	RECORD GAZETTE, THE	197.10
165338	RELIABLE WORKPLACE SOLUTIONS	110.55
165339	RIV. CO. SHERIFF'S DEPT.	139.00
165340	RIVERSIDE, COUNTY OF	6,359.59
165341	ROWELL, JOYCE	149.76
165342	SAIGEON, DORIS & JOHN	122.77
165343	SAN GORGONIO PASS DESIGN AND PRINT	43.10
165344	SANDERS, ROBERT	147.11
165345	SAYESKI, CHRISTOPHER	3,762.08
165346	SHRED-IT USA, LLC	97.20
165347	SIRCHIE FINGER PRINT LABORATORIES	215.82
165348	SKINNER, DEBORAH & ROY	114.82
165349	STAPLES BUSINESS ADVANTAGE	65.57
165350	STONE, IDA	73.50
165351	SUEZ BANNING	56,533.00
165352	TELEPACIFIC COMMUNICATIONS	2,849.29
165353	TIME WARNER CABLE	89.57
165354	U.S. BANK	3,377.50
165355	UNDERGROUND SERVICE ALERT	145.30
165356	UNITED STATES POSTAL SERVICE	5,000.00
165357	UTILITY TREE SERVICE	4,400.00
165358	VERIZON WIRELESS	14.04
165359	VERSATILE INFORMATION PRODUCTS	175.43
165360	WEBSTER, LON	147.25
165361	AIRWAVE COMMUNICATIONS ENTERPRISES	1,225.78
165362	ALBERT A. WEBB ASSOCIATES	935.25
165363	ALL STAR GLASS, INC.	562.36
165364	AMERICAN FORENSIC NURSES	600.00
165365	ANDERSON, MICHAEL	176.59
165366	ANGEL AGUILA AKA A&A DJ	900.00
165367	ANIXTER, INC	2,200.69
165368	AT&T CALNET 2	1,257.91
165369	BABCOCK LABORATORIES, INC	3,720.00
165370	BEAUMONT CHERRY VALLEY WATER	3,423.84
165371	BEAUMONT DO IT BEST HOME CENTER	132.87
165372	BT SUPPLIES WEST	1,057.54
165373	C A P E ACCOUNTING	45.00
165374	CA. ST. BOARD OF EQUAL. - FUEL	631.04
165375	CALIFORNIA WATER ENVIRONMENT	180.00
165376	CALIFORNIA, STATE OF	3,632.98
165377	CANON FINANCIAL SERVICES, INC	1,184.35
165378	CHARLES ABBOTT ASSOCIATES, INC	26,722.53
165379	CIVICPLUS	13,642.12

**City of Banning  
Warrant List July 2018**

Warrant Number	Vendor Name	Warrant Amount
165380	CLA-VAL	10,424.09
165381	COFFEY, BENJAMIN	340.01
165382	COMMERCIAL DOOR COMPANY, INC	2,998.00
165383	COOPERATIVE PERSONNEL SVCS.	522.50
165384	CORE MICROSYSTEMS	3,683.00
165385	CORELOGIC INFORMATION SOLUTIONS INC	66.68
165386	COSTAR REALTY INFORMATION, INC	87.95
165387	DANGELO CO	6,980.58
165388	DESTEFANO JR, FRED	98.59
165389	DIRECTV	23.25
165390	DONALD MCCARTY	160.00
165391	ECCLESTONE, CHERYL	133.53
165392	EPSILON ENGINEERING	168,098.60
165393	FALCON, ESTHER	160.14
165394	FRONTIER COMMUNICATIONS	2,377.66
165395	GOLDEN BELL PRODUCTS INC	17,952.50
165396	GUTIERREZ, HUMBERTO	82.90
165397	HARPER, KRIS	250.00
165398	HAWLEY, ANTOINETTE LEYBA-	359.80
165399	HIX, ROBERT L	184.73
165400	HOME DEPOT #8987	99.41
165401	HR GREEN PACIFIC, INC	923.00
165402	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,187.57
165403	ICMA RETIREMENT TRUST 457	995.69
165404	INNOVATIVE FEDERAL STRATEGIES	3,500.00
165405	JENNIFER CANELLI	400.00
165406	JORGINA LUCAS	60.00
165407	L.O.LYNCH QUALITY WELLS & PUMPS INC	82,338.40
165408	LEIDOS ENGINEERING, LLC	857.66
165409	LEXISNEXIS RISK SOLUTIONS	100.00
165410	LIN, PAUL	68.33
165411	LITHOPASS PRINTING, FORMS,	234.36
165412	LOCKLIN, SANDRA	144.32
165413	LSA ASSOCIATES, INC	87.50
165414	MARTIN, VALERIA	2,198.22
165415	MCFARLAND, SHIRLEY & LEO	41.87
165416	MERLIN JOHNSON CONSTRUCTION, INC	1,080.00
165417	MIRANDA, AUGUSTINE G	21.13
165418	NATIONWIDE RETIREMENT SOLUTIONS	3,956.11
165419	NOLAN, MIKE	3,000.00
165420	ORTIZ &, ELVIN	116.65
165421	P&P UNIFORMS	1,540.80
165422	PARS	1,758.53
165423	PAYPRO ADMINISTRATORS	248.00
165424	PHEBUS &, DAVID	2.74
165425	PRECIADO, GISELL	6.87
165426	PREMIER PAVING INC	266.52
165427	PRESS-ENTERPRISE, THE	393.04
165428	RANDALL, ANNE	67.70
165429	RECORD GAZETTE, THE	558.45
165430	RIV. CO. HEALTH SVCS AGENCY	146.00
165431	ROTUNNO, LEONA E MAYFIELD	85.69
165432	ROXANNE MORALES	250.00
165433	SAN GORGONIO PASS DESIGN AND PRINT	114.22
165434	SAN GORGONIO PASS WATER AGENCY	17,752.00

**City of Banning**  
**Warrant List July 2018**

Warrant Number	Vendor Name	Warrant Amount
165435	SANTANA, NINA	15.21
165436	SANTANA, VICTORIA & MIGUEL	45.70
165437	SCHENDEN, LAURIE K	168.37
165438	SCHUELKE, RONALD	99.38
165439	SERVICE SCAPE	9,308.00
165440	SMART & FINAL	605.53
165441	SMITH, BRANDON	621.00
165442	SNEDEKER &, WILLIAM	128.81
165443	SOLEX	174.95
165444	SOUTHERN CALIFORNIA EDISON	58.87
165445	SOUTHERN CALIFORNIA JOINT POLE	759.14
165446	STANTEC CONSULTING SERVICES, INC	10,393.58
165447	STAPLES BUSINESS ADVANTAGE	6,512.51
165448	STUART, HOLLY	116.33
165449	SZOYKA, CARL	239.92
165450	THOMPSON, MISSCERA	8.23
165451	TIMOTHY RENSLOW	295.25
165452	TOMASSI, JANET	105.48
165453	TURBO DATA SYSTEMS INC	376.96
165454	UTILITY TREE SERVICE	4,400.00
165455	VANG, MAY & XANG	29.95
165456	VANGUARD UTILITY SERVICE, INC	3,617.04
165457	VERIZON WIRELESS	795.96
165458	VOGELHUT, KEVIN J & RENEE A	89.76
165459	VULCAN MATERIALS	1,492.21
165460	WANG, JING	120.69
165461	WEST COAST SAND & GRAVEL, INC.	399.42
165462	WOODSTOCK, WARREN	250.00
165463	ZENNER PERFORMANCE METERS, INC	100.00
165464	ZHOU, MIN	93.57
165465	A JUMP N PARTY, INC	2,556.00
165466	ADVANCE WORKPLACE STRATEGIES INC	57.00
165467	AIRGAS USA, LLC	500.00
165468	AL'S KUBOTA TRACTOR	876.18
165469	ALBERT A. WEBB ASSOCIATES	2,941.50
165470	ALL STAR GLASS, INC.	654.44
165471	ALLSUP CORPORATION	500.00
165472	AMERICAN CAPITAL ENT, INC	104.50
165473	AMERICAN FORENSIC NURSES	800.00
165474	AMERICAN NATIONAL RED CROSS	94.31
165475	AMERICAN WATER WORKS ASSN	269.00
165476	ARROW STAFFING SERVICE	1,234.93
165477	ARTISTIC MAINTENANCE, INC.	3,640.00
165478	BABCOCK LABORATORIES, INC	458.00
165479	BEAR COMMUNICATIONS, INC	357.73
165480	BEAUMONT CHAMBER OF COMMERCE	20.00
165481	BEAUMONT DO IT BEST HOME CENTER	392.50
165482	BEAUMONT SAFE & LOCK	6.95
165483	BENHAR, DIANA T	597.80
165484	BERRES, MARK	70.70
165485	BLANK, BARBARA	5.34
165486	BLUE SHIELD OF CALIFORNIA	69,224.01
165487	BURLINGTON SAFETY LABORATORY	3,401.12
165488	CA. ST. DEPT OF TRANSPORTATION	1,509.51
165489	CA. ST. DEPT. OF CONSERVATION	473.62

**City of Banning  
Warrant List July 2018**

Warrant Number	Vendor Name	Warrant Amount
165490	CALIF BUILDING STANDARDS COMMISSION	41.40
165491	CALIFORNIA DEPT OF TAX AND FEE ADMN	9,036.00
165492	CALLAHAN, BRIAN	79.60
165493	CELL BUSINESS EQUIPMENT (CBE)	272.61
165494	CHARLES ABBOTT ASSOCIATES, INC	12,194.95
165495	COUNSELING TEAM INTERNATIONAL, THE	700.00
165496	COZAD & FOX, INC	2,304.80
165497	DANIELS TIRE SERVICE	1,506.21
165498	DAVID, CAROLINE	83.48
165499	DIAMOND ENVIRONMENTAL SERVICES	502.98
165500	DOMINIC ROCHA BAND	1,000.00
165501	ELITE FIRE PROTECTION	280.95
165502	FEDEX	114.83
165503	FLEET SERVICES INC	76.51
165504	FORTEL TRAFFIC, INC.	350.00
165505	FOX OCCUPATIONAL MEDICAL CENTER	130.00
165506	FRONTIER COMMUNICATIONS	883.79
165507	GARDA CL WEST INC	121.15
165508	GAS COMPANY, THE	69.90
165509	GOVERNMENTJOBS.COM, INC	12,839.00
165510	GROSS, IRMA & SCOTT	24.25
165511	HAHN, MICHAEL	250.00
165512	HOME DEPOT #8987	298.65
165513	HOO, JILL G	28.00
165514	JAUREGUI, ROBERTO	12.00
165515	JORBINA-LOBATON, ROXANE	250.00
165516	KAISER FOUNDATION HEALTH	50,002.15
165517	KELLY, PATRICK	12.00
165518	KOLLER, MARIE V.	14.70
165519	KRUEGER, BONNIE	50.00
165520	LIEBERT CASSIDY WHITMORE	4,905.00
165521	M BREY ELECTRIC, INC	738.85
165522	MINIBISHI ELECTRIC & ELECTRONICS	303.80
165523	MMJ SOLUTIONS, INC	1,875.00
165524	NORTHWEST PUBLIC ASSOCIATION	350.00
165525	O'REILLY AUTO PARTS	1,055.93
165526	OFFICE DEPOT	420.76
165527	ONLINE INFORMATION SERVICES	30.00
165528	PACKHAM & TOOMEY, INC	125.00
165529	PALMER, EDITH	263.02
165530	PARKHOUSE TIRE, INC.	73.49
165531	PETTY CASH CUSTODIAN-COMM SVCS	92.03
165532	PETTY CASH CUSTODIAN-SR CENTER	75.42
165533	PRESCHER, WANDA CHARLENE	11.07
165534	PRESS-ENTERPRISE, THE	415.80
165535	PRUDENTIAL OVERALL SUPPLY	77.10
165536	RED HAWK SERVICES	2,517.48
165537	REZA, OSCAR	200.00
165538	RIV. CO. CLERK RECORDER	22.00
165539	RIV. CO. SHERIFF'S DEPT.	130.00
165540	ROMERO, DIANA	46.46
165541	RON'S BEE SERVICE	100.00
165542	ROW TRAFFIC SAFETY, INC	203.43
165543	RUEHLE, TARA SHAWN M	143.50
165544	SAN GORGONIO PASS DESIGN AND PRINT	51.72

**City of Banning  
Warrant List July 2018**

Warrant Number	Vendor Name	Warrant Amount
165545	SCCI, INC DBA	250.00
165546	SMITH, LOIS E	14.00
165547	SONSRAY MACHINERY LLC	651.02
165548	SOUTHERN CALIFORNIA EDISON	1,925.03
165549	SOUTHERN CALIFORNIA GAS CO	2,402.67
165550	STAPLES BUSINESS ADVANTAGE	1,048.41
165551	SUN LIFE FINANCIAL	20,896.17
165552	SUPERION	473.05
165553	TA, HAI	118.04
165554	TELEPACIFIC COMMUNICATIONS	2,844.95
165555	THE RADAR SHOP INC	301.50
165556	THORNBURY, PATRICIA & DONNA	88.88
165557	THORNTON, MEL	129.57
165558	TIME WARNER CABLE	37.45
165559	TYKODI, THOMAS N	6.06
165560	URBAN HABITAT ENV. LANDSCAPES	83,002.26
165561	UTILITY TREE SERVICE	3,300.00
165562	VERIZON WIRELESS	3,036.29
165563	WASTE MANAGEMENT OF THE	253,461.56
165564	WESTERN ENERGY INSTITUTE	435.00
165565	WESTRUX INTERNATIONAL INC	211.53
165566	XC2 SOFTWARE, LLC	5,500.00
165567	YANG, CHE	33.33
9006267	WELLS FARGO BANK	403,254.43
9006268	CA. ST. BOARD OF EQUALIZATION	563.00
9006269	CA. ST. EMPLOYMENT DEV. DEPT.	21,045.27
9006270	INTERNAL REVENUE SERVICE	145,070.12
9006271	TASC	4,483.56
9006272	WELLS FARGO BANK	500.00
9006273	CALPERS 457 PLAN - 450260	60,376.78
9006274	CA. ST. PUBLIC EMPLOYEES	89,564.22
9006275	WELLS FARGO BANK	412,156.44
9006276	CA. ST. EMPLOYMENT DEV. DEPT.	21,236.23
9006277	INTERNAL REVENUE SERVICE	145,350.49
9006278	TASC	4,483.56
9006279	CA. ST. PUBLIC EMPLOYEES	1,466,885.00
9006280	CA. ST. PUBLIC EMPLOYEES	1,139,329.00
9006281	CA. ST. PUBLIC EMPLOYEES	3,049.00
9006282	CA. ST. PUBLIC EMPLOYEES	1,016.00
9006283	WELLS FARGO BANK	400.00
9006284	CA. ST. EMPLOYMENT DEV. DEPT.	94.22
9006285	INTERNAL REVENUE SERVICE	652.93
9006286	CALPERS 457 PLAN - 450260	35,150.71
9006287	CA. ST. PUBLIC EMPLOYEES	85,267.87
<b>Grand Total</b>		<b>8,479,791.58</b>
	<b>Less Voided / Reissued Checks from Prior Period</b>	
	<b>Less Voided Checks Prior Period</b>	<b>(166.77)</b>
	<b>Add Payroll Checks</b>	<b>14,849.50</b>
	<b>Total Remittance for Month</b>	<b><u>8,494,474.31</u></b>

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
985	7/10/2018	RIVERSIDE PUBLIC UTILITIES	2015				
165271	7/5/2018	ARROW STAFFING SERVICE	106920		670-7000-331.20-01	INTEREST REVENUE REV RCVD DURING JUNE 2018	1,254.16
			103940		670-7000-356.38-10	ENERGY REVENUE REV RCVD DURING JUNE 2018	(15,533.91)
			104015		670-7000-356.38-17	CRR REVENUE REV RCVD DURING JUNE 2018	(27,342.40)
			104016		670-7000-356.38-20	TRANS REVENUE REV RCVD DURING JUNE 2018	(68,311.62)
			992351038XJUN18		670-7010-473.27-09	S & D EXPENSE PAID EXPENSES JUNE 2018	51,024.00
			JUNE 2018		670-7010-473.27-50	CAPACITY EXPENSE PAID EXPENSES JUNE 2018	1,092,222.20
			JULY 2018		670-7010-473.27-55	T & C EXPENSE PAID EXPENSES JUNE 2018	252,620.00
			001-2200-421.23-27		670-7010-473.33-02	ENERGY EXPENSE PAID EXPENSES JUNE 2018	328,463.86
			001-2200-421.23-27		670-7010-473.33-02	ENERGY EFFICIENCY PAID EXPENSES JUNE 2018	443,416.89
			761-3100-480.33-11		675-7020-473.42-58	AVILA, S W/E 6/02/18	1,006.82
			001-2200-421.23-27		675-7020-473.42-58	AVILA, S W/E 6/09/18	1,165.20
			001-2200-421.23-27		675-7020-473.42-58	WEBSTER, A W/E 6/16/2018	661.44
			001-2200-421.23-27		675-7020-473.42-58	AVILA, S W/E 6/16/18	1,165.20
			001-0000-204.50-00		001-2200-421.23-27	AF 992351038 FANR02391479 MAY 12, 2018 - JUN 11, 2018	1,099.52
			001-0000-204.50-00		001-0000-204.50-00	POLICE OFFICERS ASSOC JUNE 2018	2,400.00
			001-0000-204.50-00		001-0000-204.50-00	HEALTH INSURANCE PREMIUMS JULY 2018	76,511.36
			001-0000-218.22-22		001-0000-218.22-22	UB CR REFUND-FINALS 000011008	128.14
			001-0000-204.80-13		001-0000-204.80-13	POLICE LTD PREMIUMS JULY 2018	637.00
			660-6300-471.23-03		001-0000-204.80-13	MICHAEL LYNCH COLL SYS MAINT GRADE 1	85.00
			660-6300-471.23-03		001-0000-204.80-13	JASON VALDEZ COLL SYS MAINT GRADE 1	85.00
			660-6300-471.23-03		001-0000-204.80-13	KIERAN LOGAN COLL SYS MAINT GRADE 1	85.00
			660-6300-471.23-03		001-0000-204.80-13	TASER CEW CERTIFICATION SCOTTSDALE, AZ 7/16/18	40.00
			001-2200-421.23-06		001-2200-421.23-06	CRISIS INTERVENTION TEAM FOR FTO'S	12.00
			001-2200-421.23-06		001-2200-421.23-06	AB 1379 FEES - 2ND QTR APR 1, 2018 - JUN 30, 2018	212.00
			001-2200-421.23-06		001-2200-421.23-06	CRISIS INTERVENTION TEAM FOR FTO'S	12.00
			001-2200-421.23-06		001-2200-421.23-06	GEN/UTILITY UNION DUES JUNE 2018	7,925.25
			001-0000-204.80-01		001-0000-204.80-01	PAC DUES FOR JUNE 2018	60.00
			001-0000-204.80-01		001-0000-204.80-01	PAYROLL SUMMARY	2,112.16
			001-0000-204.80-01		001-0000-204.80-01	PAYROLL SUMMARY	995.69
			001-1210-412.23-03		001-0000-204.80-01	IEDC PA4 MEMBERSHIP 9/01/2018 - 08/31/2019	420.00
			001-0000-218.22-22		001-0000-204.80-01	UB CR REFUND-FINALS 000022082	132.97
			001-2200-421.23-06		001-0000-218.22-22	CRISIS INTERVENTION TEAM JULY 17, 2018	12.00
			001-0000-218.22-22		001-0000-218.22-22	UB CR REFUND-FINALS 000007312	96.31
			001-2200-421.23-06		001-0000-218.22-22	CRISIS INTERVENTION TEAM FOR FTO'S	12.00
			001-0000-204.31-00		001-2200-421.23-06	KAISER PREMIUMS-JULY 2018 GROUP 101565-0002	36,404.33
			001-0000-218.22-22		001-0000-204.31-00	KAISER PREMIUMS-JULY 2018 GROUP 101565-0006	8,951.38
			001-0000-218.22-22		001-0000-218.22-22	UB CR REFUND-FINALS 000012474	14.28
			001-0000-204.16-00		001-0000-218.22-22	PAYROLL SUMMARY	3,956.11
			001-0000-204.25-00		001-0000-204.16-00	PAYROLL SUMMARY	1,708.76
			670-7000-473.36-00		001-0000-204.25-00	LOCK FOR GATE - HOME DEPOT	12.91
			670-7000-473.42-50		670-7000-473.36-00	PICS FOR FRED'S RETIREMENT COSTCO - CARLA YOUNG	14.41
			670-7000-473.45-02		670-7000-473.42-50	ELBOWS - CAL DUCT CARL MORRIS	20.48
			670-7000-473.33-11		670-7000-473.45-02	TRBAA FEFC FILING NOTARY JIM STEFFENS - POSTAL ANN	15.00
			670-7000-473.42-50		670-7000-473.33-11	CARDS - EMPLOYEES RETIREMENT CARLA YOUNG - RITE AID	9.67
			670-7000-473.30-02		670-7000-473.42-50	PARTY SUPPLIES - RETIREMENT CARLA YOUNG - TRACTOR SUP	15.26
			670-7000-473.30-02		670-7000-473.30-02	WALL TEXTURE-RECEPTION AR MATT FIELD - HOME DEPOT	15.05
			670-7000-473.30-02		670-7000-473.30-02	STORAGE CONTAINERS CARLA YOUNG - DOLLAR TREE	17.49
			670-7000-473.36-07		670-7000-473.30-02	MEETING REFRESHMENTS CARLA YOUNG - STATER BROS	21.35
			001-2740-442.23-07		670-7000-473.36-07	REAL ESTATE FRAUD TRUST 5761 W RAMSEY ST	40.00
			001-0000-218.22-22		001-2740-442.23-07	RELEASE PEND/LIEN BY GOVT 5761 W RAMSEY ST	48.00
			001-0000-204.51-00		001-0000-218.22-22	UB CR REFUND 000011536	32.16
			001-0000-218.22-22		001-0000-204.51-00	SPEA DUES FOR JUNE 2018	878.87
			001-0000-218.22-22		001-0000-218.22-22	UB CR REFUND 000012616	76.24
			001-1300-412.25-09		001-0000-218.22-22	TUITION REIMBURSEMENT 6/18 INTRO TO AGILE PROJECT	560.77
			001-2200-421.23-06		001-1300-412.25-09	SCHOOL RESOURCE OFFICER	60.00
			001-2060-446.26-09		001-2200-421.23-06	789 N SAN GORGONIO AVE JUL 1, 2018 - JUL 31, 2018	14.73
165299	7/5/2018	RIV. CO. CLERK RECORDER	APN 419-101-007		001-0000-218.22-22		
165300	7/5/2018	RYAN, STEVEN	001096749		001-0000-218.22-22		
165301	7/5/2018	SAN BERNARDINO PUBLIC EMPLOYEES	JUNE 2018		001-0000-204.51-00		
165302	7/5/2018	SHERWOOD JR, EDWIN GLEN	001094411		001-0000-218.22-22		
165303	7/5/2018	SHOVE, TED	TUITION 6/2018		001-1300-412.25-09		
165304	7/5/2018	SMITH, BRANDON	MEALS 7/16-7/20		001-2200-421.23-06		
165305	7/5/2018	TIME WARNER CABLE	COMM CTR 7/2018		001-2060-446.26-09		

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165305	7/12/2018	TIME WARNER CABLE	F589 7/2018		001-2400-422.26-09	172 N MURRAY ST - FS#89 JUL 1,2018 - JUL 31,2018	37.45
			SR CTR 7/2018		001-2060-446.26-09	769 N SAN GORGONIO AVE JUL 1,2018 - JUL 31,2018	14.73
165306	7/12/2018	AIA, GREBELL	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	115.25
165307	7/12/2018	ALLIANT INSURANCE SERVICES, INC	868959		700-5040-480.29-05	AIRPORT LIABILITY INSURANC POLICY # 1000233407-02	7,808.00
165308	7/12/2018	AMERICAN FORENSIC NURSES	70886		001-2200-421.33-31	BLOOD ANALYSIS	120.00
165309	7/12/2018	ANIXTER, INC	3928577-00	029036	670-0000-131.00-00	CABLE PULLING LUBRICANT PO NUM 028757	972.98
165310	7/12/2018	BIO-TOX LABORATORIES	35931		001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	538.00
			36032	028937	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	188.50
165311	7/12/2018	BRIONES, REYNALDO	REFUND 11120		761-0000-218.22-22	DUPLICATE CC CHARGE ON 7/26/17 RPT #11120	270.00
165312	7/12/2018	CALIFORNIA MUNICIPAL UTILITIES	18-0114		660-6300-471.23-03	WATER UTILITY ASSN DUES 7/01/2018 - 6/30/2019	1,895.00
			2092		670-7000-473.23-03	ELECT UTILITY ASSN DUES 7/01/2018 - 6/30/2019	21,628.00
165313	7/12/2018	CALIFORNIA-NEVADA J.A.T.C.	309797		001-2200-421.33-31	APRIL - JUNE 2018 TUITION APPRENTICE	5,800.00
165314	7/12/2018	CALIFORNIA, STATE OF	306582		001-2200-421.33-31	MAY 2018 BLOOD ALCOHOL ANALYSIS CUST# 215159	35.00
165315	7/12/2018	CALIFORNIA, STATE OF	INV. 0004/439		670-7000-473.45-05	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	60,000.00
165316	7/12/2018	EDGELL, ANNIE	2017-1360		001-2740-442.23-39	WEED ABTEMENT	1,377.40
165317	7/12/2018	ELECTRIC POWER SYSTEMS INT, INC.	JAN 18 - JUN 18	028976	001-2740-442.23-39	WEED ABTEMENT	507.85
165318	7/12/2018	ENVIRONMENTAL KLEAN-UP DBA	INV. 0004/439		001-2740-442.23-39	WEED ABTEMENT	756.40
			2017-1390	028599	001-2740-442.23-39	WEED ABTEMENT	508.70
			2017-1391	028599	001-2740-442.23-39	WEED ABTEMENT	477.70
			2017-1392	028599	001-2740-442.23-39	WEED ABTEMENT	636.55
			2017-1394	028599	001-2740-442.23-39	WEED ABTEMENT	596.55
			2017-1395	028599	001-2740-442.23-39	WEED ABTEMENT	634.70
			2017-1396	028599	001-2740-442.23-39	WEED ABTEMENT	790.20
			2017-1397	028599	001-2740-442.23-39	WEED ABTEMENT	353.85
			2017-1402	028599	001-2740-442.23-39	WEED ABTEMENT	662.70
			2017-1403	028599	001-2740-442.23-39	WEED ABTEMENT	313.85
			2017-1404	028599	001-2740-442.23-39	WEED ABTEMENT	160.36
165319	7/12/2018	ENZ, BARBARA	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	923.26
165320	7/12/2018	FRONTIER COMMUNICATIONS	20905604955U118		001-4500-412.26-05	209-056-0495 JUN 28,2018 - JUL 27,2018	75.72
			20918840271U118		001-4500-412.26-05	209-188-4027 JUN 16,2018 - JUL 15,2018	713.87
			21318171861U118		703-3700-480.30-17	213-181-7186 JUN 19,2018 - JUL 18,2018	246.22
			9518493260U118		001-4500-412.26-05	951-849-3260 JUN 28,2018 - JUL 27,2018	123.34
			9519220262U118		001-4500-412.26-06	951-922-0262 JUL 4,2018 - AUG 3, 2018	132.24
165321	7/12/2018	GAS COMPANY, THE	07702633751U118		001-2700-421.36-06	125 E RAMPSEY ST MAY 15 2018 - JUN 14,2018	13.98
			194993624081U118		001-3600-461.26-06	176 E LINCOLN ST MAY 22,2018 - JUN 21,2018	13.98
					100-4900-431.26-06	176 E LINCOLN ST MAY 22,2018 - JUN 21,2018	13.98
					660-6300-471.26-06	176 E LINCOLN ST MAY 22,2018 - JUN 21,2018	27.97
					670-7000-473.26-06	176 E LINCOLN ST MAY 22,2018 - JUN 21,2018	27.97
					702-3800-480.26-06	176 E LINCOLN ST MAY 22,2018 - JUN 21,2018	2,380.00
165322	7/12/2018	GOVERNMENT STAFFING SERVICES, INC	129480		001-1900-412.23-27	COROS,SHIRLEY W/E 6/30/18	198.02
165323	7/12/2018	HAMPTON, PATRICIA	JUL 17 - DEC 17	028650	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2017- DEC 2017	146.73
165324	7/12/2018	INFOSEND, INC	138435		761-3100-480.23-02	UB BILL SRVCE 6/16-6/22	1,290.36
					761-3100-480.23-04	UB BILL SRVCE 6/16-6/22	294.56
					761-3100-480.33-11	UB BILL SRVCE 6/16-6/22	342.00
165325	7/12/2018	IRON MOUNTAIN INFORMATION MGMT, LLC	201610699	028694	703-3700-480.33-11	OFFSITE MEDIA STORAGE	407.78
165326	7/12/2018	JACKSON LEWIS PC	7142826		700-5040-480.33-11	PROFESSIONAL SERVICES THRU 5/31/2018	94.77
165327	7/12/2018	LOFTIS, MILDRED	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	85.71
165328	7/12/2018	MAXEY, DAVID	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	116.03
165329	7/12/2018	MEZA, TOMMY & GLORIA	DEC 17 - MAY 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017 -MAY 2018	1,905.00
165330	7/12/2018	NEVINS, PATTY	TUITHON 6/2018		001-1300-412.25-09	PROJECT MANAGEMENT	134.47
165331	7/12/2018	ONE SOURCE DISTRIBUTORS	55871496.001		670-0000-131.00-00	BURNDY YA28-2N SLEEVES PO NUM 028759	75.64
			55871496.002		670-0000-131.00-00	BURNDY YA28-2N SLEEVES PO NUM 028759	818.89
165332	7/12/2018	P&P UNIFORMS	413660/4		001-2200-421.36-04	VEST FOR HAZEN	168.06
			414768/4	028875	001-2200-421.36-04	UNIFORM FOR M.VARGAS	155.13
			414786/4	028875	001-2740-442.36-04	POLOS FOR DEBBIE SHUBIN	51.71
			414817/4	028875	001-2740-442.36-04	POLO FOR DEBBIE SHUBIN	117.41
			414886/4	028875	001-2200-421.36-04	PANTS FOR LIZA KESTER	48.48
			415049/4	028875	001-2200-421.36-04	POLO FOR LIZA KESTER	

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165333	7/12/2018	PRE-PAID LEGAL SERVICES, INC	JUNE 2018		001-0000-204.80-07	PREPAID LEGAL PREMIUMS JUNE 2018	285.95
165334	7/12/2018	PROFICOR LAW ENFORCEMENT	347908	029013	001-2200-412.36-01	SPECIAL DPT EQUIPMENT	10,951.50
165335	7/12/2018	PUBLIC AGENCY RETIREMENT SERVICES	40286		001-1900-412.33-11	PARS PLAN ID# ARSDSA SVC PERIOD 20180430	300.00
165336	7/12/2018	PUBLIC ENTITY RISK MANAGEMENT	CRIME 2018-19		700-5040-480.29-04	CRIME COVERAGE INSURANCE 2018 - 2019 PREMIUM	2,336.00
			CYBER 2018-19		700-5040-480.29-03	CYBER INSURANCE PREMIUM 2018 - 2019	1,324.00
			ERMA 2018-19		700-5040-480.29-03	ERMA EMPLOYMENT PRACTICES 2018 - 2019 DEPOSIT PREM	156,207.00
			GEN LIA 2018-19		700-5040-480.29-03	GENERAL LIABILITY INSRNC 2018 - 2019 DEPOSIT PREM	424,218.00
			PROPERTY 2018-19		700-5040-480.29-01	PROPERTY PROGRAM INSURANCE 2018 - 2019 PREMIUM	174,317.00
			W/C 2018-19/01		700-0000-101.12-00	WORKERS' COMP INSURANCE JULY 1, 2017 - SEP 30, 2018	170,632.75
					700-5020-480.29-08	WORKERS' COMP INSRNC POOL JULY 1, 2017 - SEP 30, 2018	54,695.50
165337	7/12/2018	RECORD GAZETTE, THE	00156447	029044	001-1400-412.23-01	NOTICE OF ELEC. SPANISH	109.50
			00156448	029044	001-1400-412.23-01	NOTICE OF ELEC. ENGLISH	87.60
165338	7/12/2018	RELIABLE WORKPLACE SOLUTIONS	AR68356	028519	001-2200-421.30-06	PRINTER COPIES	63.36
			AR68358	028519	001-2200-421.30-06	PRINTER COPIES	47.19
			BCT00009035		001-2200-421.23-06	CHLSE YOUNGBLOOD TUITION PC832 ARREST,SEARCH&SEIZR	139.00
			AC0000001570		001-2600-431.41-13	LAFCO FEES - FY 19 ADMIN FEES	6,359.59
165339	7/12/2018	RIV. CO. SHERIFF'S DEPT.	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	149.76
165340	7/12/2018	RIVERSIDE, COUNTY OF	DEC 17 - MAY 18	029078	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017 -MAY 2018	122.77
165341	7/12/2018	ROWELL, JOYCE	10563		675-7020-473.42-36	LABELS FOR CITATION BOOKS	43.10
165342	7/12/2018	SAIGEON, DORIS & JOHN	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	147.11
165343	7/12/2018	SAN GORGONIO PASS DESIGN AND PRINT	WEAPON LOAN '19	028681	001-0000-116.21-01	EMPLOYEE GUN LOAN RES NO 2005-66	3,762.08
165344	7/12/2018	SANDERS, ROBERT	814955978	029011	001-2200-421.23-07	PD SHRED-IT	97.20
165345	7/12/2018	SHAYESKI, CHRISTOPHER	0351351-IN		001-2200-421.36-62	SPECIAL DEPT SUPPLIES	215.82
165346	7/12/2018	SHRED-IT USA, LLC	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	114.82
165347	7/12/2018	SIRCHIE FINGER PRINT LABORATORIES	3381593369		001-1900-412.36-00	OFFICE SUPPLIES FOR ASD	65.57
165348	7/12/2018	SKINNER, DEBORAH & ROY	JAN 18 - JUN 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	73.50
165349	7/12/2018	STAPLES BUSINESS ADVANTAGE	201834261	028670	680-8000-454.23-38	MONTHLY O&M FEE - JUNE	56,533.00
165350	7/12/2018	STONE, IDA	104660916-0		001-2200-421.26-05	PH CENTRAL SERVICE JUN 16, 2018 - JUL 15, 2018	650.21
165351	7/12/2018	SUEZ BANNING	PD 7/2018		001-2200-421.26-09	125 E RAMSEY ST JUL 1, 2018 - JUL 31, 2018	2,199.08
165352	7/12/2018	TELEPACIFIC COMMUNICATIONS	5036935		375-4900-431.65-08	ADMIN FEE FAIR OAKS RANCH 06/01/2018 - 05/31/2019	89.57
165353	7/12/2018	TIME WARNER CABLE	620180037		100-4900-431.30-13	82 NEW TICKETS	3,377.50
165354	7/12/2018	U.S. BANK			660-6300-471.45-08	82 NEW TICKETS	48.44
165355	7/12/2018	UNDERGROUND SERVICE ALERT			670-7000-473.45-02	82 NEW TICKETS	48.43
			POSTAGE JUL18	028387	001-4500-412.23-04	POSTAGE FOR METER	5,000.00
			69059118		670-7000-473.23-17	TREE TRIMMING W/E 6/23/18	4,400.00
			5809729063		670-7000-473.26-05	ACT # 972157141-00001 MAY 24, 2018 - JUN 23, 2018	14.04
			4785		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 -JUN 2018	175.45
			JAN 18 - JUN 18		001-2200-421.30-08	PD COMMUNICATIONS	1,225.78
			5858	028397	001-2200-421.30-08	LIONS PARK ENVIR. SERVICE	935.25
			182813	028857	451-3600-461.90-69	#21 WINDSHIELD REPAIR	99.00
			ICT022521	028857	702-3800-480.30-05	#221 WINDSHIELD REPAIR	99.00
			ICT022522	028857	702-3800-480.30-05	#243 WINDSHIELD REPAIR	99.00
			ICT022523	028857	702-3800-480.30-05	#224 WINDSHIELD REPAIR	265.36
			IFC022536	029036	702-3800-480.30-05	#908 DOOR	300.00
			70936	029036	001-2200-421.33-31	BLOOD DRAWS	60.00
			70989	029036	001-2200-421.33-31	BLOOD DRAWS	60.00
			70999	029036	001-2200-421.33-31	BLOOD DRAWS	120.00
			71035	029036	001-2200-421.33-31	BLOOD DRAWS	120.00
			000072313	029019	001-0000-218.22-22	UB CR REFUND-FINALS 000049716	176.59
			106		001-5400-446.41-86	4TH OF JULY EVENT	900.00
			3836263-01		670-0000-131.00-00	TRIPLEX O.H. MERITINA PO NUM 028757	2,200.69
			000011552458		001-2200-421.26-05	BAN #9391060200 JUN 1, 2018-JUN 30, 2018	393.11
			000011553306		001-2200-421.26-05	BAN #9391063769 JUN 1, 2018-JUN 30, 2018	659.43
			000011553563		370-2200-421.26-05	BAN #9391064350 JUN 1, 2018-JUN 30, 2018	205.37
			BF81576-0030	028636	660-6300-471.23-32	DIQUAT,ASBESTOS,DIOXINS	875.00
			BF81717-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY M/MUG	165.00
			BF81722-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
			BF81727-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00

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165369	7/19/2018	BABCOCK LABORATORIES, INC	BF81891-0030	028636	660-6300-471.23-32	NITRATE-NITRO,NITRITE	320.00
			BF81963-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY M/MO/MUG	285.00
			BF81997-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY M/MO/MUG	15.00
			BF82303-0030	028636	660-6300-471.23-32	DIQUAT,ASBESTOS,DIOXINS	1,750.00
			BF82407-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY M/MO/MUG	15.00
			BF82520-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY M/MO/MUG	165.00
			BF82524-0030	028636	660 6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BF82527-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
165370	7/19/2018	BEAUMONT CHERRY VALLEY WATER	0002019	029051	660-6300-471.27-14	RECHARGE USE@NOBLE CREEK PHASE 1 JUNE 2018	3,423.84
165371	7/19/2018	BEAUMONT DO IT BEST HOME CENTER	458461	029051	100-4900-431.36-00	ORANGE FLAGS & BLTSPN NIC	18.29
			458540	029051	100-4900-431.36-00	TACKER STAPLES & HAMMER	46.31
			458541	029051	001-3200-412.30-02	FAN BULB & SWITCH	31.17
			458750	029051	001-3200-412.30-02	OPEN FRONT TOILET SEAT	25.31
			458823	029051	001-3200-412.30-02	PLASTIC & POLY TUBE & NUT	8.78
			458919	029051	001-3200-412.30-02	OUTDOOR BOX COVER- LIONS	3.01
			814501	029126	001-3200-412.36-03	JANITORIAL SUPPLIES	1,057.54
165372	7/19/2018	BT SUPPLIES WEST	06515	029126	001-2700-471.23-03	ALISON CLUNING MEMBERSHIP RENEWAL	45.00
165373	7/19/2018	C A P E ACCOUNTING	2018 QTR 2		702-3800-480.41-04	UNDERGROUND STORAGE TANK FEE - APR 2018 - JUN 2018	631.04
165374	7/19/2018	CA. ST. BOARD OF EQUAL. - FUEL	ID-000352037118		660-6300-471.23-03	SERGIO MADRIGAL RENEWAL CWEA 9/01/18 - 8/31/19	180.00
165375	7/19/2018	CALIFORNIA WATER ENVIRONMENT	310498	028564	370-2700-471.26-05	MISC SERVICES	1,876.98
165376	7/19/2018	CALIFORNIA, STATE OF	312420		001-2700-471.33-94	JUN 2018 LIVE SCANS CUST #142831	1,523.00
			313860		001-1300-412.33-11	JUNE LIVE SCAN FEES	128.00
			315674		001-2200-421.33-31	JUN 2018 BLOOD ANALYSIS REF POW28550	70.00
			315819		001-2200-421.33-31	MAY 2018 BLOOD ANALYSIS REF POW28550	35.00
165377	7/19/2018	CANON FINANCIAL SERVICES, INC	18835662	028697	001-4000-461.32-06	COPIER LEASES	83.60
			58341		001-4500-412.32-06	COPIER LEASES	478.96
			58443		148-2215-421.32-06	COPIER LEASES	102.75
			748398		610-5800-434.32-06	COPIER LEASES	83.61
			748399		660-6300-471.32-06	COPIER LEASES	150.95
			748401		670-7000-473.32-06	COPIER LEASES	179.98
			748402		761-3100-480.32-06	COPIER LEASES	104.50
			748403		001-2700-442.33-11	MAY 2018 BLDG&SAF SRVCS REF POW28718	23,367.53
			748404		001-3000-442.33-53	CONSULTING SERVICES- JUNE	3,355.00
			748406		661-6300-471.95-09	CITY WEBSITE HOSTING	13,642.12
165378	7/19/2018	CHARLES ABBOTT ASSOCIATES, INC	71002	028250	001-3000-480.30-17	WATER VALVES	1,596.41
165379	7/19/2018	CIVICPLUS	748398	028914	661-6300-471.95-09	WATER VALVES	1,917.15
165380	7/19/2018	CLA-VAL	748399	028914	661-6300-471.95-09	WATER VALVES	1,079.25
			748401	028914	661-6300-471.95-09	WATER VALVES	1,090.89
			748402	028914	661-6300-471.95-09	WATER VALVES	715.94
			748403	028914	661-6300-471.95-09	WATER VALVES	2,312.86
			748404	028914	661-6300-471.95-09	WATER VALVES	1,711.59
			748406	028914	001-1300-412.25-09	TUITION REIMBURSEMENT FY18/19 UTILITY UNIT MCO	340.01
165381	7/19/2018	COFFEY, BENJAMIN	TUITION-070918		660-6300-471.30-02	NEW ROLLING STEEL DOOR	2,998.00
165382	7/19/2018	COMMERCIAL DOOR COMPANY, INC	71002	028975	001-1300-412.25-09	MAINT WKR EXAM	522.50
165383	7/19/2018	COOPERATIVE PERSONNEL SVCS.	SOP46867	028621	001-1300-412.41-17	LIVE WEB STREAMING	3,683.00
165384	7/19/2018	CORE MICROSYSTEMS	20852	029124	001-2060-446.33-11	ENG.METROSCAN ACCESS	66.68
165385	7/19/2018	CORELOGIC INFORMATION SOLUTIONS INC	81902335	028597	001-3000-442.30-17	7/1/18-7/31/18	87.95
165386	7/19/2018	COSTAR REALTY INFORMATION, INC	106889431-1	028730	001-1210-412.33-11	POLYMER METER BOX BODY PO NUM 028786	4,778.44
165387	7/19/2018	DANGALO CO	51338504.001		660-0000-131.00-00	POLYMER METER BOX COVER PO NUM 028786	2,202.14
165388	7/19/2018	DIESTFANO JR, FRED	51338504.002		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018-JUN 2018	98.59
165389	7/19/2018	DIRECTV	JAN 18 - JUN18		001-2200-421.26-09	ACCT #038204005 JUL 9, 2018-AUG 8, 2018	23.25
165390	7/19/2018	DONALD MCCARTY	3461474733		600-0000-223.10-00	REFUND OF HANGAR DEPOSIT HANGAR FC B1	160.00
165391	7/19/2018	ECCLESTONE, CHERYL	HANGAR FC B1		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018-JUN 2018	133.53
165392	7/19/2018	EPSILON ENGINEERING	JAN 18 - JUN18		110-0000-232.00-00	PROJECT 2017-01 Retention	(8,847.29)
			2017-01-01	029012	110-0000-232.00-00	PROJECT 2017-01	176,945.89
165393	7/19/2018	FALCON, ESTHER	SEP 17 - FEB18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017-FEB 2018	160.14
165394	7/19/2018	FRONTIER COMMUNICATIONS	209188591810118		001-2200-421.26-05	209-188-5918 JUN 28, 2018-JUL 27, 2018	45.95
					001-2400-422.26-05	209-188-5918 JUN 28, 2018-JUL 27, 2018	27.75
					001-4500-412.26-05	209-188-5918 JUN 28, 2018-JUL 27, 2018	1,059.35

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165394	7/19/2018	FRONTIER COMMUNICATIONS	2091865918JUL18		660-6300-471.26-05 670-7000-473.26-05 702-3800-480.26-05	209-188-5918 JUN 28, 2018-JUL 27, 2018 209-188-5918 JUN 28, 2018-JUL 27, 2018 209-188-5918 JUN 28, 2018-JUL 27, 2018	489.44 220.98 56.38
165395	7/19/2018	GOLDEN BELL PRODUCTS INC	2130197968JUL18		001-2200-421.26-05	213-019-7968-011110-5 JUL 7, 2018-AUG 6, 2018	318.60
165396	7/19/2018	GUTIERREZ, HUMBERTO	9518494533JUL18		001-2200-421.26-05	951-849-4533-120709-5 JUL 4, 2018-AUG 3, 2018	56.47
165397	7/19/2018	HARPER, KRIS	9518496777JUL18		001-2200-421.26-05	951-849-6777-120909-5 JUL 1, 2018-JUL 31, 2018	102.74
165398	7/19/2018	HAWLEY, ANTOINETTE LEYBA-	163259	029026	680-8000-454.45-09	ROACH CONTROL - MANHOLES	17,952.50
165399	7/19/2018	HIJ, ROBERT L	000096509		001-0000-218.22-22	UB CR REFUND-FINALS 000018782	82.90
165400	7/19/2018	HOMIE DEPOT #8987	EYEWEAR REF#818		670-7000-473.25-10	EYEWEAR REIMBURSEMENT PER UTILITY MOU	250.00
165401	7/19/2018	HR GREEN PACIFIC, INC	000090051	029093	001-0000-218.22-22	UB CR REFUND-FINALS 000004528	359.80
165402	7/19/2018	IBEW LOCAL 47 RETIREE MEDICAL TRUST	000096347	028919	001-0000-218.22-22	UB CR REFUND-FINALS 000017064	184.73
165403	7/19/2018	ICMA RETIREMENT TRUST 457	11609519		001-3200-412.30-02	PVC CONDUIT FITTING & WHI	99.41
165404	7/19/2018	INNOVATIVE FEDERAL STRATEGIES	20180720	028729	001-3000-442.33-53	ENVIRONMENTAL ENG.	923.00
165405	7/19/2018	JENNIFER CANELLI	062018		001-0000-204.80-10	PAYROLL SUMMARY	2,187.57
165406	7/19/2018	JORGINA LUCAS	10059041		001-0000-204.16-00	FEDERAL LOBBYING	995.69
165407	7/19/2018	L.O.LYNCH QUALITY WELLS & PUMPS INC	8560269	028909	001-1000-411.33-11	REFUND FOR ADVENTURE CAMP 070918 RECEIPT #10059041	100.00
165408	7/19/2018	LEIDOS ENGINEERING, LLC	9239761	028909	001-4020-351.35-88	REFUND ADVENTURE CAMP 042618 RECEIPT #8560269	300.00
165409	7/19/2018	LEXISNEXIS RISK SOLUTIONS	151174	027350	001-4010-331.25-02	REFUND CABANA RENTAL 07/07/18 RECEIPT #9239761	(4,283.60)
165410	7/19/2018	LIN, PAUL	INV-00004672017		660-6300-471.95-08	PROJECT 2017-17W Retention	85,672.00
165411	7/19/2018	LITHOPASS PRINTING, FORMS,	160860120180630		660-6300-471.95-08	PROJECT 2017-17W	50.00
165412	7/19/2018	LOCKLIN, SANDRA	000096677		660-6300-471.95-08	PROJECT 2017-17W	1,000.00
165413	7/19/2018	LSA ASSOCIATES, INC	49012	029077	674-7000-473.96-32	ENG SERVICES	504.00
165414	7/19/2018	MARTIN, VALERIA	49055	029077	674-7000-473.96-32	ENG SERVICES	353.66
165415	7/19/2018	MC FARLAND, SHIRLEY & LEO	DEC 17 - MAY18	028750	674-7000-473.96-33	ENG SERVICES	100.00
165416	7/19/2018	MERLIN JOHNSON CONSTRUCTION, INC	160286	028910	001-2200-421.41-20	JUN 2018 SUBSCRIPTION BILLING ID #1608601	68.33
165417	7/19/2018	MIRANDA, AUGUSTINE G	TUITION-070918	029077	001-0000-218.22-22	UB CR REFUND-FINALS 000003716	32.33
165418	7/19/2018	NATIONWIDE RETIREMENT SOLUTIONS	000095743	029077	001-4000-461.23-02	RWP RE-OPENING	202.03
165419	7/19/2018	NOLAN, MIKE	060894	029077	660-6300-471.23-02	CCR REPORTS - 150 EA	144.32
165420	7/19/2018	ORTIZ & ELVIN	20180720	028750	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017-MAY 2018	87.50
165421	7/19/2018	P&P UNIFORMS	000081877	028910	001-3000-442.33-11	TUITION REIMBURSEMENT FY18/19 GENERAL UNIT MOU	41.87
165422	7/19/2018	PARS	415031/4		001-0000-218.22-22	UB CR REFUND-FINALS 000050512	1,080.00
165423	7/19/2018	PAYPRO ADMINISTRATORS	415061/4		001-0000-218.22-22	WELDING SERVICES	21.13
165424	7/19/2018	PHEBUS & DAVID	20180720	028875	001-0000-204.16-00	PAYROLL SUMMARY	3,956.11
165425	7/19/2018	PRECIADO, GISELL	47086	028875	001-1300-412.33-11	TUITION REIMBURSEMENT FY18/19 BPOA UNIT MOU	3,000.00
165426	7/19/2018	PREMIER PAYING INC	000094931	028875	001-1300-412.33-11	VEST FOR M. MACIAS	770.40
165427	7/19/2018	PRESS-ENTERPRISE, THE	000093347	028875	001-2210-421.36-04	PAYROLL SUMMARY	770.40
165428	7/19/2018	RANDALL, ANNE	0011132398		001-0000-204.75-00	MAY COBRA ADMINISTRATION	1,758.53
165429	7/19/2018	RECORD GAZETTE, THE	000095277		001-1300-412.33-11	JUNE COBRA ADMINISTRATION	110.00
165430	7/19/2018	RIV. CO. HEALTH SVCS AGENCY	00156382	029044	001-0000-218.22-22	UB CR REFUND-FINALS 000010306	138.00
165431	7/19/2018	ROJUNNO, LEONA E MAYFIELD	00156384		001-2800-441.23-01	PHN - DR 18-7009	67.70
165432	7/19/2018	ROXANNE MORALES	00156386		001-2800-441.23-01	PHN - DR 18-7005	135.05
165433	7/19/2018	SAN GORGONIO PASS DESIGN AND PRINT	00156456		660-6300-471.23-01	PHN - ZTA 18-97502	153.30
			AR0059961		001-0000-454.23-01	ORDINANCE 1525	204.40
			000093251		001-4010-461.41-04	NON-PROFIT SNACK BAR-POOL EX 07/31/2018 REPLIER PK	32.85
			8786532		001-1000-218.22-22	UB CR REFUND-FINALS 000004586	146.00
			10505	029078	001-4020-351.35-88	REFUND ADVENTURE CAMP 051518 RECEIPT #8786532	85.69
			10539	029078	001-2200-421.23-02	BUS CARDS FOR JAUREGUI	250.00
					001-2200-421.23-02	BUSINESS CARDS	36.64
							77.58

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165434	7/19/2018	SAN GORGONIO PASS WATER AGENCY	18-00175		660-6300-471.27-14	PURCHASE STATE WATER PROJ JUN 2018	17,752.00
165435	7/19/2018	SANTANA, NINA	000061193		001-0000-218.22-22	UB CR REFUND-FINALS 000008516	15.21
165436	7/19/2018	SANTANA, VICTORIA & MIGUEL	0000084553		001-0000-218.22-22	UB CR REFUND-FINALS 000002092	45.70
165437	7/19/2018	SCHENDEN, LAURIE K	000077461		001-0000-218.22-22	UB CR REFUND-FINALS 000001798	168.37
165438	7/19/2018	SCHUELKE, RONALD	*SEP 17 - FEB 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2017-FEB 2018	99.38
165439	7/19/2018	SERVICE SCAPE	BAN-M-518	028955	001-3600-461.30-01	LANDSCAPE MAINTENANCE	4,654.00
			BAN-W-618	029045	001-3600-461.30-01	LANDSCAPE MAINTENANCE	4,654.00
			28347	029045	001-4010-461.36-22	POOLS/STAMP BAR	589.38
			28923	029045	001-3600-461.36-00	PARKS GLOVES	16.15
165440	7/19/2018	SMART & FINAL	TUITION-071318		001-1300-412.25-09	TUITION REIMBURSEMENT PER BPOA UNIT MOU	621.00
165441	7/19/2018	SMITH, BRANDON	000063639		001-0000-218.22-22	UB CR REFUND-FINALS 000027178	128.81
165442	7/19/2018	SNEDEKER & WILLIAM	V128174	029037	702-3800-480.38-50	O-RINGS, 3 WAY FITT, TANK	174.95
165443	7/19/2018	SOLEX	2011958816JUL18		670-7000-473.26-04	HIGHLAND HOME RD/S/O JUN 1, 2018-JUL 1, 2018	58.87
165444	7/19/2018	SOUTHERN CALIFORNIA EDISON	19918		670-7000-473.27-11	MONTHLY DUES JUNE 2018	759.14
165445	7/19/2018	SOUTHERN CALIFORNIA JOINT POLE	1366317	028270	856-9500-490.93-15	PROJECT 2016-11 DESIGN	10,393.58
165446	7/19/2018	STANTEC CONSULTING SERVICES, INC	3381666688		660-6300-471.36-00	COFFEE REF. POW#28948	19.71
165447	7/19/2018	STAPLES BUSINESS ADVANTAGE	3381833705		670-7000-473.36-00	TAPE/COFFEE REF POW#28948	80.81
			3382186401	028970	670-7000-473.36-00	ENTERED STAMP REF POW#28948	10.23
			3382186402		670-7000-473.89-46	OFFICE FURNITURE	5,923.47
			3382262027		670-7000-473.36-00	OFFICE CHAIR & SUPPLIES REF POW#28948	459.77
			7981		001-1900-412.36-00	OFFICE SUPPLIES FOR ASD	18.52
			EYEWEAR REIMB		660-6300-471.36-07	SANDWICH PLATTERS FOR FLUME MEETING	116.33
165448	7/19/2018	STUART, HOLLY	9819831791		001-3200-412.25-10	EYEWEAR REIMBURSEMENT PER TEAMSTERS MOU	47.98
165449	7/19/2018	SZOYKA, CARL	000095353		100-4900-431.25-10	EYEWEAR REIMBURSEMENT PER TEAMSTERS MOU	107.97
			28147		690-9600-453.25-10	EYEWEAR REIMBURSEMENT PER TEAMSTERS MOU	59.98
			700484018		702-3800-480.25-10	EYEWEAR REIMBURSEMENT PER TEAMSTERS MOU	23.99
			000096611		001-0000-218.22-22	UB CR REFUND-FINALS 000005146	8.23
165450	7/19/2018	THOMPSON, MISSCERA	000096973		600-0000-223.10-00	REFUND OF HANGAR DEPOSIT HANGAR E-5	295.25
165451	7/19/2018	TIMOTHY RENSLow	HANGAR E-5		001-0000-218.22-22	UB CR REFUND-FINALS 000005600	105.48
165452	7/19/2018	TOMASSI, JANET	000095353		001-0000-218.22-22	MAY 2018 CITATION PROCESS REF POW#28581	376.96
165453	7/19/2018	TURBO DATA SYSTEMS INC	28147	028387	001-2200-421.23-45	TREE TRIMMING W/E 6/30/18	4,400.00
165454	7/19/2018	UTILITY TREE SERVICE	700484018		670-7000-473.23-17	SMART METER INSTALLATION	29.95
165455	7/19/2018	VANG, MAY & XANG	000096611		001-0000-218.22-22	UB CR REFUND-FINALS 000018128	3,617.04
165456	7/19/2018	VANGUARD UTILITY SERVICE, INC	17705	028258	673-7000-473.85-31	SMART METER INSTALLATION	21.50
165457	7/19/2018	VERIZON WIRELESS	9819831791		670-7000-473.26-05	ACCT #271004536-00001 MAY 27, 2018-JUN 26, 2018	20.47
			9809839894		670-7000-473.26-05	ACCT #371004536-00001 MAY 27, 2018-JUN 26, 2018	152.04
			9809835846		001-2700-421.26-05	ACCT #570653806-00001 MAY 27, 2018-JUN 26, 2018	152.04
			9809855847		001-2740-442.26-05	ACCT #570653806-00001 MAY 27, 2018-JUN 26, 2018	429.28
			9809872617		670-7000-473.26-05	ACCT #771004535-00001 MAY 27, 2018-JUN 26, 2018	20.63
			9809880733		670-7000-473.26-05	ACCT #871004535-00001 MAY 25, 2018-JUN 26, 2018	89.76
165458	7/19/2018	VOGELHUT, KEVIN J & RENEE A	000093093		001-0000-218.22-22	UB CR REFUND-FINALS 0000051234	1,492.21
165459	7/19/2018	VULCAN MATERIALS	71854472	028869	660-6300-471.45-17	COLD MIX ASPHALT	120.69
165460	7/19/2018	WANG, JING	000094779		001-0000-218.22-22	UB CR REFUND-FINALS 000021286	399.42
165461	7/19/2018	WEST COAST SAND & GRAVEL, INC.	35635	028882	660-6300-471.45-17	RECYCLED CLASS 2 BASE	250.00
165462	7/19/2018	WOODSTOCK, WARREN	EYEWEAR REIMB	029098	680-8000-454.25-10	EYEWEAR REIMBURSEMENT PER UTILITY MOU	100.00
165463	7/19/2018	ZENNER PERFORMANCE METERS, INC	004173218		660-6300-471.45-11	REPAIR WATER METERS	93.57
165464	7/19/2018	ZHOU, MIN	000085449		001-0000-218.22-22	UB CR REFUND-FINALS 000000808	2,556.00
165465	7/26/2018	A JUMP N PARTY, INC	7-4-18	029016	001-5400-446.41-86	4TH OF JULY EVENT	12.00
165466	7/26/2018	ADVANCE WORKPLACE STRATEGIES INC	383409	029108	091-1300-412.33-32	MISCELLANEOUS SERVICES	45.00
			907231107		660-6300-471.45-16	REPAIR & LABOR 2 GENTECH LXG HANDLES	500.00
165467	7/26/2018	AIRGAS USA, LLC	125551	029082	670-7000-473.45-16	MS 193T CHAINSAWS	876.18
165468	7/26/2018	AL'S KUBOTA TRACTOR	183086	029025	100-4900-431.93-21	PROJECT#ST18G1	2,941.50
165469	7/26/2018	ALBERT A. WEBB ASSOCIATES	ICT072591		702-3800-480.30-05	#22 WINDSHIELD REPAIR PO # 28857	287.72
165470	7/26/2018	ALL STAR GLASS, INC.	ICT072592		702-3800-480.30-05	#22 WINDSHIELD REPAIR PO # 28857	366.72
			20-188	029001	702-3800-480.30-06	TROUBLESHOOT CNG STATION	500.00
165471	7/26/2018	ALLSUP CORPORATION	000274		761-3100-480.23-13	COLLECTION FEES THRU 5/31	104.50
165472	7/26/2018	AMERICAN CAPITAL ENT, INC	70944	029036	001-2200-421.33-31	STAND BY FEE FOR AUG18	800.00
165473	7/26/2018	AMERICAN FORENSIC NURSES	29001051	029021	001-4000-461.36-09	FIRST AID KITS	94.31
165474	7/26/2018	AMERICAN NATIONAL RED CROSS	7001579935		761-3100-480.23-03	AWWA MEMBERSHIP	250.00
165475	7/26/2018	AMERICAN WATER WORKS ASSN					

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165475	7/26/2018	AMERICAN WATER WORKS ASSN	7001578935		761-3100-480.23-06	AWWA MEMBERSHIP	19.00
165476	7/26/2018	ARROW STAFFING SERVICE	104089		761-3100-480.33-11	WEBSTER, ALEXANDRA W/E 6/23/2018	258.38
			104193		761-3100-480.33-11	WEBSTER, ALEXANDRA W/E 6/30/2018	444.41
			104240		761-3100-480.33-11	WEBSTER, ALEXANDRA W/E 7/07/2018	532.14
165477	7/26/2018	ARTISTIC MAINTENANCE, INC.	0167688-W	029118	001-2200-421.23-29	CITY PROPERTY LANDSCAPE	590.00
					001-3200-412.23-29	CITY PROPERTY LANDSCAPE	700.00
					001-4000-461.23-29	CITY PROPERTY LANDSCAPE	213.90
					001-4010-461.23-29	CITY PROPERTY LANDSCAPE	208.32
					001-4050-461.23-29	CITY PROPERTY LANDSCAPE	213.94
					100-4900-431.23-29	CITY PROPERTY LANDSCAPE	1,500.00
					610-5800-434.23-29	CITY PROPERTY LANDSCAPE	213.84
165478	7/26/2018	BARCOCK LABORATORIES, INC	BC680531-0030	028636	600-6300-471.23-32	COLIFORMS P/A BY M/MO/MUG	165.00
			BC680534-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BC680537-0030	028636	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	30.00
			BC680892-0030	028636	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BC680911-0030	028636	660-6300-471.23-32	COLIFORMS P/A BY M/MO/MUG	165.00
			4709574	029121	001-2200-421.30-08	(20) PRYME 15" EAR PIECE	357.73
165479	7/26/2018	BEAR COMMUNICATIONS, INC	8213		001-1000-411.23-05	WELCH - BREAKFAST MTG MAY 11, 2018	20.00
165480	7/26/2018	BEAUMONT CHAMBER OF COMMERCE	457601		001-3200-412.30-02	6" RUBBER ROLLER PO # 28527 EXPIRED	185.29
165481	7/26/2018	BEAUMONT DO IT BEST HOME CENTER	458255		001-3200-412.30-02	MOTOR PULLEY/ALLEN WRENCH PO # 28527 EXPIRED	15.28
			458258		100-4900-431.36-00	BLADES/UTILITY KNIFE/BOTT PO # 28527 EXPIRED	55.30
			458281		100-4900-431.36-00	HALF NOZZLE/HALF SHRUB HD PO # 28527 EXPIRED	7.83
			458324		100-4900-431.36-00	GENOVA 90 DEGREE ELBOW PO # 28527 EXPIRED	13.90
			458389		001-3200-412.30-02	CW HO BULB FOR PO # 28527 EXPIRED	61.35
			458408		001-3200-412.30-06	V BELT 5/8X92 PO # 28527 EXPIRED	21.54
			458468		001-3200-412.30-06	TERMINAL, CABLE, CONNECTO	18.46
			458474		001-3200-412.30-06	MOTOR BASE & CLAMPS	13.55
165482	7/26/2018	BEAUMONT SAFE & LOCK	458474		001-2200-421.36-00	DUP KEY FOR CHELSE	6.95
165483	7/26/2018	BENHAR, DIANA T	70593		001-4000-461.23-15	INSTRUCTOR - WATER EXERCISE JUNE 2018	406.70
			JUNE 2018		001-4000-461.23-15	INSTRUCTOR - ZUMBA CLASS JUNE 2018	191.10
165484	7/26/2018	BERRES, MARK	JUNE 2018		001-4000-461.23-15	INSTRUCTOR - YOGA CLASS JUNE 2018	70.70
165485	7/26/2018	BLANK, BARBARA	JAN 18 - JUN 18		670-7000-356.38-01	MEDICAL LIFELINE REBATE JAN 2018 - JUN 2018	5.34
165486	7/26/2018	BLUE SHIELD OF CALIFORNIA	AUGUST 2018		001-0000-204.31-00	HEALTH INSURANCE PREMIUMS AUGUST 2018	69,224.01
165487	7/26/2018	BURLINGTON SAFETY LABORATORY	54870		670-7000-473.45-16	RETEST GLOVES/HOTSTICKS PO 28487 CLOSED	1,605.08
			51181028	028487	670-7000-473.45-16	RETEST GLOVES/HOTSTICKS	1,796.04
165488	7/26/2018	CA. ST. DEPT OF TRANSPORTATION	2018 - QTR 2		100-4900-431.26-02	SIGNALS/ LIGHTING BILLING APRIL 2018 - JUNE 2018	1,509.51
165489	7/26/2018	CA. ST. DEPT. OF CONSERVATION	2018 - QTR 2		001-2700-442.41-28	SMIP FEES / 2ND QTR 2018 APRIL 2018 - JUNE 2018	473.62
165490	7/26/2018	CALIF BUILDING STANDARDS COMMISSION	2018 - QTR 2		001-0000-223.25-00	CA BUILDING STANDARD FEES 2ND QUARTER 2018	41.40
165491	7/26/2018	CALIFORNIA DEPT OF TAX AND FEE ADMIN	2018 - QTR 2		670-7010-473.27-08	QUARTERLY ENERGY TAXES APRIL 2018 - JUNE 2018	9,036.00
165492	7/26/2018	CALLAHAN, BRIAN	FUEL REIMB		001-2200-421.23-06	FUEL REIMBURSEMENT TASER CEW CERT IN AZ	79.60
165493	7/26/2018	CELL BUSINESS EQUIPMENT (CBE)	68492672		761-3100-480.90-56	FOLDING MACHINE LEASE	272.61
165494	7/26/2018	CHARLES ABBOTT ASSOCIATES, INC	58481		001-3000-442.33-53	CONSULTING SERVICES	774.40
			58482		001-2700-442.33-11	JUNE 2018 BLDG&SFTY SRVCS PO # 28718 EXPIRED	11,420.55
165495	7/26/2018	COUNSELING TEAM INTERNATIONAL, THE	50052		700-5000-480.23-07	JUNE 2018 EMPLOYEE SUPPT	700.00
165496	7/26/2018	COZAD & FOX, INC	16945		001-3000-442.33-11	SIGNING & STRIPING DESIGN	2,304.80
165497	7/26/2018	DANIELS TIRE SERVICE	230111712	029024	702-3800-480.23-49	CA STATE TIRE FEE PO # 28548 EXPIRED	145.00
			000096703		702-3800-480.38-52	STOCK TIRES PO # 28548 EXPIRED	1,361.21
165498	7/26/2018	DAVID, CAROLINE	000096703		001-0000-218.22-22	UB CR REFUND 000013488	83.48
165499	7/26/2018	DIAMOND ENVIRONMENTAL SERVICES	0001534762	029023	001-5000-446.41-86	4TH OF JULY EVENT	502.98
165500	7/26/2018	DOMINIC ROCHA BAND	7-14-18	029027	001-5000-446.41-86	4TH OF JULY EVENT	1,000.00
165501	7/26/2018	ELITE FIRE PROTECTION	46672		001-3200-412.30-06	INSPECT & RPR FIRE EXTN GS PO # 28761 EXPIRED	280.95
165502	7/26/2018	FEDEX	6-221-48664	029080	660-6300-471.23-04	FOIA REQUEST LETTER PO # 28538 EXPIRED	73.11
			05P12587	028871	702-3800-480.38-52	OVERNIGHT PACKAGE	41.72
165503	7/26/2018	FLEET SERVICES INC	05P11871	028871	702-3800-480.38-52	DRYER AIR CREDIT	(400.27)
			05P13955	029053	702-3800-480.38-52	STOCK - CIRCUIT BREAKER	34.52
165504	7/26/2018	FORTELL TRAFFIC, INC.	96339		100-4900-431.30-09	SRVCE, EVAL & RPR TO SIGN PO # 28935 EXPIRED	442.26
165505	7/26/2018	FOX OCCUPATIONAL MEDICAL CENTER	22683-95692		001-1300-412.33-32	PRE-EMPLOYMENT EXAMS DRUG SCREENING	350.00
			55361-95693		100-4900-431.33-32	DOT EXAM - COTTAGE, GREG	40.00

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165505	7/26/2018	FOX OCCUPATIONAL MEDICAL CENTER	55361-95633		702-3800-480.33-32	DOT EXAM - MEDINA, ROBERT	40.00
165506	7/26/2018	FRONTIER COMMUNICATIONS	2091884027JUL18		001-4500-412.26-05	209-188-4027 JUL 16, 2018 - AUG 15, 2018	84.73
			2131817186JUL18		703-3700-480.30-17	213-181-7186 JUL 19, 2018 - AUG 18, 2018	459.88
			9518497124JUL18		001-4500-412.26-05	951-849-7124 JUL 10, 2018 - AUG 9, 2018	117.68
			9518497296JUL18		001-4500-412.26-05	951-849-7296 JUL 16, 2018 - AUG 15, 2018	109.34
			9518499205JUL18		001-4500-412.26-05	951-849-9205 JUL 13, 2018 - AUG 12, 2018	112.16
165507	7/26/2018	GARDA CL WEST INC	20308403	028837	761-3100-480.23-43	EXCESS ITEMS JUNE 2018	121.15
165508	7/26/2018	GAS COMPANY, THE	05602682006JUL18		001-2400-472.26-06	172 N MURRAY ST JUN 14, 2018 - JUL 16, 2018	49.51
			1266249300JUL18		001-2400-472.26-06	3900 W WILSON ST JUN 7, 2018 - JUL 9, 2018	20.39
165509	7/26/2018	GOVERNMENTJOBS.COM, INC	INV24769		001-1300-412.30-17	GOVERNMENTJOBS.COM SUBSCRIPTION	1,500.00
						NEOGOV SETUP & TRAINING	5,000.00
						NEOGOV SOFTWARE LICENSE	6,339.00
165510	7/26/2018	GROSS, IRMA & SCOTT	000096859		001-0000-218.22-22	UB CR REFUND-FINALS 000016610	24.25
165511	7/26/2018	HAHN, MICHAEL	EYEWEAR 7/2018		660-6300-471.25-10	2018 VISION REIMBURSEMENT	250.00
165512	7/26/2018	HOME DEPOT #8987	4251194		670-7000-473.45-16	ELECTRICIAN POUCH PO # 28552 EXPIRED	192.82
			6013719		660-6300-471.30-02	MINI AIR FILTER, REBAR PO # 28552 EXPIRED	54.24
			8020763		660-6300-471.30-02	SPEED PRO COEX 155X100 FT PO # 28552 EXPIRED	51.59
165513	7/26/2018	HO, JILL G	JUNE 2018		001-4000-461.23-15	INSTRUCTOR -TAI CHI CLASS JUNE 2018	28.00
165514	7/26/2018	JAUREGUI, ROBERTO	MEAL 7/30/18		001-2200-421.23-06	PSP TRAINING MEAL 7/30/18	12.00
165515	7/26/2018	JORBINA-LOBATON, ROXANE	85317988REFUND		001-4020-351.35-88	ADVENTURE CAMP REFUND WKS 5-9/ NICOLAS LEE	250.00
165516	7/26/2018	KAISER FOUNDATION HEALTH	AUGUST 2018		001-0000-204.31-00	HEALTH INSURANCE PREMIUMS GROUP 101565-0002	43,118.09
165517	7/26/2018	KELLY, PATRICK	MEAL 7/30/18		001-2200-421.23-06	PSP TRAINING MEAL 7/30/18	12.00
165518	7/26/2018	KOLLER, MARIE V.	JUNE 2018		001-4000-461.23-15	INSTRUCTOR - DRAMA CLASS JUNE 2018	14.70
165519	7/26/2018	KRUEGER, BONNIE	A/C TUNE-UP '19		675-7020-473.42-35	REBATE FOR A/C TUNE-UP	50.00
165520	7/26/2018	LIBERT CASSIDY WHITMORE	1461311		700-5010-480.33-11	COACHELLA VALLEY ERC MEMBERSHIP 7/1/18-6/30/19	4,905.00
165521	7/26/2018	M BREY ELECTRIC, INC	000499		001-3200-412.30-02	TROUBLESHOOT GYM LIGHTS PO # 28692 EXPIRED	163.50
			4152		001-3200-412.30-02	REPLIER PARK OUTLETS PO # 28692 EXPIRED	163.50
			4164		001-3200-412.30-02	REPLIER PARK OUTLETS PO # 28692 EXPIRED	163.50
			330584	029109	091-3200-412.30-02	PD ELEVATOR MAIN. & REP.	303.80
			18-23		700-5040-480.33-11	PROFESSIONAL SERVICES PO # 28925 EXPIRED	1,875.00
165522	7/26/2018	MITSUBISHI ELECTRIC & ELECTRONICS	382938		702-3800-480.38-52	ONLINE JOB AD-ELECTRIC ENGINEERING MANAGER	350.00
165523	7/26/2018	MMJ SOLUTIONS, INC	2678-125401		702-3800-480.38-52	LEAF WORK LAMP	129.28
165524	7/26/2018	NORTHWEST PUBLIC ASSOCIATION	2678-128882		702-3800-480.38-52	LEAF SPRING	926.65
165525	7/26/2018	O'REILLY AUTO PARTS	156502810001		001-2700-442.36-00	PENS/INDEX CARDS/HIGHLIGHT PO # 28526 EXPIRED	420.76
			867634		761-3100-480.30-17	ONLINE SRVCE THRU 5/31	30.00
165526	7/26/2018	OFFICE DEPOT	062018		702-3800-480.30-06	MONTHLY VST INSPECTION	125.00
165527	7/26/2018	ONLINE INFORMATION SERVICES	000056855		001-4000-218.22-22	UB CR REFUND-FINALS 000018184	263.02
165528	7/26/2018	PACKHAM & TOOMEY, INC	2030166531		702-3800-480.23-49	RECYCLING FEE PO # 28549 EXPIRED	45.00
165529	7/26/2018	PALMER, EDITH				CUT OFF/MOUNT PO # 28549 EXPIRED	28.49
165530	7/26/2018	PARKHOUSE TIRE, INC.				DOLLAR TREE/LYNN LOMEJU SR CTR BINGO PRIZES	24.00
						DOLLAR TREE ROOSEVELT WILLIAMS PARK	19.42
						HARBOR FREIGHT 4TH OF JULY EVENT	11.28
						DOLLAR TREE 4TH OF JULY EVENT	21.55
						SMART & FINAL 4TH OF JULY EVENT	15.78
165531	7/26/2018	PETTY CASH CUSTODIAN-COMM SVCS	3177		001-4000-461.36-09	DOLLAR TREE/ANA SANDOVAL ROOSEVELT WILLIAMS PARK	6.47
			3178		201-4060-446.36-65	HOME DEPOT/ANA SANDOVAL SR CENTER PEBBLES	8.56
			3179		001-4000-461.36-03	BEAUMONT DO IT BEST/JEFF WOODLEY - COUPLING POOL	5.38
			3180		001-4000-461.36-09	WALMART/HEIDI MERAZ ADVENTURE CAMP SUPPLIES	14.80
			3181		001-4000-461.36-09	WALMART/HEATHER GAYNOR 4TH OF JULY EVENT	9.12
			3039		001-4000-461.36-09	DOLLAR TREE ADVENTURE CAMP SUPPLIES	24.62
165532	7/26/2018	PETTY CASH CUSTODIAN-SR CENTER				UB CR REFUND-FINALS 000021154	6.47
						RFQ # 18-022 NITROGEN RVL PO # 28572 EXPIRED	11.07
						WATER UNIFORMS PO # 28553 EXPIRED	415.80
						WASTEWATER UNIFORMS PO # 28553 EXPIRED	62.10
						REPAIR BARBOUR ST GATE LINE 4 ON PO 28698 INSUFF	2,517.48
						ADVENTURE CAMP REFUND WKS 8-9/CHRISTIAN, BIANCA	200.00
						REAL ESTATE FRAUD TRUST 876 E THEODORE ST	10.00

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165538	7/26/2018	RIV. CO. CLERK RECORDER	APV 534-221-023		001-2740-442.23-07	RELEASE PEND/LIEN BY GOVT 876 E THEODORE ST	12.00
165539	7/26/2018	RIV. CO. SHERIFF'S DEPT.	BCT0009060		001-2200-421.23-06	ROBERT JAUREGUI TUITION FTO UPDATE	130.00
165540	7/26/2018	ROMERO, DIANA	000096399		001-0000-218.22-22	UB CR REFUND-FINALS 000019878	46.46
165541	7/26/2018	ROM'S BEE SERVICE	1132		660-6300-471.23-24	BEE REMOVAL BRINTON RESRV PO 28594 EXPIRED	100.00
165542	7/26/2018	ROW TRAFFIC SAFETY, INC	16002	029084	100-4900-431.36-00	SIGN MOUNT STRAP	203.43
165543	7/26/2018	RUEHLE, TARA SHAWN M	JUNE 2018		001-4000-461.23-15	INSTRUCTOR - BALLET CLASS JUNE 2018	143.50
165544	7/26/2018	SAN GORGONIO PASS DESIGN AND PRINT	10656		001-2200-421.23-02	(2) SETS OF BUSS CARDS	51.72
165545	7/26/2018	SMITH, LOIS DBA	157717	029078	660-6300-471.33-11	6/14/18 SAFETY MEETING PO 28656 EXPIRED	250.00
165546	7/26/2018	SOMSRAY MACHINERY LLC	JUNE 2018		701-1000-461.23-15	INSTRUCTOR - GUITAR CLASS JUNE 2018	14.00
165547	7/26/2018	SOUTHERN CALIFORNIA EDISON	P-24846-02		002-3800-480.38-52	#824 WHEEL PO 28767 EXPIRED	651.02
165548	7/26/2018		2015215049JUL18		660-6300-471.26-04	WELL 11 - 7072 PLANT E-5 JUN 13, 2018 - JUL 13, 2018	242.43
			2015215072JUL18		660-6300-471.26-04	WELL 9 - 7070 PLANT D-5 JUN 13, 2018 - JUL 13, 2018	41.11
			2015215098JUL18		660-6300-471.26-04	WELL 10 - 7071 PLANT E-5 JUN 13, 2018 - JUL 13, 2018	1,080.95
			2015215155JUL18		660-6300-471.26-04	WELL 12 - 7073 PLANT D-5 JUN 13, 2018 - JUL 13, 2018	517.03
			2196273304JUL18		660-6300-471.26-04	DEL RITA BOOSTER STATION JUN 13, 2018 - JUL 13, 2018	43.51
			0974231048JUL18		702-3800-480.36-61	JUNE 2018 NATURAL GAS	2,402.67
165549	7/26/2018	SOUTHERN CALIFORNIA GAS CO	3380989968		001-2200-421.36-00	FILE FOLDERS/BATTERIES/TAPE/FILE CABINET	300.96
165550	7/26/2018	STAPLES BUSINESS ADVANTAGE	3381593371		761-3100-480.36-00	PENS/BINDERS/POST IT NOTE PO 28949 EXPIRED	231.49
			3381593372		761-3100-480.36-00	INDEX CARD TRAY PO 28948 EXPIRED	38.60
			3382093248		600-5100-435.33-53	PERFORATED PAPER PO 28948 EXPIRED	9.99
			3382093249		001-3000-442.36-00	EXTRA FINE RED PENS PO 28948 EXPIRED	33.71
			3382262028		761-3100-480.36-00	5 TIER FOLDING METAL PO 28948 EXPIRED	58.71
165551	7/26/2018	SUN LIFE FINANCIAL	3383368591	029099	670-7000-473.36-00	OFFICE TABLES	374.95
			JULY 2018		001-0000-204.14-00	LTD - STD INSURANCE JULY 2018	7,064.87
					001-0000-204.30-00	LIFE INSURANCE JULY 2018	4,510.95
165552	7/26/2018	SUPERION	208306	028652	001-0000-204.32-00	DENTAL INSURANCE JULY 2018	241.78
165553	7/26/2018	TA, HAI	209819	028652	761-3100-480.23-52	APRIL 2018 TRANSACTION IMG	118.04
165554	7/26/2018	TELEPACIFIC COMMUNICATIONS	JAN 18 - JUN 18		675-7020-473.42-36	MAY 2018 TRANSACT MNGR	648.68
			105743449-0		001-2200-421.26-05	ENERGY ASSISTANCE PROGRAM REBATE JAN 2018 - JUN 2018	2,196.27
					001-4500-412.26-05	PD PHONE SERVICE JUL 16, 2018 - AUG 15, 2018	196.50
165555	7/26/2018	THE RADAR SHOP INC	RS-10179	028931	001-2200-421.30-06	CENTRAL SRVCS PHONE SRVC JUL 16, 2018 - AUG 15, 2018	105.00
			RS-10358		001-2200-421.30-06	(2) CERT FOR LASER UNIT	88.88
165556	7/26/2018	THORNBURY, PATRICIA & DONNA	000005845		001-0000-218.22-22	QUOTE FEE	129.57
165557	7/26/2018	THORNTON, MEL	DEC 17 - MAY 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017- MAY 2018	37.45
165558	7/26/2018	TIME WARNER CABLE	FS 89 8/2018		001-2400-422.26-09	172 N MURRAY ST AUG 1, 2018 - AUG 31, 2018	6.06
165559	7/26/2018	TYKODI, THOMAS N	000095093	028953	001-0000-218.22-22	UB CR REFUND-FINALS 000015466	(4,368.54)
165560	7/26/2018	URBAN HABITAT ENV. LANDSCAPES	3795		001-0000-232.00-00	PROJECT 2017-10 Retention	87,370.80
165561	7/26/2018	UTILITY TREE SERVICE	70X29118	028387	001-3600-461.90-37	TRIM TRIMMING W/E 7/7/18	3,300.00
165562	7/26/2018	VERIZON WIRELESS	9810142594		670-7000-473.23-17	CITY COUNCIL CELL PHONES JUN 2, 2018 - JUL 1, 2018	73.47
					001-1000-411.26-05	CITY MANAGER CELL PHONE JUN 2, 2018 - JUL 1, 2018	73.51
					601-1200-412.26-05	HUMAN RESOURCES CELL PHNS JUN 2, 2018 - JUL 1, 2018	66.18
					001-1300-412.26-05	FINANCE CELL PHONE JUN 2, 2018 - JUL 1, 2018	25.44
					001-1900-412.26-05	PD CELL PHONES JUN 2, 2018 - JUL 1, 2018	577.21
					001-2200-421.26-05	DISPATCH CELL PHONE JUN 2, 2018 - JUL 1, 2018	11.23
					001-2210-421.26-05	FIRE ADMIN CELL PHONES JUN 2, 2018 - JUL 1, 2018	38.01
					001-2300-422.26-05	CODE ENFORCEMENT CELLS JUN 2, 2018 - JUL 1, 2018	34.93
					001-2740-442.26-05	PLANNING CELL PHONES JUN 2, 2018 - JUL 1, 2018	47.09
					001-2800-441.26-05	ENGINEERING CELL PHONES JUN 2, 2018 - JUL 1, 2018	71.68
					001-3000-442.26-05	BUILDING MAINTENANCE CELL JUN 2, 2018 - JUL 1, 2018	34.61
					001-3200-412.26-05	COMMUNITY SERVICES CELLS JUN 2, 2018 - JUL 1, 2018	142.89
					001-4000-461.26-05	STREETS DEPT CELL PHONES JUN 2, 2018 - JUL 1, 2018	125.49
					100-4900-431.26-05	POLICE VOLUNTEER CELL JUN 2, 2018 - JUL 1, 2018	11.23
					203-2200-446.36-00	TRANSIT DEPT CELL PHONES JUN 2, 2018 - JUL 1, 2018	181.20
					610-5800-434.26-05	DIAL A RIDE CELL PHONES JUN 2, 2018 - JUL 1, 2018	64.61
					660-6300-471.26-05	WATER DEPT CELL PHONES JUN 2, 2018 - JUL 1, 2018	281.84
					670-7000-473.26-05	ELECTRIC DEPT CELL PHONES JUN 2, 2018 - JUL 1, 2018	811.22
					580-8000-454.26-05	WASTEWATER DEPT CELLS JUN 2, 2018 - JUL 1, 2018	46.38

City of Banning  
Warrant List Detail July 2018

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
165562	7/26/2018	VERIZON WIRELESS	98.10.142594		702-3800-480.26-05	FLEET DEPT CELL PHONES JUN 2,2018 - JUL 1,2018	47.94
					703-3700-480.26-05	INFORMATION SERVICES CELL JUN 2,2018 - JUL 1,2018	130.26
165563	7/26/2018	WASTE MANAGEMENT OF THE	JUNE 2018		761-3110-480.26-05	METER READER CELL PHONES JUN 2,2018 - JUL 1,2018	139.87
165564	7/19/2018	WESTERN ENERGY INSTITUTE	000005022		690-9600-453.23-10	REFUSE FOR JUNE 2018	253,461.56
165565	7/19/2018	WESTRUX INTERNATIONAL INC	K192560		702-3500-480.38-52	RICK DIAZ - REGISTRATION AUG 20 - 24 SEATTLE WA	435.00
165566	7/26/2018	XC2 SOFTWARE, LLC	AUG 2018 RENEWL		660-6300-471.50-49	A/C HOSE PO # 28719 EXP	211.53
165567	7/26/2018	YANG, CHE	REIMBURSEMENT		001-1300-412.41-16	3 YEAR MAINT/TECH SUPPORT 08/01/2018 - 08/01/2021	5,500.00
9006267	7/6/2018	WELLS FARGO BANK	PPE 7/01/2018		001-0000-204.10-00	ORAL BOARD SNACKS & LUNCH REIMB - MAINT WORKER 7/19	33.33
9006268	7/4/2018	CA. ST. BOARD OF EQUALIZATION	2018-QTR 2		001-0000-204.10-00	PAYROLL PPE 7/01/2018	403,254.43
9006269	7/9/2018	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 7/01/18		001-0000-204.12-00	SALES AND USE TAX 2018 QTR 2 APR 1 - JUN 30	563.00
9006270	7/9/2018	INTERNAL REVENUE SERVICE	PPE 7/01/18		001-0000-204.13-00	PAYROLL TAX DEPOSIT PPE 7/01/2018	21,045.27
					001-0000-204.11-00	FICA MEDICAL/FICA REG PPE 7/01/2018	49,344.02
					001-0000-204.11-00	FICA FEDERAL/FICA REG PPE 7/01/2018	95,726.10
9006271	7/9/2018	TASC	PPE 7/01/18		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 7/01/2018	3,831.40
					001-0000-204.80-05	DEPENDENT CARE CONTRBTN PPE 7/01/2018	652.16
9006272	7/11/2018	WELLS FARGO BANK	PPE 7/01/18		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 7/01/2018	500.00
9006273	7/12/2018	CALPERS 457 PLAN - 450260	PPE 7/01/18		001-0000-204.16-00	CAL PERS 457 CONTRIBUTNS PPE 7/01/2018	60,376.78
9006274	7/12/2018	CA. ST. PUBLIC EMPLOYEES	PPE 7/01/18		001-0000-204.20-00	RETIREMENT BENEFITS FOR C NAASZ COR ADJ PPE 7/15	213.99
						RETIREMENT BENEFITS FOR D SAVARD MANUAL CK 6/28	299.98
						RETIREMENT BENEFITS FOR J DAVIS MANUAL CK 6/28	0.48
						RETIREMENT BENEFITS FOR J STEWART RETRO ER ADJ	128.57
						RETIREMENT BENEFITS FOR PEPPA SAFETY RATE ADJ 7/15	90,098.35
						RETIREMENT BENEFITS FOR PPE 7/01/2018	(1,156.12)
9006275	7/20/2018	WELLS FARGO BANK	PPE 7/15/18		001-0000-204.10-00	PAYROLL PPE 7/15/2018	412,156.44
9006276	7/23/2018	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 7/15/18		001-0000-204.12-00	PAYROLL TAX DEPOSIT PPE 7/15/2018	21,236.23
9006277	7/23/2018	INTERNAL REVENUE SERVICE	PPE 7/15/18		001-0000-204.11-00	FEDERAL INCOME TAX PPE 7/15/2018	52,224.43
					001-0000-204.13-00	FICA MEDICAL/FICA REGULR PPE 7/15/2018	93,126.06
9006278	7/23/2018	TASC	PPE 7/15/18		001-0000-204.80-05	MEDICAL CONTRIBUTIONS PPE 7/15/2018	3,831.40
					001-1200-412.15-15	DEPENDENT CARE CONTRBTN PPE 7/15/2018	652.16
					001-1300-412.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	11,106.93
					001-1400-412.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	20,411.83
					001-1900-412.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	12,081.72
					001-1910-412.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	44,171.49
					001-2200-421.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	13,150.49
					001-2210-421.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	47,006.53
					001-2740-442.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	62,323.85
					001-2800-441.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	35,392.18
					001-3000-442.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	14,834.62
					001-3200-412.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	13,040.46
					001-3600-461.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	8,090.86
					001-4010-461.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	21,537.52
					001-4050-461.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	36,414.08
					100-4900-431.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	2,209.21
					600-5100-435.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	8,317.40
					610-5800-434.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	79,312.19
					660-6300-471.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	8,143.96
					670-7000-473.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	85,112.48
					680-8000-454.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	8,644.59
					690-9600-453.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	137,043.35
					700-5020-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	445,773.25
					700-5030-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	28,894.95
					700-5040-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	69,587.33
					702-3800-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	18,771.70
					703-3700-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	11,370.51
						EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	1,202.17
						EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	15,853.60
						EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	31,276.74
						EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	38,690.62

**City of Banning  
Warrant List Detail July 2018**

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9006279	4/30/18	CA. ST. PUBLIC EMPLOYEES	100000015347205		761-3100-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	91,978.02
9006280	7/27/2018	CA. ST. PUBLIC EMPLOYEES	100000015347214		761-3110-480.15-15	EMPLOYER CONTR, UAL MISC CLASSIC FIRST 636	45,140.37
9006281	7/24/2018	CA. ST. PUBLIC EMPLOYEES	100000015347221		001-2200-421.15-15	EMPLOYER CONTR, UAL SAFETY CLASSIC FIRST CAL	1,128,669.80
9006282	7/24/2018	CA. ST. PUBLIC EMPLOYEES	100000015347231		001-2210-421.15-15	EMPLOYER CONTR, UAL SAFETY CLASSIC FIRST CAL	10,659.20
9006283	7/27/2018	WELLS FARGO BANK	PPE 7/15/2018		001-2200-421.15-15	EMPLOYER CONTR, UAL SAFETY PEPPA CALPERS	3,049.00
9006284	7/27/2018	CA. ST. EMPLOYMENT DEV. DEPT.	MC 7/26/18		001-2200-421.15-15	EMPLOYER CONTR, UAL SAFETY CLASSIC SECOND CAL	1,016.00
9006285	7/27/2018	INTERNAL REVENUE SERVICE	MC 7/26/18		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 7/15/2018	400.00
9006286	7/30/2018	CALPERS 457 PLAN - 450260	PPE 7/15/18		001-0000-204.12-00	PAYROLL TAX DEPOSIT MANUAL CHECK 7/26/18	94.22
9006287	7/30/2018	CA. ST. PUBLIC EMPLOYEES	PPE 7/15/18		001-0000-204.11-00	FEDERAL INCOME TAX MANUAL CHECK 7/26/18	289.29
					001-0000-204.16-00	FICA MEDICARE/FICA REGUIR MANUAL CHECK 7/26/18	363.64
					003-0000-204.20-00	FICA MEDICARE/FICA REGUIR PPE 7/15/2018	35,150.71
						C NAASZ ADJ FROM PPE 7/03/18	20.07
						J STEWART ADJ FROM PPE 7/03/18	0.48
						PEPPA ADJ FROM PPE 7/01/18	(128.57)
						RETIREMENT BENEFITS PPE 7/15/2018	85,375.89
<b>Grand Total</b>							<b>8,479,791.58</b>

**Less Voided / Reissued Checks from Prior Period**  
**Less Voided Checks Prior Period** (166.77)  
**Add Payroll Checks** 14,849.50  
**Total Remittance for Month** 8,494,474.31

*Voided Checks*

*July 2018*

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
7/5/2018	165145	99001	Duplicate check issued	\$ 166.77	0	0	\$ -
<b>TOTALS</b>				<b>\$ 166.77</b>			<b>\$ -</b>

# Payroll

## July 2018

Start	End	Date	Description		Check Total
11479	11501	7/6/2018	WARRANT REGISTER	\$	6,146.93
11502	11523	7/20/2018	WARRANT REGISTER	\$	7,008.75
11524	11524	7/23/2018	Manual Check	\$	92.01
11525	11525	7/26/2018	Manual Check	\$	1,601.81

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**TOTALS**

**\$ 14,849.50**

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**47 CHECKS USED**

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Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M	6585	11479	.00
	CALIF. STATE DISBURSEMENT UNIT		11480	92.30
	OFFICE OF THE ATTORNEY GENERAL		11481	241.38
	UNITED STATES TREASURY		11482	125.50
	CALIF. STATE DISBURSEMENT UNIT		11483	180.46
	TRACY YOUNGBLOOD		11484	223.39
	FRANCHISE TAX BOARD		11485	100.84
	LAPHAM, SIERRA G	4397	11486	739.92
	PEREZ, PEDRO A	6556	11487	215.32
	ALDERMAN, LUKE D	220	11488	840.33
	DAVIS, LISA A	1682	11489	10.18
	FLOYD, ANTHONY P	2394	11490	330.81
	FLOYD, JASON D	2396	11491	331.89
	GARCIA, JAREN D	2549	11492	58.89
	GILCHRIST JR, SEAN E	2699	11493	118.25
	LAPHAM, SARENA B	4398	11494	10.18
	QUINN, MELISSA S	6748	11495	458.89
	RAMIREZ, GABRIEL M	6756	11496	321.77
	TRYON, MYKAELA C	8441	11497	917.79
	UNITED STATES TREASURY		11498	260.00
	MARY NELL WARE		11499	300.00
	FRANCHISE TAX BOARD		11500	75.00
	CALIF. STATE DISBURSEMENT UNIT		11501	193.84
	Total Checks -		23	6,146.93

prepared 7/19/18, 16:30:58  
 Program PR655L  
 CITY OF BANNING

Check Register  
 BIWEEKLY  
 Pay Date 7/20/18

Page 1  
 Pay Period 15  
 7/02/18 To 07/15/18

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1000-411	PETERSON, DON M	6585	11502	.00
	CALIF. STATE DISBURSEMENT UNIT		11503	495.69
	OFFICE OF THE ATTORNEY GENERAL		11504	241.38
	UNITED STATES TREASURY		11505	125.50
	CALIF. STATE DISBURSEMENT UNIT		11506	180.46
	TRACY YOUNGBLOOD		11507	223.39
	FRANCHISE TAX BOARD		11508	72.34
	LAPHAM, SIERRA G	4397	11509	674.72
4000-461	PEREZ, PEDRO A	6556	11510	446.02
4000-461	ALDERMAN, LUKE D	220	11511	824.27
4010-461	DAVIS, LISA A	1682	11512	191.38
4010-461	FLOYD, ANTHONY P	2394	11513	176.48
4010-461	FLOYD, JASON D	2396	11514	448.87
4010-461	GARCIA, JAREN D	2549	11515	173.73
4010-461	GILCHRIST JR, SEAN E	2699	11516	306.34
4010-461	LAPHAM, SARENA B	4398	11517	241.19
4010-461	QUINN, MELISSA S	6748	11518	391.46
4010-461	TRYON, MYKAELA C	8441	11519	966.69
4010-461	UNITED STATES TREASURY		11520	260.00
	MARY NELL WARE		11521	300.00
	FRANCHISE TAX BOARD		11522	75.00
	CALIF. STATE DISBURSEMENT UNIT		11523	193.84

Total Checks - 22 7,008.75

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**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:** September 25, 2018

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

**RECOMMENDATION:**

That City Council receive and file Cash, Investment and Reserve Report for **July 31, 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 \$	18,149,537.22	\$ 13,767,644.63
Investments			
	LAIF \$	40,465,020.42	\$ 40,664,741.77
	Brokerage \$	26,429,350.26	\$ 26,430,492.40
<b>Total Funds Under Control of the City</b>	<b>\$</b>	<b>85,048,062.90</b>	<b>\$ 80,867,033.80</b>
<b>Funds Under Control of Fiscal Agents</b>			
US Bank			
	Restricted Bond Project Accounts \$	15,139,040.68	\$ 15,139,040.68
	Restricted Bond Accounts \$	5,676,578.98	\$ 5,676,578.98
Union Bank			
	Restricted Funds \$	323,521.57	\$ 1,126,155.41
<b>Total Funds Under Control of Fiscal Agents</b>	<b>\$</b>	<b>21,139,141.23</b>	<b>\$ 21,941,775.07</b>
<b>Total Funds</b>	<b>\$</b>	<b>106,187,204.13</b>	<b>\$ 102,808,808.87</b>

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

Description	Prior Month	Current Month
<b>Total Funds</b>	\$ 106,187,204.13	\$ 102,808,808.87
Restricted Funds	\$ 39,438,145.32	\$ 39,946,122.60
Assigned Funds - Specific Purpose	\$ 8,684,911.34	\$ 8,684,911.34
Committed Funds - Specific Purpose	\$ 4,096,473.25	\$ 4,528,172.25
Fund Balance Reserves	\$ 14,902,329.25	\$ 15,077,173.95
<b>Total Restricted, Assigned, Committed and Reserved Funds</b>	<b>\$ 67,121,859.16</b>	<b>\$ 68,236,380.14</b>
<b>Operating Cash - Unrestricted Reserves</b>	<b>\$ 39,065,344.97</b>	<b>\$ 34,572,428.73</b>
Less Accounts held in Investments	\$ 26,429,350.26	\$ 26,430,492.40
Liquid Cash	\$ 12,635,994.71	\$ 8,141,936.33

**ATTACHMENTS:**

- Cash, Investment and Reserve Report July 2018
- Investment Report July 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 - July 31, 2018

Cash & Investments	June 2018	July 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
Checking and Savings:	\$ 4,155.00	\$ 4,155.00	Bond Funds Held with Fiscal Agents	\$ 5,676,578.98
Wells Fargo - General Account - XXXXX5798	\$ 17,841,026.83	\$ 13,446,184.80	CASIO - City of Banning 6731036994	\$ 111,549.37
Bank of America - Parking Citations - XXXXXXXX 8776	\$ 50,666.75	\$ 53,325.42	City of Banning - 6736305920 - RPU	\$ 1,014,606.04
Bank of America - Airport Visa - XXXXXXXX 7548	\$ 171,921.14	\$ 182,209.99	Customer Deposit Accounts	\$ 1,444,311.48
Bank of America - CNG Charge Acct XXXXXXXX 5594	\$ 85,922.50	\$ 85,924.42	Capital Facility Fees (Funds 400, 410,420, 421,430, 661, & 681)	\$ 16,238,576.22
	<b>\$ 18,149,537.22</b>	<b>\$ 13,767,644.63</b>	Parking Citations	\$ 53,325.42
			Airport	\$ 182,209.99
			CNG	\$ 85,924.42
<b>State of California, Local Agency Investment Fund</b>				<b>\$ 39,946,122.60</b>
City of Banning XX-XX-050	\$ 40,465,020.19	\$ 40,664,741.54	<b>ASSIGNED FUNDS - SPECIFIC PURPOSE</b>	
Successor Agency XX-XX-001	\$ 0.23	\$ 0.23	Workers Compensation - PERMA	\$ 300,000.00
<b>% of Investments in LAIF (Maximum 40% allowed per Investment Policy)</b>	<b>60%</b>	<b>61%</b>	Capital Replacement	\$ 1,500,000.00
<b>US Bank</b>			Debt Service Payments	\$ 6,884,911.34
City of Banning Custody Account XXXXX8000				<b>\$ 8,684,911.34</b>
Government Agencies			<b>COMMITTED FUNDS - SPECIFIC PURPOSE</b>	
F H L M C 313397RK9 Disc Note Market Value \$11,975,760.00	\$ -	\$ -	General Fund - Emergency Contingency 25% (minimum req. \$1,500,000)	\$ 4,528,172.25
Maturity 1/5/2018 Rolled over into CI D 31846V401	\$ -	\$ -		<b>\$ 4,528,172.25</b>
Federal Home Loan Bks 313385LC8 Disc Note Market Value \$11,965,080.00 Maturity 8/31/2017	\$ -	\$ -		
First American Government Oblig Fd CI D 31846V401 Market Value #3802 \$4,507,982.40	\$ 12,429,350.26	\$ 4,507,982.40		
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 N M A 3135G0P49 Market Value \$2,9652,960 Maturity 8/28/2019	\$ 3,000,000.00	\$ 2,955,090.00		
F H L M C M T N 3134GBJ52 Market Value \$2,963,100 Maturity 9/27/2019	\$ 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		
Federal Home Loan Bks 3130ADFV9 Market Value \$2,957,430 Maturity 1/29/2021	\$ -	\$ 2,967,420.00		
F H L M C M T N 314GSSD8 Market Value \$1,998,200 Maturity 1/29/2021	\$ -	\$ 2,000,000.00		
	<b>\$ 26,429,350.26</b>	<b>\$ 28,430,492.40</b>		
<b>Total Funds Under Control of the City</b>	<b>\$ 85,048,062.90</b>	<b>\$ 80,867,033.80</b>		
<b>Funds Under Control of Fiscal Agents:</b>			<b>AVAILABLE FUND BALANCE RESERVES</b>	
<b>US Bank</b>			Electric Rate Stabilization Fund	\$ 6,723,446.60
2015 Water Revenue Bonds-BUA Water Projects - 258228005	\$ 1,492,730.02	\$ 1,492,730.02	Electric Operational Fund	\$ 3,361,723.30
2005 Wastewater Project Fund Bond - 792143098	\$ 3,262,866.54	\$ 3,262,866.54	BUA Water Fund	\$ 1,197,964.30
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	\$ 2,731,415.94	\$ 2,731,415.94	BUA Wastewater Fund	\$ 378,339.40
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	\$ 7,652,028.18	\$ 7,652,028.18	Self Insurance Fund	\$ 500,000.00
Restricted Project Funds Available	<b>\$ 15,139,040.68</b>	<b>\$ 15,139,040.68</b>	Designated, Unreserved	
2015 Electric Revenue Bond-Escrow Fund - 277248000/262685001			Mining Tax Collected	\$ 979,274.00
Wastewater System Improvement Project Fund Bond 1989 Escrow Account for AC 94627350- 792145000	\$ 113,658.00	\$ 113,658.00	PEG Reserve	\$ 133,104.35
Water System Improvement Project 1989 Escrow Acct AC 94627340 - 792146000	\$ 216,984.00	\$ 216,984.00	Litigation Contingency	\$ 179,189.00
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value Improvement Dist No 2904-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-78958201	\$ 2,428,543.76	\$ 2,428,543.76	Gas Tax & Police Reward	\$ 189,325.00
Improvement Dist No 2904-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-78958203	\$ 7.19	\$ 7.19	CalPERS Liability	\$ 500,000.00
BUA Wastewater Enterprise Lease Revenue Bonds Series 2005 Reserve Fund - 7912143004	\$ 523,623.18	\$ 523,623.18	Compensated Absences	\$ 934,808.00
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		<b>\$ 15,077,173.95</b>
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Cost of Issuance - 277166006	\$ -	\$ -	<b>Operating Cash</b>	
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	Balance Available for Daily Operations	\$ 34,572,428.73
Bond Funds Held with Fiscal Agent - Restricted	<b>\$ 5,676,578.98</b>	<b>\$ 5,676,578.98</b>	Less Amount held in investments	\$ 26,430,492.40
<b>Union Bank of California:</b>			Liquid Cash	<b>\$ 8,141,936.33</b>
CASIO - City of Banning XXXXX8994	\$ 111,391.58	\$ 111,549.37		
City of Banning - XXXXX5920 - RPU	\$ 212,130.01	\$ 1,014,606.04		
Funds Held with Fiscal Agent - Restricted	<b>\$ 323,521.57</b>	<b>\$ 1,126,155.41</b>		
<b>Total Funds Under Control of Fiscal Agents</b>	<b>\$ 21,139,141.23</b>	<b>\$ 21,941,775.07</b>		
<b>Grand Total</b>	<b>\$ 106,187,204.13</b>	<b>\$ 102,808,808.87</b>	<b>UNRESTRICTED RESERVES</b>	<b>\$ 34,572,428.73</b>

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





**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
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
07/14/18	1.94	1.93	190
07/15/18	1.94	1.93	190
07/16/18	1.94	1.93	188
07/17/18	1.94	1.93	187
07/18/18	1.94	1.93	187
07/19/18	1.95	1.93	189
07/20/18	1.95	1.94	188
07/21/18	1.95	1.94	188
07/22/18	1.95	1.94	188
07/23/18	1.95	1.94	186
07/24/18	1.95	1.94	190
07/25/18	1.96	1.94	189
07/26/18	1.96	1.94	188
07/27/18	1.96	1.94	190
07/28/18	1.96	1.94	190
07/29/18	1.96	1.94	190
07/30/18	1.96	1.94	190
07/31/18	1.98	1.94	194
08/01/18	1.98	1.95	199
08/02/18	1.98	1.95	198
08/03/18	1.98	1.95	197
08/04/18	1.98	1.95	197
08/05/18	1.98	1.95	197
08/06/18	1.98	1.95	197
08/07/18	1.98	1.95	195
08/08/18	1.98	1.95	195

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

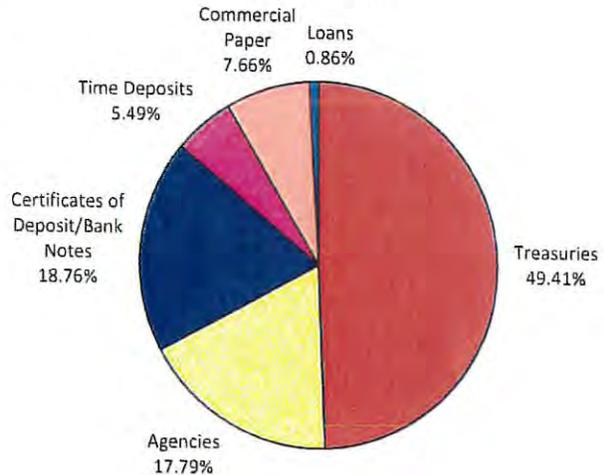
Quarter Ending 06/30/18

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**

**July 2018 1.944**  
 June 2018 1.854  
 May 2018 1.755

**Pooled Money Investment Account  
Portfolio Composition  
07/31/18  
\$90.0 billion**



Based on data available as of 8/8/2018

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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL  
**FROM:** Rochelle Clayton, Interim City Manager  
**PREPARED BY:** Interim Chief of Police Robert Fisher  
**MEETING DATE:** September 25, 2018  
**SUBJECT:** Police Department Statistics for April through July 2018

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**RECOMMENDED ACTION:**

Receive and file Police Department Statistics for April through July 2018.

**BACKGROUND:**

The Police Department provides statistics to the public and City Council.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

1. Stats for April 2018
2. Stats for May 2018
3. Stats for June 2018
4. Stats for July 2018

Approved by:



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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

Police Department Stats for April 2018

**BANNING POLICE DEPARTMENT**  
**APRIL, 2018**

<b>CRIME</b>	<b>Apr-18</b>	<b>Apr-17</b>	<b>% CHGE</b>	<b>YTD-18</b>	<b>YTD-17</b>	<b>% CHGE</b>
<b>PART 1 CRIMES</b>						
Homicide	0	0	0%	2	2	0%
Rape	1	0	100%	8	3	167%
Robbery	3	1	200%	10	3	233%
Assaults Agg/Simp	22	20	10%	84	100	-16%
Burglary	18	15	20%	65	90	-28%
Vehicle Theft	9	16	-44%	42	56	-25%
Larceny	19	29	-34%	81	109	-26%
<b>OTHER</b>						
Narcotics	32	24	33%	106	109	-3%
DUI	2	2	0%	12	12	0%
T/C Non-Injury	26	13	100%	78	76	3%
T/C Injury	5	3	67%	15	13	15%
T/C Fatal	1	0	100%	2	2	0%
Citations	281	219	28%	974	848	15%
<b>Total Incidents</b>	<b>3106</b>	<b>3303</b>	<b>-6%</b>	<b>11945</b>	<b>13380</b>	<b>-11%</b>

# **ATTACHMENT 2**

Police Department Stats for May 2018

**BANNING POLICE DEPARTMENT**  
**MAY, 2018**

<b>CRIME</b>	<b>May-18</b>	<b>May-17</b>	<b>% CHGE</b>	<b>YTD-18</b>	<b>YTD-17</b>	<b>% CHGE</b>
<b>PART 1 CRIMES</b>						
Homicide	0	0	0%	2	2	0%
Rape	3	5	-40%	11	8	38%
Robbery	1	4	-75%	11	7	57%
Assaults Agg/Simp	23	36	-36%	107	136	-21%
Burglary	21	36	-42%	86	126	-32%
Vehicle Theft	6	13	-54%	48	69	-30%
Larceny	20	20	0%	101	129	-22%
<b>OTHER</b>						
Narcotics	34	38	-11%	140	147	-5%
DUI	0	3	-100%	12	15	-20%
T/C Non-Injury	20	22	-9%	98	98	0%
T/C Injury	9	5	80%	24	18	33%
T/C Fatal	0	0	0%	2	2	0%
Citations	250	238	5%	1224	1086	13%
<b>Total Incidents</b>	<b>3168</b>	<b>3521</b>	<b>-10%</b>	<b>15113</b>	<b>16901</b>	<b>-11%</b>

# **ATTACHMENT 3**

Police Department Stats for June 2018

**BANNING POLICE DEPARTMENT**  
**JUNE, 2018**

<b>CRIME</b>	<b>Jun-18</b>	<b>Jun-17</b>	<b>% CHGE</b>	<b>YTD-18</b>	<b>YTD-17</b>	<b>% CHGE</b>
<b>PART 1 CRIMES</b>						
Homicide	0	0	0%	2	2	0%
Rape	3	1	200%	14	9	56%
Robbery	2	1	100%	13	8	63%
Assaults Agg/Simp	20	33	-39%	127	169	-25%
Burglary	26	23	13%	112	149	-25%
Vehicle Theft	6	10	-40%	54	79	-32%
Larceny	17	24	-29%	118	153	-23%
<b>OTHER</b>						
Narcotics	14	32	-56%	154	179	-14%
DUI	2	3	-33%	14	18	-22%
T/C Non-Injury	16	13	23%	114	111	3%
T/C Injury	4	3	33%	28	21	33%
T/C Fatal	0	0	0%	2	2	0%
Citations	279	225	24%	1503	1311	15%
<b>Total Incidents</b>	<b>3001</b>	<b>3411</b>	<b>-12%</b>	<b>18114</b>	<b>20312</b>	<b>-11%</b>

# **ATTACHMENT 4**

Police Department Stats for July 2018

**BANNING POLICE DEPARTMENT**  
**JULY, 2018**

<b>CRIME</b>	<b>Jul-18</b>	<b>Jul-17</b>	<b>% CHGE</b>	<b>YTD-18</b>	<b>YTD-17</b>	<b>% CHGE</b>
<b>PART 1 CRIMES</b>						
Homicide	1	0	100%	3	2	50%
Rape	0	1	-100%	14	10	40%
Robbery	2	2	0%	15	10	50%
Assaults Agg/Simp	42	29	45%	169	198	-15%
Burglary	21	13	62%	133	162	-18%
Vehicle Theft	7	8	0%	61	87	-30%
Larceny	18	15	20%	136	168	-19%
<b>OTHER</b>						
Narcotics	22	37	-41%	176	216	-19%
DUI	1	4	-75%	15	22	-32%
T/C Non-Injury	13	22	-41%	127	133	-5%
T/C Injury	3	5	-40%	31	26	19%
T/C Fatal	0	0	0%	2	2	0%
Citations	287	224	28%	1790	1535	17%
<b>Total Incidents</b>	<b>3505</b>	<b>3360</b>	<b>4%</b>	<b>21619</b>	<b>23672</b>	<b>-9%</b>

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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

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

**MEETING DATE:** September 25, 2018

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

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**RECOMMENDED ACTION:**

This is informational only; receive and file report.

**GOAL STATEMENT:**

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

**BACKGROUND:**

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

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

1. CIP Status List  
Approved by:



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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Public Works Department CIP Tracking Sheet

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project	Phase	Council Award Date	Project Kickoff	% Completed	Tasks Completed	Current Tasks	1 Month Look Ahead Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2014-03	Hargrave/Ramsey Street Intersection	Design	5/24/2015	8/10/2015	95%	PS&E are 100% complete.	Waiting for SCE to complete their design and easement documents for the relocation of power poles. Action items for Caltrans Electric preparing improvement plans.	SCE and planning Electric complete designs.	Execute easement and right of way dedication documents. Complete bid and right of way dedications. Bid project.	10/1/18	\$ 79,910
Streets	2016-11	Hahaway/Ramsey Street Intersection	Design	12/12/2016	1/19/2017	90%	Staff completed reviewing 2nd submittal of PS&E. Preliminary R/W appraisal. "Intent to Appraise" letters sent to property owners.	Banning Electric preparing improvement plans. Review of right of way documents, preparation of Temporary Construction Easements and approvals. Review final PS&E.	Present appraisal to council and property owners. Complete PS & E package.	Complete right of way acquisition. Bid project.	8/1/18	\$ 254,512
Streets	ATP-5214(02)	ATP Bicycle/Pedestrians Safe Routes to School	Environmental, Design, Construction	5/22/2018	6/19/2018	5%	Design funding allocation approved by CFC in March 2017 and approved by Board in April 2017. Council approved PS&E in 5-22-18. Design started on 6/19/18.	Coordinate utilities; provide record drawing, and evaluate field conditions prepare base map.	Prepare plan and specifications and estimates.	Review PS&E submitted by design consultant.	Design: 12/2/2018, Construction: 12/7/2019	\$ 1,082,000
Streets	HSP-5214 (010)	Traffic Signal System Improvements on Ramsey Street	Construction	6/27/2017	11/6/2017	100%	Construction completed.	Caltrans post construction review/approval and NOC.	File NOC with County & release of retention.	NOC recordation with the County & release of retention amount.		\$ 384,000
Streets	STP-5214 (011)	Ramsey Street, from Hargrave St. to west of Hahaway St.	Environmental, PS&E			80%	PS&E are 75% complete. Cultural resources study approved by Caltrans. Draft PS and E documents sent to Caltrans for review and comment.	Finalizing of PS&E	Advertise Notice Inviting to Bid, consider combining this project with Hargrave St and Hahaway St improvements for better bid costs and results.	Open bids and recommend award to City Council	10/1/18	\$ 295,000
Streets		Joshua Palmer Way Realignment	Design			95%	PS&E 95% complete. Submittal to Caltrans for review. Funding agreement in place. Approvals completed.	Right of way acquisition. Caltrans review. Property owners are conducting their own approvals.	Negotiate right-of-way acquisition price with property owners. Complete all improvements plans. Obtain Caltrans permit.	Notice Inviting to bid		
Parks	2017-01	Lions Park, Multi-Purpose Fields, CEQA	Environmental	11/7/2016		95%	Received FAA and ALUC approval for project. ABS2 Consultation was started. Completed borrowing owl study. ABS2 Consultation Complete.	Complete CEQA Document	MyLars submittal and final approval of PS&E.	Looking for funding for Construction	10/1/18	\$ 66,300
Parks	2017-03	Lions Park Multi Purpose Fields	Design	7/11/2017	9/5/2017	95%	Staff is reviewing the SWPPP, WQMP and preliminary plans, specifications and engineering estimates.	Staff is reviewing the final PS&E.			10/1/18	\$ 77,798
Parks	2016-04	Roosevelt Williams Park Improvements	Construction	6/27/2017	8/2/2017	100%	Construction completed.	Reviewing delay change order requests related to rock issue.	Approval of NOC by City Council.	Filing of NOC with the County and release of retention amount.		\$ 2,450,000
Parks	2017-10	Reggier Park Parking Lot Landscaping	Design	3/13/2018	4/5/2017	100%	Project completed.	Approval and recordation of NOC	Release of retention	Approval of NOC		\$ 88,467
Parks	2017-10	Reggier Park Parking Lot Landscaping	Construction	3/13/2018	5/7/2018	98%	Project construction completed, maintenance period has ended.		Final Acceptance and NOC	Recordation of NOC and release of retention.	10/1/18	\$ 482,910
Building Maint	2017-01	Community/Senior Center Improvements	Construction	3/27/2018	6/11/2018	95%	Demolition completed. Mold abatement completed. Roof installation completed, gym flooring installed, painting completed, security system installed.	Final punchlist items.	Final Acceptance and NOC			\$ 2,100,000
Water	2016-02W	Water Canyon Pipeline Replacement	Construction	11/14/2017	11/30/2017	100%	Installation of 7,300 feet of 24-inch Ductile Iron Pipe. Installation of 1,000 feet of 18-inch Ductile Iron Pipe. Paleontological Resources, Disinfection and BACT Testing. Re-seeding of disturbed areas. Final reports to permitting agencies. Final change order based on field-measured quantities.	Final Acceptance and NOC	Project closure	Project closure	6/27/18	\$ 2,100,000
Water	2016-01W	Water Line Replacement (3 Locations)	Design	3/24/2015	4/15/2016	95%	100% Design for Location 3; 90% Design for Location 2	90% review for Location 2; pre-molar review for Location 3	Complete plans and specs for Location 3	Complete plans and specs for Location 2	9/30/18	\$ 107,980
Water / Wastewater / Non-potable	2017-11W	Integrated Regional Water Management Plan	Plan Development	3/14/2017	4/11/2017	99%	Draft Plan; SAC outreach; workshop; Project Nomination Submittals and Evaluation; Boundary coordination with Coahuila Region and acceptance by DWR. Final IRWM Plan adoption by IRWAG. City Council approval. Formal submittal to DWR. Made revisions based on initial comments.	Submit amendment request to use remaining grant funds for additional groundwater modeling. Responding to DWR comments and requests for additional information.	Coordination with other IRWM regions in the Colorado River funding area;	IRWM Plan implementation; Attend a Workshop with DWR and other regions in the funding Area; grant application. The implementation phase may be tracked as a separate project.	12/31/18	\$ 1,079,304
Water	2017-04W	Groundwater Audit	Planning		10/6/2017	90%	Kickoff Meeting, Data Gathering, Data Review and Analysis, Draft Summary Report	Review of Draft Summary Report	Meeting to discuss Pumping Recommendations	Finalize Groundwater Audit Report; Implementation	10/31/18	\$ 19,886
Water	2017-17W	Repair of Wells and Pumps	Construction	2/27/2018	3/22/2018	99%	Rehab and Repair of Well 3 Electric; Rehab and Repair of Well M7; Repair of Well M16; Pump efficiency tests	Replace leaky pump seals;	Final Acceptance and NOC	Project Closure	9/30/18	\$ 134,077
Water	Part of 2014-03	Hargrave Waterline - Williams to Hofer	Design	Part of Hargrave/Ramsey Intersection contract	5/16/2018	50%	Determined preliminary waterline alignment; phoning for all utilities and service laterals; AutoCAD drafting of preliminary alignment; Reviewed initial CAD draft; RFP evaluations; staff report to BUA; Agreement; Purchase Order	Complete 90% design and specifications	Combine with Hargrave/Ramsey plans and specifications; Bid project	Award construction contract.	11/30/18	Part of Hargrave/Ramsey Streets project
Water	2018-02W	New Domestic Water Well CB	Design	9/10/2018	9/24/2018	0%		Kickoff meeting	Site visit and transmittal of data to consultant	Task 1 - Evaluation of feasibility	6/30/20	\$ 67,296

Water	2018-07W	Altitude Values for Storage Reservoirs	Design	9/10/2018	9/24/2018	0%	RFP evaluations; staff report to BUI; Agreement; Purchase Order	Kickoff meeting	Site survey and verification of overflow piping iterations	Preliminary Design	12/31/18	\$ 55,225
Wastewater	2018-03WW	Nitrogen Removal Feasibility Study	Planning	9/25/2018 (tentative)	10/6/2018	0%	RFQ process, proposal evaluation; staff report recommending award to Montrose Environmental	Kickoff meeting	Data Review; Workshop with City Staff and Consultant	Model Development; Additional Investigations; Final Report and Recommendations	10/31/19	\$ 351,669
Non-potable		Well NP-1	Rehab and Design	N/A - Paradise Project	6/5/2018	5%	Kickoff Meeting; Award of Contract for Rehabilitation and Well Development; Conceptual Design	Well Rehab	Well Development	Capacity Recommendation; 60% Design; 90% Design; 100% PS&E; Environmental; Bid	3/31/19	DIF Credits, TBD
Non-potable		Irrigation Pipeline Phase 1 Segments B & C	Redesign and Permitting	N/A - Paradise Project	6/5/2018	30%	Kickoff Meeting; Submitted Encroachment Permit to Citrus	Investigating possible re-design to save costs	Finalize Design and Specifications	Construction bid	11/30/18	DIF Credits, TBD
Non-potable		Non-potable Reservoir	Design	N/A - Paradise Project	6/5/2018	15%	Kickoff Meeting; Reservoir Sizing Calculations	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction bid	3/31/19	DIF Credits, TBD
Non-potable		Recycled Water Booster Station at WWTP	Design	N/A - Paradise Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction bid	5/30/19	DIF Credits, TBD
Non-potable		President's Booster Station	Design	N/A - Paradise Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction bid	5/30/19	DIF Credits, TBD
Water		Britton Booster Station	Design	N/A - Paradise Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction bid	6/30/19	DIF Credits, TBD
Water / Non-potable		Old Lane Booster Station	Design	N/A - Paradise Project	6/5/2018	5%	Kickoff Meeting; Conceptual Design	Preliminary Design	Preliminary Design	30% Design; 60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	6/30/19	DIF Credits, TBD
Water		Foothill West Reservoir	Design	N/A - Paradise Project	6/5/2018	5%	Kickoff Meeting	Reservoir Sizing	Conceptual Design	30% Design; 60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	6/30/19	DIF Credits, TBD
Wastewater		Ramey LRT Station	Design	N/A - Paradise Project	6/5/2018	5%	Kickoff Meeting; Conceptual Design	Site Acquisition	Phase 1 ESA; Site Acquisition	30% Design; 60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/29/19	DIF Credits, TBD
Wastewater		Atwell Offsite Sewer Trunk Mains	Design	N/A - Paradise Project	6/5/2018	10%	Kickoff Meeting; Sewer Flow Monitoring	CCTV Video Inspection	Video Inspection Report and Condition Assessment	Identification of Existing Devices; Survey and Utility Potholing; Preliminary Design for New Sewer Trunk Mains; 60% Design; 90% Design; 100% PS&E; Construction bid	9/30/19	DIF Credits, TBD
LMD	2017-12	Landscape Maintenance District No. 1 Redesign	Design		7/10/2017	80%	Reviewed conceptual plans; Field work; staff provided RW Park Specs and current costs to the consultant.	Complete Design drawings and cost estimates.	Submit Draft Landscape design drawings including irrigation, cost estimates and Specs. for review and approval.	Design and Specs final approval by the City.	8/31/18	\$ 24,560

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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Art Vela, Director of Public Works  
Holly Stuart, Management Analyst

**MEETING DATE:** September 25, 2018

**SUBJECT:** Adopt Resolution 2018-116, Establishing a Pre-Approved Transportation Planning and Traffic Engineering Services Vendor List for the Remainder of Fiscal Year 2019 through Fiscal Year 2021

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**RECOMMENDED ACTION:**

City Council adopt Resolution 2018-116 establishing a pre-approved transportation planning and engineering services vendor list for the remainder of Fiscal Year 2019 through Fiscal Year 2021.

**BACKGROUND:**

The Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to engineering, water, wastewater, streets and buildings. In addition to managing public works projects, staff is also responsible for processing private land development projects related to Public Works infrastructure. In preparation for upcoming workloads related to private development (e.g. Atwell/Butterfield) the need to establish a pre-approved vendor list of firms able to perform transportation planning and traffic engineering services has been identified.

Subsequently, on June 1, 2018 and June 8, 2018 publications were advertised in the local newspaper, the Press Enterprise, requesting proposals from qualified firms for transportation planning and traffic engineering services. Additionally, a Request for Proposals (RFP) was released through the PlanetBids program notifying qualified firms of the opportunity. Fifty-seven (57) firms were sent direct solicitations through the

PlanetBids program. The deadline to submit proposals was June 28, 2018 and five (5) firms responded with submittals.

The scope of services requested in the RFP include: data collection and analysis, development of transportation policies, project prioritization, feasibility studies, preparation of or review of traffic impact studies and preparation of warrant studies. A full list of services can be found in the attached RFP.

A three-person evaluation committee consisting of City staff members evaluated the proposals based on qualifications of the entity, experience of key personnel, approaches in providing services, and rates.

Listed below are the top three (3) scoring firms:

<b>CONSULTANT</b>	<b>WEIGHTED SCORE</b>
TKE Engineering, Inc.	409.33
LSA Associates, Inc.	390.83
Albert A. Webb Associates	387.50

**JUSTIFICATION:**

In anticipation of an increase workload related to private land development activities, the Public Works Department has recognized a need of additional resources to provide dedicated transportation planning and traffic engineering services.

Establishing a pre-approved vendor list would expedite the process of obtaining these services as well as reduce the time spent by city staff preparing and evaluating formal RFPs and proposals.

**FISCAL IMPACT:**

Resolution 2018-116, if approved, creates an approved vendor list only, therefore there is no fiscal impact.

City staff will present future recommendations to award professional service agreements for the abovementioned services based on submittal of cost proposals from the approved vendors for individual projects.

**ALTERNATIVE:**

Reject Resolution 2018-116, if rejected, staff can prepare project specific RFP's for transportation planning and traffic engineering services which will require additional costs in advertisements, staff hours to prepare RFPs and for the evaluation of proposals.

**ATTACHMENTS:**

1. Resolution 2018-116
2. Request for Proposals
3. Publication Notice

Approved by:



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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## *Resolution 2018-116*

## RESOLUTION 2018-116

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING A PRE-APPROVED TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES VENDOR LIST FOR THE REMAINDER OF FISCAL YEAR 2019 THROUGH FISCAL YEAR 2021

**WHEREAS**, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to engineering, water, wastewater, streets and buildings; and

**WHEREAS**, as part of these responsibilities, staff manages public works projects related to private development and in consideration of an increase workload related to future private land development activities the need to establish a pre-approved vendor list of firms able to perform transportation planning and traffic engineering services has been identified; and

**WHEREAS**, on June 1, 2018 and June 8, 2018 publications were advertised in the local newspaper, the Press Enterprise, requesting proposals from qualified firms for transportation planning and traffic engineering services; and

**WHEREAS**, the request was also released on PlanetBids.com where fifty-seven (57) firms were directly solicited with five (5) firms responding with the submission of proposals; and

**WHEREAS**, an evaluation committee consisting of three City staff members evaluated the proposals based on qualifications, experience, approach and rates; and

**WHEREAS**, as part of the evaluation process, the top three (3) firms were identified as having the ability to provide the requested services and have been selected to make up the City's approved vendor list for transportation planning and transportation engineering services:

1. TKE Engineering, Inc.
2. LSA Associates, Inc.
3. Albert A. Webb Associates

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

The City Council adopts Resolution 2018-116 establishing a pre-approved vendor list of firms approved to provide transportation planning and engineering services. This pre-approved list is established through a formal Request for Proposals (RFP 18-019) for the remainder of Fiscal Year 2019 through Fiscal Year 2021.

**PASSED, APPROVED AND ADOPTED** this 25th day of September, 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 2018-116, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

# **ATTACHMENT 2**

## Request for Proposals



**REQUEST FOR PROPOSAL**  
**FOR**  
**18-019**  
**TRANSPORTATION PLANNING AND ENGINEERING SERVICES ON AN AS**  
**NEEDED BASIS**

**CITY OF BANNING**  
**Public Works Department**  
**99 East Ramsey Street**  
**Banning, California 92220**

**Released on June 01, 2018.**

**REQUEST FOR PROPOSAL (RFP) NO. 18-019**  
**TRANSPORTATION PLANNING AND ENGINEERING SERVICES ON AN AS**  
**NEEDED BASIS**

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Transportation Planning and Engineering Services on an as needed basis.

NOTICE IS HEREBY GIVEN that online bid price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for RFP#18-019 Transportation Planning and Engineering Services on an as needed basis, on or before the hour of 10:00 a.m. on June 28, 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.)

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

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.

## **1. BACKGROUND**

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water

supplies and the memorable and inspiring scenic vistas of both Mt. San Geronio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

## 2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	June 1, 2018
Deadline for Written Questions	June 13, 2018 by 3:00 p.m.
Responses to Questions Posted on Web	June 20, 2018 by 5:00 p.m.
Proposals are Due	June 28, 2018 by 10:00 a.m.
Interview (if held)	The Week of July 17, 2018
Approval of Contract	August 1, 2018 (Tentative)

All dates are subject to change at the discretion of the City.

## 3. SCOPE OF WORK

### A. Transportation Planning and Engineering Services Scope of Work

The City desires to obtain the services from an outside organization to assist with Transportation Planning and Engineering Services for city planning and capital improvement projects.

- 1.) Transportation Planning includes, but is not limited to, the following:
  - a. Development of transportation policies for inclusion in General Plan, including development of a multimodal functional classification system
  - b. CEQA environmental studies
  - c. Data collection for all transportation modes; including but not limited to traffic counts, vehicle classification and assessment of existing conditions
  - d. Project prioritization
  - e. Cost estimates (planning level)
  - f. Public outreach – Tasks may include developing materials for the public. This may include content for the City’s web site.
  - g. Preparation of grant applications
  - h. Preparation of plan documents
  - i. Pedestrian facility planning and design
  - j. Transportation systems management/transportation demand management strategies
  - k. Traffic calming assessment and design
  - l. Feasibility study – all modes

- m. Developing and administering surveys, conducting analysis or results
- 2.) Traffic Engineering includes, but is not limited to, the following:
- a. Traffic signal timing and coordination
  - b. Traffic impact studies
  - c. Corridor and intersection analysis, including operations, safety, and level of service
  - d. Warrant studies
  - e. Review/prepare construction detour plans
  - f. Traffic counts-including daily counts, classification count, and turning movement counts for all modes
  - g. Signing, marking and striping plans
  - h. Roadway and intersection design
  - i. Concept designs for new or existing signalized intersection slated for modification (include considerations for transit, pedestrian and bicycle movements and focus on alternatives that reduce current intersection inefficiencies)
  - j. Traffic operation analysis
  - k. Develop technical information for grant applications
  - l. Review Countywide Transportation Model; coordinate with County's consultant and provide traffic/transportation data as required
  - m. Review Transportation section of an EIR
  - n. Update City with new Manual on Uniform Traffic Control Devices (MUTCD) standards for traffic signals that need to be implemented and/or updated

## **B. Licensing**

Licensed Traffic Engineer.

## **4. PROPOSAL FORMAT GUIDELINES**

Interested entities or Consultants are to provide the City of Banning with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Cover Letter**

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Consultant's office located nearest to Banning, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the

terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Banning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and **e-mail address**.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the online rate form to submit pricing as specified for their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Additional pricing information can be submitted within your proposal. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services with the City. The form of the Agreement is enclosed as an online attachment, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as online attachments to this RFP, which should be included with proposals:

- (1) Ex Parte Communications Certificate
- (2) Price Proposal (Online Rate Sheet)
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Submission of Proposals**

*Complete proposals must be submitted and received no later than the deadline.*

*Proposals will not be accepted after this deadline.*

*Proposals submitted in paper form, faxed or e-mailed will not be accepted.*

Submit proposals 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. Financial Statements only can be delivered separately to the Purchasing Division in a sealed envelope marked confidential if preferred. The Financial Statement shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Bidder’s Business Name, Proposer Identity— with the RFP number and the due date. Be sure to label and deliver following same deadline requirements.

- **Inquiries**

*Questions about this RFP must be directed in writing, via the City of Banning, Planetbids Vendor Portal:* <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>.

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums, responses to questions received, and additional information will be posted to the Banning online bid system. Proposers should check the web page above regularly for new information. The City will endeavor to answer all written questions timely that are received no later than the deadline listed in the schedule of events. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this

provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Banning, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## 6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with the City's Purchasing and Procedures Policy (Policy). The following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----35%

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-----25%

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-----30%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----10%

### Qualifications:

All proposals received by the due date will be evaluated by the City. Only Information which is received in response to the RFP, input from references and any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

### Selection Criteria:

The City will select the most qualified proposal(s) based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

a. Ability of the Firm to Carry Out and Manage the Proposed Project/Services.

An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the City's need for an on-call consultant, the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

b. Capabilities of the Consultant Team Members.

Assessment of the capabilities of the individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on similar projects.

c. Proximity to the Project Involved for the Proposer and/or Team.

The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location. Firms located in the City of Banning, or who have a team member who lives in Banning, may be given local preference.

d. Willingness to Comply with the Proposed Agreement Terms.

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

e. Billing Rate

Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates throughout the first fiscal year of the contract, from July 1, 2018 through June 30, 2019. If the contract is extended to an additional year, the City will consider renegotiation of the billing rates.

**7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

In accordance with its Policy, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

**A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

**B. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

**C. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of July 17, 2018 and will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral

interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## **8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## 9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

## 10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the "*Ex Parte Communications Certificate*" form (See Online Attachment) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

## 11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## 12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "*Disclosure of Government Positions*" form. (See Online Attachment).

## 13. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as (See Online Attachment, "*Professional Services Agreement Sample*"), to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

## 14. DISQUALIFICATIONS QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state,

or local project because of a violation of law or a safety regulation. (See Online Attachment, "*Disqualifications Questionnaire*").

## 15. STANDARD TERMS AND CONDITIONS

### Addendums

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums and additional information will be posted to the Banning Procurement Registry, <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. Proposers should check this web page daily for new information.

### Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

### Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

# **ATTACHMENT 3**

## **Public Notice**

**Vendor Notifications**

500 external vendors notified through BidBroadcast

57 City of Banning vendors notified

Notified Vendors on June 1, 2018

**Using Criteria Category:**

955125 - PUBLIC WORKS/RELATED SERV: ENGINEERING

<b>AECOM</b> (614020) 401 West A Street San Diego, CA 92101 United States	<b>Contact:</b> Sharon Limburg <b>Phone:</b> 619-610-7600 <b>Fax:</b> <b>Email:</b> sharon.limburg@aecom.com	
<b>AirX Utility Surveyors, Inc.</b> (527403) 5191 Mayberry Ave. Rancho Cucamonga, CA 91737 United States	<b>Contact:</b> Dawn Kanavy <b>Phone:</b> 909-493-1554 <b>Fax:</b> 909-493-1554 <b>Email:</b> dkanavy@airxus.com	DGS,CADIR,WBE
<b>Albert A. Webb Associates</b> (543062) 3788 McCray Street Riverside, CA 92506 United States	<b>Contact:</b> Business Development <b>Phone:</b> 951-686-1070 <b>Fax:</b> <b>Email:</b> info@webbassociates.com	CABE,CADIR
<b>Albert Grover &amp; Associates</b> (527747) 211 Imperial Hwy Ste 208 Fullerton, CA 92835 United States	<b>Contact:</b> Dave Roseman <b>Phone:</b> 714-992-2990 <b>Fax:</b> 714-992-2883 <b>Email:</b> aga@albertgrover.com	DGS,CADIR
<b>Alta Environmental</b> (554989) 3777 Long Beach Blvd Long BEach, CA 90807 United States	<b>Contact:</b> Ghina Yamout <b>Phone:</b> 850-980-2078 <b>Fax:</b> <b>Email:</b> ghina.yamout@altaenviron.com	
<b>Annealta Group</b> (534497) 4952 Warner Ave, Ste 227 Huntington Beach, CA 92649 United States	<b>Contact:</b> Tim D'Zmura <b>Phone:</b> 714-625-5840 <b>Fax:</b> <b>Email:</b> marketing@annealtagroup.com	
<b>Applied EarthWorks, Inc.</b> (527553) 133 N. San Gabriel Blvd. Suite 201 Pasadena, CA 91107 United States	<b>Contact:</b> Jess DeBusk <b>Phone:</b> 626-578-0119ext. 106 <b>Fax:</b> 626-204-5590 <b>Email:</b> marketing@appliedearthworks.com	DGS,CABE,CADIR
<b>AQUALity Engineering, Inc.</b> (548791) 145 Bonita Street, Unit E Arcadia, CA 91006 United States	<b>Contact:</b> Helene Baribeau <b>Phone:</b> 714-488-0496 <b>Fax:</b> <b>Email:</b> HBaribeau@AQUALityeng.com	DGS,DBE,WBE
<b>CivilSource, Inc.</b> (545035) 9890 Irvine Center Drive Irvine, CA 92618 United States	<b>Contact:</b> Amy Amirani <b>Phone:</b> 949-585-0477 <b>Fax:</b> <b>Email:</b> Civil@civil-source.com	
<b>Construction Testing and Engineering South, Inc.</b> (527498) 14538 Meridian Parkway, Suite A Riverside, CA 92518 United States	<b>Contact:</b> Tiffany Hilborn <b>Phone:</b> 619-453-1393 <b>Fax:</b> 760-746-9806 <b>Email:</b> tiffany@ctesouth.com	
<b>Design West Engineering</b> (537010) 275 W. Hospitality Ln. Suite 100 San Bernardino, CA 92408 United States	<b>Contact:</b> Jeremy Richard <b>Phone:</b> 909-890-3700 ext. 229 <b>Fax:</b> 909-890-3770 <b>Email:</b> jrichard@designwesteng.com	CABE

**Vendor Notifications**

**Dudek** (527471)  
605 Third St  
Encinitas, CA 92024  
United States

**Contact:** Marketing Services  
**Phone:** 800-450-1818  
**Fax:**  
**Email:** rfp@dudek.com

**ENGEIO Incorporated** (617591)  
6 Morgan Suite 162  
Irvine, CA 92618  
United States

**Contact:** Catherine Lewis  
**Phone:** 925-866-9000  
**Fax:**  
**Email:** clewis@engeio.com

**Engineering Resources of Southern California** (615563)  
1861 W. Redlands Blvd.  
Redlands, CA 92373  
United States

**Contact:** Craig Brudin  
**Phone:** 909-890-1255  
**Fax:** 909-890-0995  
**Email:** info@erscinc.com

**Environmental Science Associates** (527363)  
626 Wilshire Blvd. Suite 1100  
Los Angeles, CA 90017  
United States

**Contact:** Adrienne Bargeron  
**Phone:** 213-599-4300  
**Fax:**  
**Email:** abargeron@esassoc.com

**Fernandez Project Services, Inc.** (589654)  
3041 Santa Carlotta Street  
La Crescenta, CA 91214  
United States

**Contact:** Darrell Fernandez  
**Phone:** 626-260-6448  
**Fax:** 818-957-7434  
**Email:**  
darrell.g.fernandez@gmail.com

**Forsgren Associates, Inc** (565728)  
3110 Gold Canal Dr  
Suite C  
Rancho Cordova, CA 95670  
United States

**Contact:** Sergio Guillen  
**Phone:** 916-638-1119 ext. 5245  
**Fax:**  
**Email:** sguillen@forsgren.com

**G2 Integrated Services** (580583)  
1855 Gateway Boulevard, Suite 225  
Concord, CA 94520  
United States

**Contact:** Joe Currie  
**Phone:** 760-710-7528  
**Fax:**  
**Email:** joe.currie@g2-is.com

**Glenn A. Rick Engineering & Development Company** (528602)  
1770 Iowa Avenue, Suite 100  
Riverside, CA 92507  
United States

**Contact:** Shannon Stewart  
**Phone:** 951-782-0707  
**Fax:**  
**Email:**  
sstewart@rickengineering.com

**Griffin Structures, Inc.** (630568)  
2 Technology Drive, Suite 150  
Irvine, CA 92618  
United States

**Contact:** Lynne Rue  
**Phone:** 949-497-9000 ext. 265  
**Fax:** 949-497-8883  
**Email:** lrue@griffinstructures.com

**Henkels & McCoy, Inc.** (533350)  
2840 Ficus Street  
Pomona, CA 91766  
United States

**Contact:** Ronica Torres  
**Phone:** 909-517-3011  
**Fax:** 909-517-3899  
**Email:** rtorres@henkels.com

CADIR

**Huitt-Zollars** (553425)  
2603 Main Street  
Suite 400  
Irvine, CA 92614  
United States

**Contact:** Remi Candaele  
**Phone:** 949-988-5815  
**Fax:**  
**Email:** rcandaele@huitt-zollars.com

**Interwest Consulting Group** (630147)  
15140 Transistor Lane  
Huntington Beach, CA 92649  
United States

**Contact:** Michelle Marengo  
**Phone:** 714-899-9039  
**Fax:**  
**Email:** bids@interwestgrp.com

**Kemcorp Construction, Inc.** (564648)  
2060 E. Locust Street, Unit G  
Ontario, CA 91761  
United States

**Contact:** Jason Bollinger  
**Phone:** 909-947-0639  
**Fax:** 909-947-0624  
**Email:** estimating@kemcorp.net

DGS, CADIR

**Vendor Notifications**

**Kyle Groundwater, Inc.** (622942)  
557 E. Pasadena St., Ste 2  
Pomona, CA 91767  
United States

**Contact:** Russell Kyle  
**Phone:** 626-379-7569  
**Fax:**  
**Email:**  
russell.kyle@kylegroundwater.com

**Landscape Dynamics** (533518)  
3359 Locust St.  
Riverside, CA 92501  
United States

**Contact:** Gregory Zoll  
**Phone:** 951-264-4839  
**Fax:**  
**Email:**  
gregzoll@landscapedynamics.net

**Lechowicz & Tseng Municipal Consultants** (574725)  
PO Box 3065  
Oakland, CA 94609  
United States

**Contact:** Alison Lechowicz DGS,WBE  
**Phone:** 510-545-3182  
**Fax:**  
**Email:**  
alison@ltnunicconsultants.com

**LSA Associates, Inc.** (527526)  
1500 Iowa Avenue  
Suite 200  
Riverside, CA 92507  
United States

**Contact:** Lori Sellers  
**Phone:** 951-781-9310 ext. 258  
**Fax:** 951-781-4277  
**Email:** Lori.Sellers@lsa.net

**Maxwell Products, Inc.** (603249)  
650 South Delong Street  
Salt Lake City, UT 84104  
United States

**Contact:** Alexis Crochet  
**Phone:** 801-972-2090 ext. 129  
**Fax:**  
**Email:**  
alexis@maxwellproducts.com

**McAlister GeoScience** (618803)  
5030 E 2nd Street, Suite 200  
Long Beach, CA 90803  
United States

**Contact:** David McAlister  
**Phone:** 714-423-3796  
**Fax:**  
**Email:** dmcalister@mcageosci.com

**Michael Baker International** (527759)  
9755 Clairemont Mesa Blvd.  
San Diego, CA 92124  
United States

**Contact:** Debi Bright CABE,CADIR  
**Phone:** 858-614-5045  
**Fax:**  
**Email:** leads@mbakerintl.com

**Moore Twining Associates, Inc.**  
(577405)  
2527 Fresno Street  
Fresno, CA 93720  
United States

**Contact:** Macy Moore  
**Phone:** 559-268-7021  
**Fax:**  
**Email:** macym@mooretwining.com

**MSA Consulting, Inc.** (614271)  
34200 Bob Hope Drive  
Rancho Mirage, CA 92270  
United States

**Contact:** Bridgette Rowe  
**Phone:** 760-320-9811  
**Fax:** 760-323-7893  
**Email:**  
browe@msaconsultinginc.com

**MTGL Inc.** (630234)  
2992 E. La Palma Avenue  
Suite A  
Anaheim, CA 92806  
United States

**Contact:** Steven Koch DGS,DBE,MBE,WBE  
**Phone:** 714-632-2999 ext. 2114  
**Fax:** 714-632-2974  
**Email:** skoch@mtglinc.com

**NV5, Inc.** (617563)  
15092 Avenue of Science, Suite 200  
San Diego, CA 92562  
United States

**Contact:** Kami Helmsworth  
**Phone:** 858-385-2156  
**Fax:**  
**Email:** kami.helmsworth@nv5.com

**Panache Engineering Inc.** (578758)  
150N Santa Anita Ave, Suite 300  
Arcadia, CA 91006  
United States

**Contact:** Mohsen Elattar  
**Phone:** 626-698-0784  
**Fax:**  
**Email:** Info@panacheg.com

**Parsons** (527765)  
100 W Walnut St  
Pasadena, CA 91124  
United States

**Contact:** Brian Leto  
**Phone:** 626-440-3616  
**Fax:**  
**Email:** brian.letto@parsons.com

**Vendor Notifications**

**PrimeSource PM, LLC** (628757)  
655 Deep Valley Drive, Suite 335  
Rolling Hills Estates, CA 90274  
United States

**Contact:** Karen McLaurin Buresh  
**Phone:** 424-903-0980  
**Fax:**  
**Email:**  
karen.buresh@primesourcepm.com

**Quantum Quality Consulting, Inc.**  
(527729)  
2720 Sepulveda Blvd  
Suite 100  
Torrance, CA 90505  
United States

**Contact:** Frank Bigdeli  
**Phone:** 310-891-3994  
**Fax:** 310-891-3995  
**Email:**  
quantum.consulting.rfp@gmail.com

**RWDI USA LLC** (580278)  
421 SW 6th Avenue, Suite 450  
Portland, OR 97204  
United States

**Contact:** Kassie McIntyre  
**Phone:** 503-467-4710  
**Fax:**  
**Email:**  
kassie@greenbuildingservices.com

**SCST, Inc.** (630297)  
1130 Palmyrita Avenue, Suite 330A  
Riverside, CA 92507  
United States

**Contact:** Dan Marino  
**Phone:** 951-294-7306  
**Fax:**  
**Email:** dmarino@scst.com

DVBE,CADIR

**Senitica Construction, Inc.** (631197)  
7290 Altizer Ct  
Corona, CA 92880  
United States

**Contact:** Tony Kasbar  
**Phone:** 909-486-3239  
**Fax:**  
**Email:** bids@senitica.com

CADIR

**SPEC Services, Inc.** (531905)  
10540 Talbert Ave., Suite 100 East  
Fountain Valley, CA 92708  
United States

**Contact:** Carole Cross  
**Phone:** 714-963-8077 ext. 1511  
**Fax:** 714-963-0364  
**Email:** ccross@specservices.com

**The Altum Group** (601394)  
73710 Fred Waring Dr  
Palm Desert, CA 92260  
United States

**Contact:** Mike Peroni  
**Phone:** 760-346-4750  
**Fax:**  
**Email:**  
projects@thealtumgroup.com

DGS,CADIR

**The K.W.C. Companies, Inc.** (580477)  
1880 Compton Avenue  
Suite 100  
Corona, CA 92881  
United States

**Contact:** Brandon Barnett  
**Phone:** 951-734-2130 ext. 250  
**Fax:**  
**Email:**  
brandon.barnett@kwcengineers.com

DGS,CABE,CADIR

**Thermal Energy Solutions, inc.**  
(583322)  
1000E 21st street.  
Bakersfield, CA 93305  
United States

**Contact:** Ivan Ayala  
**Phone:** 661-489-4100  
**Fax:** 661-489-4103  
**Email:**  
ivanayala@thermalenergyinc.com

**Three Peaks Corp** (550378)  
PO Box 101  
Calimesa, CA 92320  
United States

**Contact:** Erik Simmons  
**Phone:** 909-795-1690  
**Fax:**  
**Email:** erik@threepeakscorp.com

**United-Heider Inspection Group**  
(532179)  
22620 Goldencrest Drive, Suite 112  
Moreno Valley, CA 92553  
United States

**Contact:** Lary Novasel  
**Phone:** 951-697-4777  
**Fax:** 951-653-1144  
**Email:** lnovasel@united-heider.com

CADIR

**V2C Group, Inc.** (527276)  
3410 La Sierra Avenue  
Riverside, CA 92503  
United States

**Contact:** Anthony Mendoza  
**Phone:** 951-784-9602  
**Fax:**  
**Email:** visions\_v2c@yahoo.com

**Vendor Notifications**

**Vali Cooper & Associates** (629888)  
1935 Chicago Avenue Unit A  
Riverside, CA 92507  
United States

**Contact:** Debbie Martin  
**Phone:** 951-788-6028  
**Fax:** 951-788-8025  
**Email:**  
debbie.martin@valicooper.com

**Valued Engineering, Inc.** (527519)  
180 N. Benson Ave  
Suite A  
Upland, CA 91786  
United States

**Contact:** Jeff Meiter  
**Phone:** 909-982-4601  
**Fax:**  
**Email:** jeff@valued-eng.com

**Virginkar & Associates, Inc.** (583607)  
1501 E. Orangethorpe Avenue  
Suite 200  
Fullerton, CA 92831  
United States

**Contact:** Arun M. Virginkar  
**Phone:** 714-993-1000  
**Fax:** 714-993-1092  
**Email:** inquiry@va-inc.com

**Wallace & Associates** (577397)  
1655 East 6th Street, Suite A-4a  
Corona, CA 92879  
United States

**Contact:** Carl Wallace  
**Phone:** 951-966-7774  
**Fax:**  
**Email:** carl@wallace-cm.com

**Weka, Inc** (566428)  
27075 5th Street  
Highland, CA 92346  
United States

**Contact:** Jared Himle  
**Phone:** 909-425-8700  
**Fax:** 909-425-8706  
**Email:** wekainc@gmail.com

CADIR

**West Yost Associates** (618101)  
2020 Research Park Drive  
Suite 100  
Davis, CA 95618  
United States

**Contact:** Peri Siepman  
**Phone:** 530-756-5905  
**Fax:** 530-756-5991  
**Email:** psiepman@westyost.com

Notified Vendors on June 20, 2018

**Using Criteria Category:**

955125 - PUBLIC WORKS/RELATED SERV: ENGINEERING

**AndersonPenna Partners, Inc.** (643271)  
3737 Birch Street, Suite 250  
Newport Beach, CA 92660  
United States

**Contact:** Patricia Hefner  
**Phone:** 949-428-1500ext. 7104  
**Fax:**  
**Email:** phefner@andpen.com

DBE,WBE

**T J K M** (643596)  
4305 Hacienda Drive  
Suite 550  
Pleasanton, CA 94588  
United States

**Contact:** Michelle Macer  
**Phone:** 925-436-0611  
**Fax:** 925-463-3690  
**Email:** rfp@tjkm.com

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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Art Vela, Director of Public Works  
Holly Stuart, Management Analyst

**MEETING DATE:** September 25, 2018

**SUBJECT:** Authorize the Interim City Manager to sign the Notice of Completion for Project No. 2017-10, “Replier Park Parking Lot Landscape Improvements” as complete and direct the Deputy City Clerk to record the Notice of Completion

---

**RECOMMENDED ACTION:**

That the City Council accept Project No. 2017-10, “Replier Park Parking Lot Landscape Improvements” as complete, authorize the Interim City Manager or her designee to sign the Notice of Completion and direct the Deputy City Clerk to record the Notice of Completion.

**BACKGROUND:**

On March 13, 2018 the City Council adopted Resolution 2018-25 awarding an Agreement to Urban Habitat Environmental Landscapes of La Quinta, California in the amount of \$88,466.80 with the inclusion of a 10% contingency for a total budget amount of \$97,314 for the completion of Project No. 2017-10, “Replier Park Parking Lot Improvements”.

The scope of work for landscape improvements consisted of landscaping and irrigating the existing parking lot planters, swales fronting the parking lot and the retention basin at the northwest corner of George Street and San Gorgonio Avenue. Drought tolerant landscape materials were used and water conservation measures were also incorporated. Services under this contract also included a 90-day maintenance and plant establishment period which began on June 15, 2018 and ended September 12, 2018.

Change Order No. 1 was processed in the amount of \$2026.06 requiring the Contractor to furnish and install additional control wires and modules. Change Order No. 2 was processed in the amount of \$2,050 requiring the Contractor to furnish and install additional decomposed granite and control valves.

**JUSTIFICATION:**

The lowest qualified bidder, Urban Habitat Environmental Landscapes, was awarded the contract and completed work on June 14, 2018. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory and that the contractor had met required contract obligations.

**FISCAL IMPACT:**

The original contract was awarded in the amount of \$88,466.80 and the final contract amount for this project was \$92,542.86, 4.6% over the awarded amount and under the allocated project budget approved under Resolution 2018-25. The project was funded by the Parks Division, Account No. 001-3600-461.90-37.

**ALTERNATIVE:**

City Council may elect to not accept the project as complete which would keep the project open and prevent the release of retention funds to the contractor.

**ATTACHMENTS:**

1. Notice of Completion
2. Project Pictures

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Notice of Completion

1 WHEN RECORDED MAIL TO:  
2

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

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

---

12  
13 NOTICE OF COMPLETION

14 PROJECT NO. 2017-10,  
15 "REPPLIER PARK PARKING LOT LANDSCAPE IMPROVEMENTS"

16 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City  
17 of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil  
18 Code of the State of California, and Project No. 2017-10 is hereby accepted by the City of  
19 Banning, pursuant to authority conferred by the City Council this September 25, 2018, and  
20 the grantees consent to recordation thereof by its duly authorized agent.  
21

22  
23 That the OWNER, the City of Banning, and Urban Habitat Environmental Landscapes of  
24 La Quinta, California, the vendee, entered into an agreement dated March 28, 2018, for  
25 Project No. 2017-10, "Repplier Park Parking Lot Landscape Improvements".  
26

27 The principal items of work consisted of landscaping and irrigating the existing parking lot  
28 planters, swales fronting the parking lot and retention basin at the northwest corner of  
29 George Street and San Gorgonio Avenue. The work was performed at Repplier Park, 789  
30 North San Gorgonio Avenue, Banning, CA 92220.  
31

32 That the work was substantially completed on July 14, 2018, for Project No. 2017-10  
33 "Repplier Park Parking Lot Landscape Improvements":

34 (1) The Nature of Interest was landscaping and irrigating completed on July 14,  
35 2018 for Project No. 2017-10, "Repplier Park Parking Lot Improvements".

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

4 (3) That said landscape improvement work was performed 789 North San  
5 Gorgonio Avenue, Banning, CA 92220.

6 (4) That the original contractor for said improvement was Urban Habitat  
7 Environmental Landscapes, State Contractor's License No. 594702.

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

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

10  
11 Dated: September 25, 2018

12 CITY OF BANNING  
13 A Municipal Corporation

14  
15  
16  
17 By \_\_\_\_\_  
18 Rochelle Clayton  
19 Interim City Manager  
20

21  
22 APPROVED AS TO FORM:  
23  
24  
25

26  
27 \_\_\_\_\_  
28 Kevin G. Ennis, Esq., City Attorney  
29 Richards, Watson & Gershon  
30  
31  
32  
33  
34  
35

**JURAT**

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

State of California  
County of Riverside

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

(S e a l)

\_\_\_\_\_  
Notary Public in and for said County  
and State

STATE OF CALIFORNIA)

) ss

COUNTY OF RIVERSIDE)

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

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

Executed on \_\_\_\_\_, 2018 at Banning, California.

\_\_\_\_\_  
Deputy City Clerk of the City of  
Banning

# **ATTACHMENT 2**

## Project Pictures









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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Art Vela, Director of Public Works  
Tammi Phillips, Management Analyst

**MEETING DATE:** September 25, 2018

**SUBJECT:** Receive and File San Gorgonio Pass Regional Water Alliance Meeting Update

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**RECOMMENDED ACTION:**

This is informational only; receive and file report.

**BACKGROUND:**

The San Gorgonio Regional Water Alliance (SGPRWA) meets on the fourth Wednesday of each month at Banning City Hall. Participating are representatives from 13 regional water providers and local governments located in the San Gorgonio Pass region. The goals of the SGPRWA are "to improve coordination, collaboration and communication among local, state and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region to achieve greater efficiency and effectiveness in delivering water supplies and to develop and promote common water strategies that will, when implemented, fulfill the water demands of the regional area for the future."

During the August 22, 2018 meeting, Elizabeth Lovsted, Director of Water Supply Planning, of the Eastern Municipal Water District delivered a presentation on Making Conservation a California Way of Life. The presentation addressed requirements from Executive Order B-37-16 which was issued by Governor Brown May 2016. The Order called for a more wisely use of water, the elimination of water waste, the strengthening of local drought resilience and improving agricultural water use efficiency and drought planning.

Ms. Lovsted outlined implementation plans to measure progress and meet the requirements of the Order as identified in Senate Bill 606 and Assembly Bill 1668, Water Management Planning. The development of efficiency standards and how the State Water Resource Control Board will enforce the Order were outlined.

**ATTACHMENT:**

1. Presentation - Making Conservation a California Way of Life

Approved by:



---

Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Making Conservation a California Way of Life**



**emwd** EASTERN MUNICIPAL WATER DISTRICT

# Making Conservation a California Way of Life

Elizabeth Lovsted, PE  
August 22, 2018

## Background

- 2009 Senate Bill x7-7 (20% by 2020)
- California Water Plan 2014
  - Action 1: "Make Conservation a California Way of Life"
  - Action 5: "Manage and Prepare for Dry Periods"
- May 9, 2016, Governor Brown Issued Executive Order B-37-16 entitled "Making Conservation A California Way of Life"
- April 2017 Implementation Framework
- Implementation Legislation: Senate Bill 606/Assembly Bill 1668



## Make Conservation a California Way of Life

- **Use water more wisely**
  - Emergency conservation regulations
  - New water use targets
  - Permanent monthly reporting
- **Eliminate water waste** SB 606/AB 1668
  - Water use prohibitions
  - Minimizing water loss
  - Innovative water loss & control technologies
- **Strengthen local drought resilience**
  - Water Shortage Contingency Plans
  - Urban Water Management Plans
  - Drought planning for small water suppliers and rural communities
- **Improve agricultural water use efficiency and drought planning**
  - Strengthened agricultural water management plan requirements



## Executive Order Was Specific on Long-term Efficiency Targets



"These water use targets shall be *customized to the unique conditions of each water agency*, shall generate more statewide water conservation greater than existing requirements, and shall strengthen standards for:

- Indoor residential per capita water use;
- Outdoor irrigation, in a manner that incorporates landscape area, local climate and new satellite imagery data;
- Commercial, Industrial, and Institutional (CII) water use, and
- Water loss through leaks"



## Urban Water Use Objective

- An aggregate efficiency target will be calculated for each retail agency

$$\begin{aligned}
 & \text{(Aggregate Estimated Indoor Residential Water)} + \\
 & \text{(Aggregate Estimated Efficient Outdoor Irrigation)} + \\
 & \text{(Aggregate Estimated Efficient Water Losses)} + \\
 & \text{(Aggregate Estimated Water Used for Variances)}
 \end{aligned}$$

+

Allowable Bonus Incentive Adjustment

=

Urban Retail Water Supplier's "Adjusted" Urban Water Use Objective



## Aggregate Estimated Indoor Residential Water

$$\text{Indoor Target} = (\# \text{ of Residents}) \times (\text{Indoor GPCD standard})$$

- Gallons per person per day standard defined:
  - 55 GPCD until 2025
  - 52.5 GPCD from 2025 to 2030
  - 50 GPCD after 2023
- Department of Water Resources (DWR) study
  - Due to Legislature by January 1, 2021
  - Describe benefits and impacts of indoor water standards on:
    - Water and wastewater management
    - Potable water usage
    - Recycling and reuse



## Aggregate Estimated Efficient Outdoor Irrigation

- Applies to residential and commercial irrigated through a dedicated meter
- Irrigable landscape area provided by DWR
  - Parcel based
  - Delivered to water suppliers by January 1, 2021
  - Pilots underway
- Standards to be developed by DWR
  - Based on Principles of Model Water Landscape Ordinance
  - Developed by October 1, 2021



## Aggregate Estimated Efficient Water Losses

- Establish water loss standard through SB 555 process
- Stakeholder workgroups on-going
- Water loss standard adopted by July 1, 2020



## Aggregate Estimated Water Used for Variances

- Adopt appropriate variances for unique uses:
  - Evaporative coolers
  - Horses and other livestock
  - Fluctuation in seasonal population
  - High TDS in recycled water
  - Dust control
  - Ponds for wildlife
  - Agriculture
- Standard developed by October 1, 2021
- Bonus Incentive for Potable Reuse
  - 15% of target for existing
  - 10% of target for other



## Allowable Bonus Incentive Adjustment

- Volume of potable reuse from an existing facility **not to exceed 15% of urban water use objective**
- Volume of potable reuse from a new facility **not to exceed 10% of urban water use objective**
- Existing facilities:
  - Have completed environmental review by January 1, 2019
  - Become operational by January 1, 2022



## Commercial, Industrial and Institutional (CII) – Performance Measures

- No volumetric standard or target, but requires Performance Measures
  - Developed by October 1, 2021
  - Stakeholder Process
  - Recommendations for:
    - CII accounts classification
    - Separate metering for landscape
    - Best management practices including water audits and water management plans



## New Reporting Requirements

- Monthly data
  - Extension of emergency reporting requirements
  - Water production, water use or water conservation
  - SWRCB adopts after January 1, 2019
- Annual Supply and Demand Assessment
  - Required June 1, 2019
  - “Evaluate the urban water supplier’s water supply reliability for the current year and one dry year”



## Strengthen Local Drought Resilience

- Update contents of Urban Water Management Plan (UWMP)
  - Conduct a 5-year drought risk assessment
  - Evaluations criteria used to conduct assessment will be locally applicable
  - Energy data
- Prepare Water Shortage Contingency Plan (WSCP)
  - Define methodology and evaluation criteria used to conduct Annual Water Budget Forecast
  - Include six standard shortage levels and shortage response actions for each shortage level
  - Communication plan
  - Implementation authorities
  - Financial plan for drought conditions



## Efficiency Standards Development

### Reporting Regulations

- Fall 2018: Begin Rulemaking
- After Jan 2019: Adopt Regulations

### Water Loss Standard

- Stakeholder meetings (now)
- By Jan 2019: Begin rulemaking
- By July 2020: Adopt regulation

### Residential Indoor Standard

- Study 55 GPCD indoor
- Stakeholder engagement
- By Jan 2021: Complete report

### Other Standards

- Stakeholder process
- By Oct 2021: Recommend CII, variances, calculation
- By May 2022: Identify potential impacts
- By June 2022: Adopt



## Enforcement Path (State Water Resource Control Board)



## Current Activities

- Water Loss Stakeholder Workgroups
  - Two completed workshops
    - March 2018: Introduction and Overview
    - June 2018: Water loss detection and reduction methods
- Landscape Area Measurements for Retail Urban Supplier
  - June 2018: Pilot results presented
- Agency lead workgroups

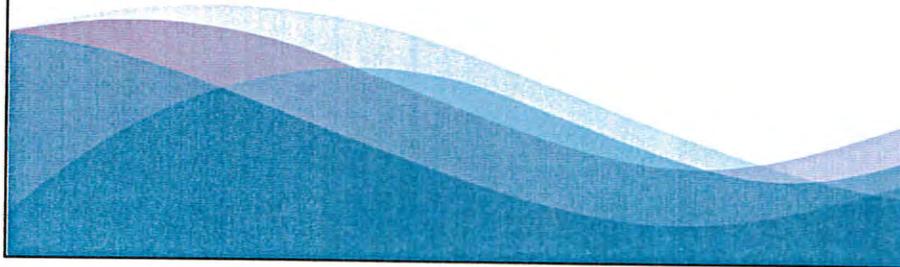




## Contact Information

Elizabeth Lovsted  
Director of Water Supply Planning  
(951) 928-3777 Ext. 4307

Email: [lovstede@emwd.org](mailto:lovstede@emwd.org)





**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

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

**MEETING DATE:** September 25, 2018

**SUBJECT:** Accept the Right-of-Way Dedications from APN 541-161-030 and 541-150-020 for Road and Utilities Purposes

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**RECOMMENDATION:**

Accept the right-of-way dedications from APN 541-161-030 and 541-150-020 for road and utilities purposes and direct the City Clerk to sign the certificates of acceptance and record said dedications.

**JUSTIFICATION:**

It is essential to obtain the right-of-way dedications so that the Ramsey & Hargrave Intersection Improvements can be constructed.

**BACKGROUND:**

On May 26, 2015, the City Council awarded a design contract to Cozad & Fox, Inc. to complete the street improvement project at the intersection of Ramsey Street and Hargrave Street. The intention of this project is to widen Ramsey Street and Hargrave Street within the project limits to improve traffic flow and safety and to meet City General Plan circulation requirements.

The scope of work for this project includes the relocation of the curb and gutters along both sides of Hargrave Street, north of Ramsey Street to Williams Street and along the north side of Ramsey Street fronting one parcel to the east of the intersection and one parcel to the west of the intersection. Additionally, the scope of work also includes a traffic signal relocation plan and the installation of a water main along Hargrave Street from Ramsey Street to Hoffer Street.

The Public Works Department reached out to the affected property owners, Neal T. Baker Enterprises (APN 541-161-030) and Pacific Banning Inc. (APN 541-150-020) to explain the project and purpose of the right-of-way dedications; they both are voluntarily providing the right-of-way dedications.

**FISCAL IMPACT:**

Not applicable.

**ALTERNATIVE**

Reject the easement dedications. If rejected the proposed street improvements will not be constructed.

**ATTACHMENTS:**

1. Vicinity Map
2. Easement Dedications
3. Certificates of Acceptance

Approved by:

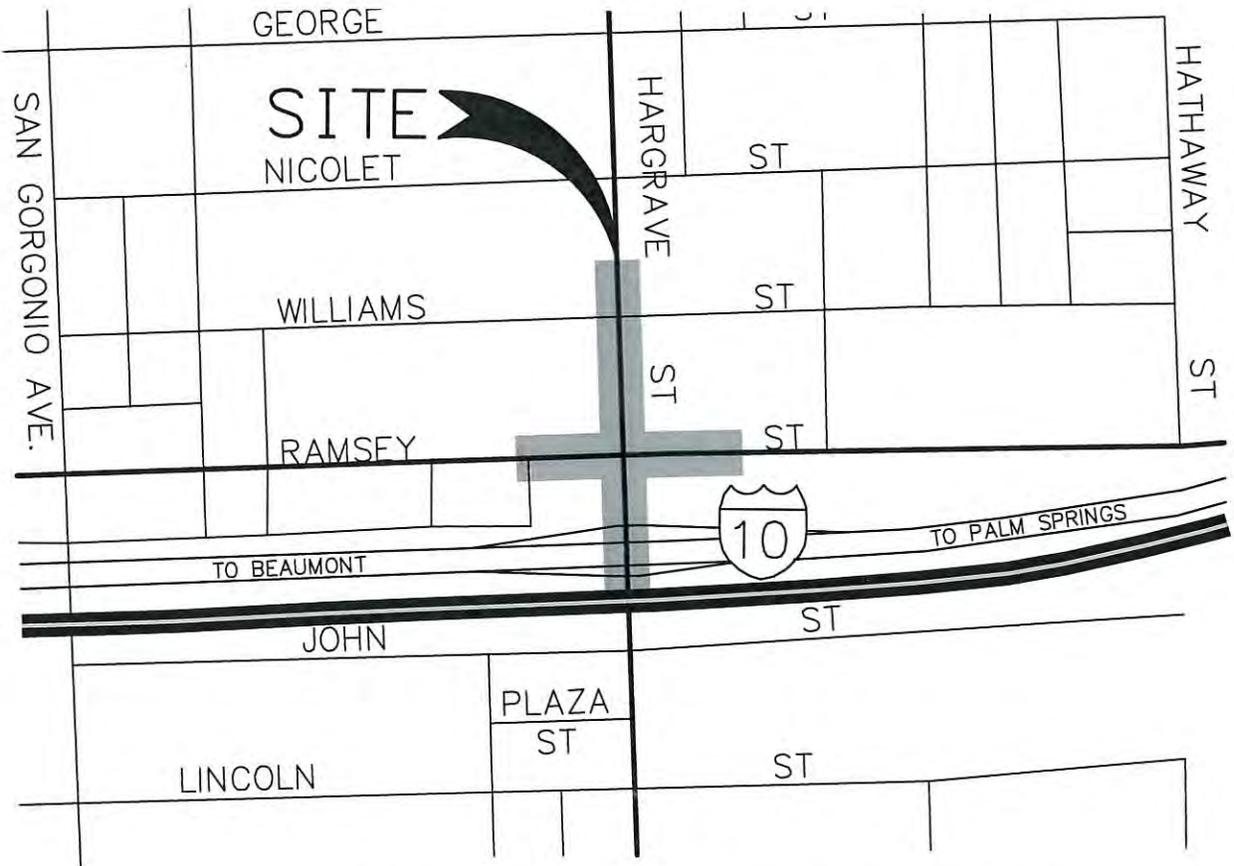


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Rochelle Clayton  
Interim City Manager

# ATTACHMENT 1

## Vicinity Map



VICINITY MAP  
N.T.S



# **ATTACHMENT 2**

## Easement Dedications

<p>EXEMPT RECORDING REQUESTED BY City of Banning PER GOV'T CODE 6103 AND WHEN RECORDED MAIL TO:</p> <p>City of Banning – City Clerk P.O. Box 998 Banning, CA 92220</p> <p>MAIL TAX STATEMENTS TO:</p> <p>City of Banning – City Clerk P.O. Box 998 Banning, CA 92220</p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**RIGHT-OF-WAY DEDICATION – ROAD AND UTILITIES PURPOSES**

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby make an irrevocable R.O.W. DEDICATION to the City of Banning, a political subdivision of the State of California, and its successors or assigns for public road, street, highway, and utilities purposes, the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (legal description) and shown on Exhibit "B" (plat map) attached hereto and incorporated herein by this reference as though set forth in full.

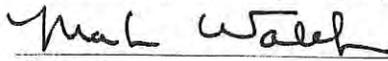
It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 10 day of APRIL, 2018.

NEAL T. BAKER ENTERPRISES

Individual/Corporation (Type Name)



Signature

MARK WALEK, TREASURER

Name and Title (Type)

\_\_\_\_\_  
Individual/Corporation (Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Type)

See acknowledgements attached to this document.

## 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.

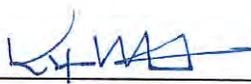
State of California  
County of ORANGE )

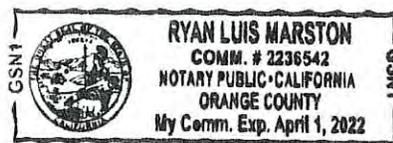
On APRIL 10 before me, RYAN LUIS MARSTON  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**OFFER OF DEDICATION**

A PORTION OF BLOCK 169 OF THE LANDS OF THE BANNING LAND COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 3 PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA AND IN BOOK 5 PAGE 186 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THAT PORTION OF THAT REAL PROPERTY DESCRIBED IN DEED RECORDED FEBRUARY 03, 2005 AS INSTRUMENT NUMBER 2005-0096331 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHWESTERLY CORNER OF SAID DEED, SAID CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF HARGRAVE STREET (30.00 FEET HALF-WIDTH);

**THENCE** SOUTH 89°31'06" EAST ALONG THE NORTH LINE OF SAID DEED, A DISTANCE OF 14.00 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 14.00 FEET, MEASURED AT RIGHT ANGLES TO SAID EAST RIGHT-OF-WAY LINE;

**THENCE** SOUTH 00°02'56" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 127.46 FEET;

**THENCE** SOUTH 44°31'40" EAST, A DISTANCE OF 32.29 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 20.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH RIGHT-OF-WAY LINE OF RAMSEY STREET (30.00 FEET HALF-WIDTH);

**THENCE** SOUTH 89°06'16" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 113.39 FEET TO THE EAST LINE OF SAID DEED;

**THENCE** SOUTH 00°02'56" WEST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE;

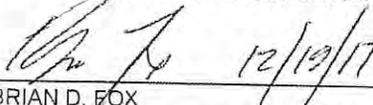
**THENCE** NORTH 89°06'16" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.06 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID HARGRAVE STREET;

**THENCE** NORTH 00°02'56" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 170.02 FEET TO THE **POINT OF BEGINNING**

CONTAINING 5,358 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

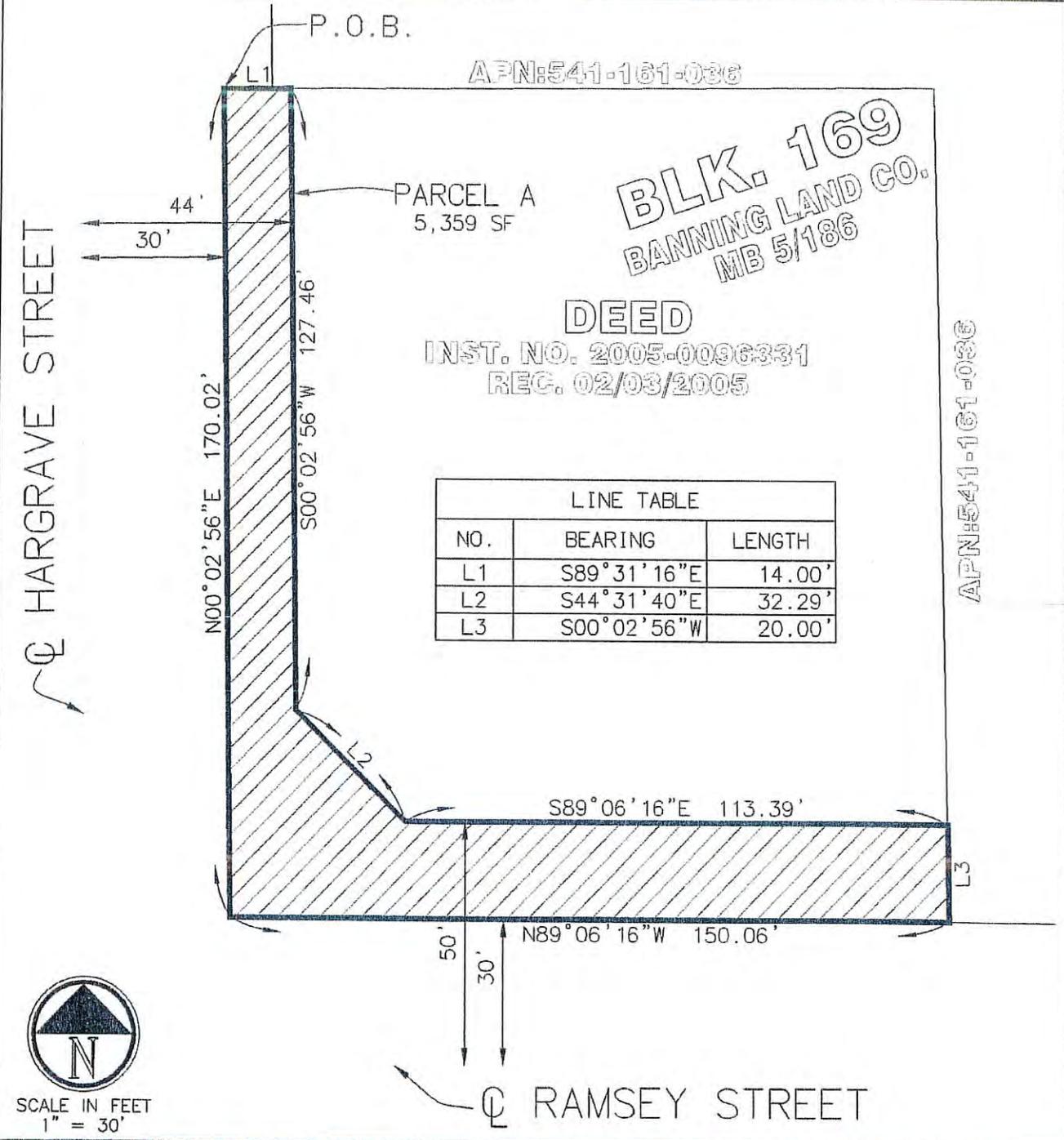
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
BRIAN D. FOX  
PROFESSIONAL LAND SURVEYOR NO. 7171



# EXHIBIT 'B'

APN: 541-161-030



**ABBREVIATIONS**  
P.O.B. POINT OF BEGINNING



**Cozad & Fox, Inc.**  
CIVIL / STRUCTURAL ENGINEERS  
MUNICIPAL CONSULTANTS / PLANNERS  
SURVEYORS / GPS  
151 SOUTH GIRARD STREET  
HEMET, CA 92544

SHEET  
**1**  
OF 1 SHEETS  
DATE:

ACCEPTANCE CERTIFICATE

The City of Banning hereby accepts the R.O.W. DEDICATION hereby attached and consents to the recordation of this document as set forth above by \_\_\_\_\_, on behalf of the Grantee pursuant to the authority delegated to him by City Council Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_. Nothing herein is intended nor shall anything herein be construed as acceptance of the property until such dedication has been accepted by appropriate action of the City Council, as of the local governing bodies or its successors or assigns.

CITY OF BANNING

\_\_\_\_\_  
George Moyer  
Mayor

ATTEST:

\_\_\_\_\_  
Marie A. Calderon  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

<p>EXEMPT RECORDING REQUESTED BY City of Banning PER GOV'T CODE 6103 AND WHEN RECORDED MAIL TO:</p> <p>City of Banning – City Clerk P.O. Box 998 Banning, CA 92220</p> <p>MAIL TAX STATEMENTS TO:</p> <p>City of Banning – City Clerk P.O. Box 998 Banning, CA 92220</p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**RIGHT-OF-WAY DEDICATION – ROAD AND UTILITIES PURPOSES**

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby make an irrevocable R.O.W. DEDICATION to the City of Banning, a political subdivision of the State of California, and its successors or assigns for public road, street, highway, and utilities purposes, the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (legal description) and shown on Exhibit "B" (plat map) attached hereto and incorporated herein by this reference as though set forth in full.

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 7th day of September, 2018.

Pacific Banning, Inc.  
Individual/Corporation (Type Name)

[Signature]  
Signature

Kenny Pang President  
Name and Title (Type)

\_\_\_\_\_  
Individual/Corporation (Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Type)

See acknowledgements attached to this document.



ACCEPTANCE CERTIFICATE

The City of Banning hereby accepts the R.O.W. DEDICATION hereby attached and consents to the recordation of this document as set forth above by \_\_\_\_\_, on behalf of the Grantee pursuant to the authority delegated to him by City Council Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_. Nothing herein is intended nor shall anything herein be construed as acceptance of the property until such dedication has been accepted by appropriate action of the City Council, as of the local governing bodies or its successors or assigns.

CITY OF BANNING

\_\_\_\_\_  
George Moyer  
Mayor

ATTEST:

\_\_\_\_\_  
Marie A. Calderon  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**STREET DEDICATION**

A PORTION OF BLOCK 168 OF THE LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOCATED WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 3 PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA AND IN BOOK 5 PAGE 186 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DOCUMENT NUMBER 2014-0089270 OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE CALIFORNIA AND MORE PRECISELY DESCRIBED AS FOLLOWS;

**BEGINNING** AT A POINT 30 FEET WEST OF THE CENTERLINE OF HARGRAVE STREET AND 40 FEET NORTH OF RAMSEY STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°13'32" W PARALLEL WITH THE CENTERLINE OF RAMSEY STREET A DISTANCE OF 200.15 FEET;

THENCE N 0°20'58" W A DISTANCE OF 15 FEET;

THENCE S 89°13'32" E PARALLEL WITH THE CENTERLINE OF RAMSEY STREET A DISTANCE OF 150.46 FEET;

THENCE N 45°13'01" E A DISTANCE OF 49.98 FEET TO A POINT DISTANT WESTERLY 44 FEET FROM THE CENTERLINE OF THE AFOREMENTIONED HARGRAVE STREET;

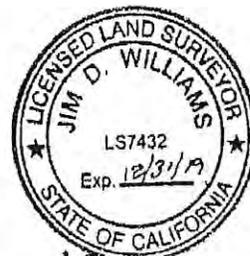
THENCE N 0°20'23" W PARALLEL WITH SAID CENTERLINE OF HARGRAVE STREET A DISTANCE OF 501.50 FEET;

THENCE N 42°42'08" W A DISTANCE OF 33.83 FEET TO A POINT DISTANT SOUTHERLY 30 FEET FROM THE CENTERLINE OF WILLIAMS STREET SAID POINT BEING ON THE SOUTHERLY LINE OF WILLIAMS STREET;

THENCE S 89°52'30" E ALONG SAID SOUTHERLY LINE OF WILLIAMS STREET A DISTANCE OF 36.80 FEET TO A POINT DISTANT 30 FEET WESTERLY FROM THE CENTERLINE OF THE AFOREMENTIONED HARGRAVE STREET, SAID POINT BEING ON THE WESTERLY LINE OF HARGRAVE STREET;

THENCE S 0°20'23" E ALONG SAID WESTERLY LINE OF HARGRAVE A DISTANCE OF 577.16 FEET TO THE TRUE POINT OF BEGINNING.

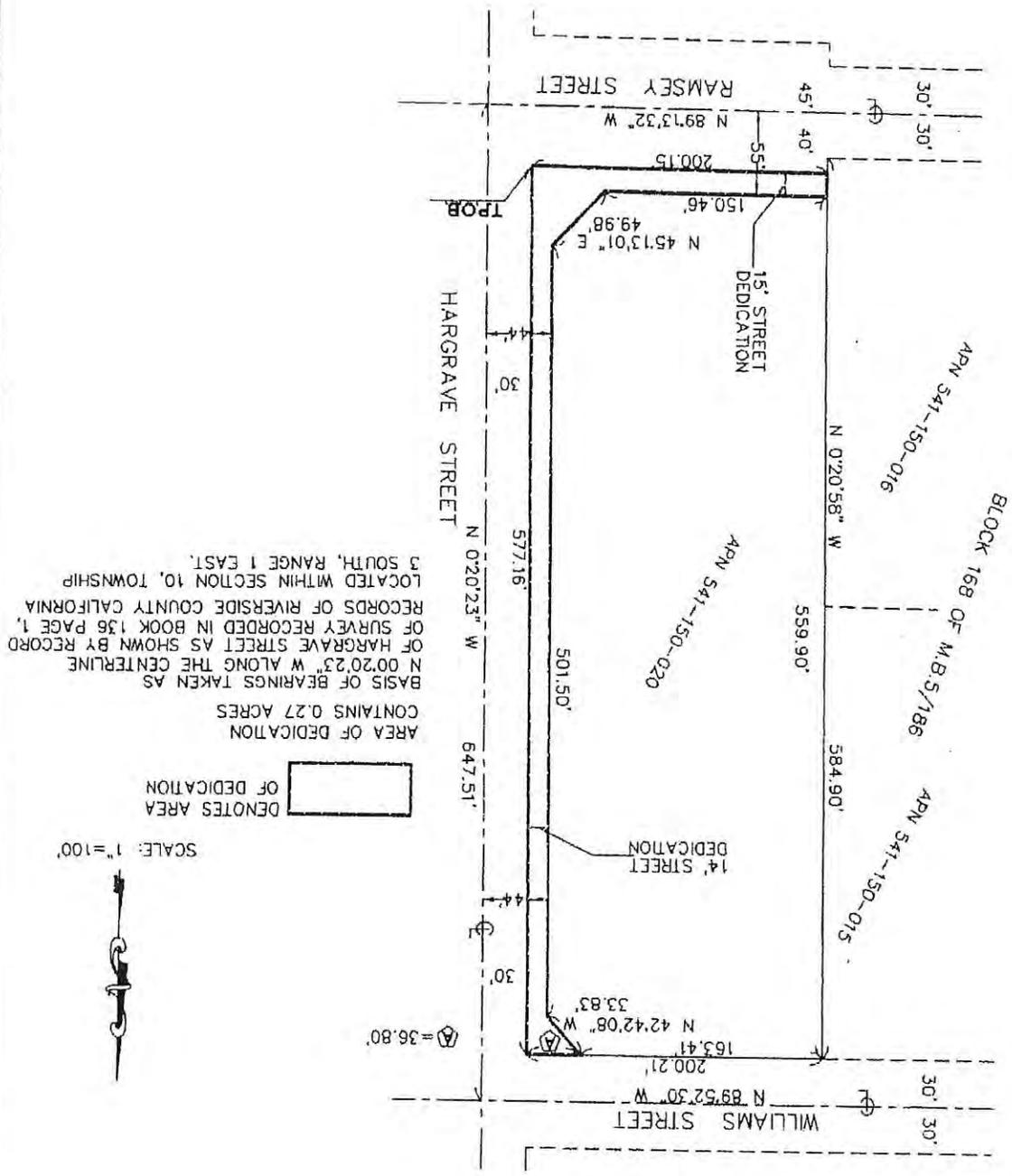
CONTAINS 0.27 ACRES MORE OR LESS



A handwritten signature in black ink, appearing to read "Jim D. Williams", written below the professional seal.

STREET DEDICATION

EXHIBIT "B"



AREA OF DEDICATION  
CONTAINS 0.27 ACRES  
BASIS OF BEARINGS TAKEN AS  
N 00°20'23" W ALONG THE CENTERLINE  
OF HARGRAVE STREET AS SHOWN BY RECORD  
OF SURVEY RECORDED IN BOOK 136 PAGE 1,  
RECORDS OF RIVERSIDE COUNTY CALIFORNIA  
LOCATED WITHIN SECTION 10, TOWNSHIP  
3 SOUTH, RANGE 1 EAST.

SCALE: 1"=100'



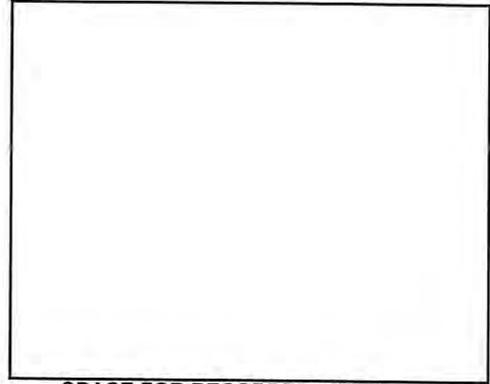
DENOTES AREA  
OF DEDICATION

# **ATTACHMENT 3**

## Certificates of Acceptance

**When Recorded Mail To:**

City Clerk  
City of Banning  
P.O. Box 998  
Banning, CA 92220



SPACE FOR RECORDER'S USE

NO RECORDING FEE PER SECTION  
6103 OF THE GOVERNMENT CODE.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the Easement Dedications from **Neal T. Baker Enterprises** dated April 10, 2018, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this September 25, 2018, and the grantees consent to recordation thereof by its duly authorized agent.

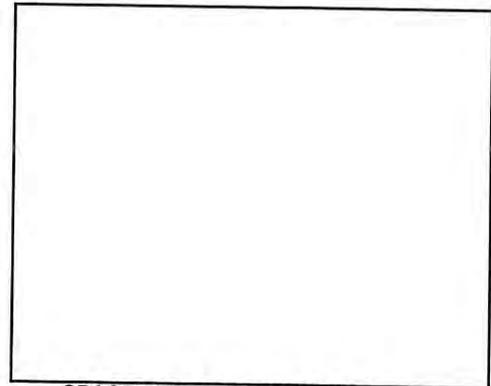
Dated: \_\_\_\_\_

CITY OF BANNING

By \_\_\_\_\_  
Sonja De La Fuente, Deputy City Clerk

**When Recorded Mail To:**

City Clerk  
City of Banning  
P.O. Box 998  
Banning, CA 92220



SPACE FOR RECORDER'S USE

NO RECORDING FEE PER SECTION  
6103 OF THE GOVERNMENT CODE.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the Easement Dedications from **Pacific Banning Inc.** dated September 7, 2018, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this September 25, 2018, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: \_\_\_\_\_

CITY OF BANNING

By \_\_\_\_\_  
Sonja De La Fuente, Deputy City Clerk



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Art Vela, Director of Public Works/City Engineer

**MEETING DATE:** September 25, 2018

**SUBJECT:** Resolution 2018-113, Approving a Cooperative Agreement with the Riverside County Flood Control and Water Conservation District and Banning Wilson 97, LLC Identifying the Responsibilities of Each Party for Flood Control Facilities Related to Tentative Tract Map No. 36939

---

**RECOMMENDATION:**

Adopt Resolution 2018-113, approving a Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (“District”) and Banning Wilson 97, LLC (“Developer”), which identifies the responsibilities of each party for flood control facilities related to Tentative Tract Map No. 36939.

**BACKGROUND:**

On February 23, 2016, the City Council approved Tentative Tract Map (TTM) No. 36939, which is located at the northwest corner of Wilson Street and Sunrise Avenue and consists of subdividing 34.6 acres to create 98 lots for single-family residential development. The project limits of TTM No. 36939 fully encompasses Tract Map (TM) No. 30642, which was recorded in 2007, and TTM No. 32429, approved by the City Council in 2005.

In 2007 the City of Banning, the District and the developer of TM No. 30642 entered into a Cooperative Agreement (“Prior Agreement”) which identified the terms and conditions by which specific flood control facilities, which were required as conditions of approval (COAs), were to be constructed, inspected, operated and maintained. Similar COAs related to the construction of flood control facilities have also been placed on TTM No. 36939.

The Cooperative Agreement, which replaces the Prior Agreement, requires that the Developer design and construct 790 lineal feet of underground storm drain system, 55 lineal feet of a minor storm drain lateral, catch basins, inlets, connector pipes and widen a portion of Wilson Street over the Montgomery Creek Channel including approximately 60 lineal feet of slab (i.e. bridge) over the channel.

The Cooperative Agreement states that the District will inspect the storm drain improvements and accept ownership and sole responsibility for the operation and maintenance of the reconstructed channel and slab. The District will also grant the City with an easement for utility and road purposes.

By executing the Cooperative Agreement the City will be required to accept ownership and sole responsibility for the operation and maintenance of the storm water facilities, with the exception of the reconstructed channel.

Full details of the obligations of each party are found in the Cooperative Agreement attached as Attachment 2.

**JUSTIFICATION:**

Approval of Resolution 2018-113 is required to allow the Developer to meet the COAs related to TTM No. 36939 and to construct the required infrastructure to appropriately manage storm water in compliance with the City's and the District's standards.

**FISCAL IMPACT:**

The Developer will bear all costs related to the design and construction of the storm water facilities required of TTM No. 36939. The City will be responsible for the costs associated with the long term operation and maintenance of the storm water facilities as identified in the Cooperative Agreement.

**ALTERNATIVE:**

Reject Resolution 2018-113 and provide staff with further direction.

**ATTACHMENTS:**

1. Resolution 2018-113
2. Cooperative Agreement

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton,  
Interim City Manager

# **ATTACHMENT 1**

Resolution 2018-113

**RESOLUTION 2018-113**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND BANNING WILSON 97, LLC IDENTIFYING THE RESPONSIBILITIES OF EACH PARTY FOR FLOOD CONTROL FACILITIES RELATED TO TENTATIVE TRACT MAP NO. 36939**

**WHEREAS**, on February 23, 2016, the City Council approved Tentative Tract Map (TTM) No. 36939, which is located at the northwest corner of Wilson Street and Sunrise Avenue and consists of subdividing 34.6 acres to create 98 lots for single-family residential development; and

**WHEREAS**, the project limits of TTM No. 36939 fully encompasses Tract Map (TM) No. 30642, which was recorded in 2007, and TTM No. 32429, approved by the City Council in 2005; and

**WHEREAS**, in 2007 the City of Banning, the District and the developer of TM No. 30642 entered into a Cooperative Agreement ("Prior Agreement") which identified the terms and conditions by which specific flood control facilities, which were required as conditions of approval (COAs), were to be constructed, inspected, operated and maintained. Similar COAs related to the construction of flood control facilities have also been placed on TTM No. 36939; and

**WHEREAS**, the Cooperative Agreement replaces the Prior Agreement and will allow the developer of TM No. 36939, Banning Wilson 97, LLC, to comply with the project's COAs and to construct the required infrastructure to appropriately manage storm water within the development.

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

The City Council adopts Resolution No. 2018-113, approving a Cooperative Agreement with the Riverside County Flood Control and Water Conservation District and Banning Wilson 97, LLC.

**PASSED, APPROVED and ADOPTED** this 25<sup>th</sup> day of September, 2018.

---

George Moyer, Mayor  
City of Banning

ATTEST:

\_\_\_\_\_  
Sonja De La Fuente, Deputy City Clerk

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

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

**CERTIFICATION:**

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-113 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 25<sup>th</sup> of September, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

# **ATTACHMENT 2**

## Cooperative Agreement

AMENDED and RESTATED  
COOPERATIVE AGREEMENT  
Montgomery Creek Channel – Sunview Drive Storm Drain  
Project No. 5-0-00051  
Tract No. 36939

The Riverside County Flood Control and Water Conservation District, a body politic, hereinafter called "DISTRICT", the City of Banning, a municipal corporation, hereinafter called "CITY", and Banning Wilson 97, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. On February 27, 2007 [DISTRICT's Board Agenda Item No. 11-1], DISTRICT, CITY and Banning Tract 30642, LLC ("PRIOR DEVELOPER") entered into a Cooperative Agreement ("PRIOR AGREEMENT"), which set forth the terms and conditions by which certain flood control facilities, required as a condition of approval of Tract No. 30642 are to be constructed by PRIOR DEVELOPER and inspected, operated and maintained by DISTRICT and CITY. This Amended and Restated Cooperative Agreement ("AGREEMENT") replaces the PRIOR AGREEMENT in its entirety; and

B. DEVELOPER purchased a loan portfolio that included Tract No. 30642. In 2009 DEVELOPER foreclosed on the loan due to nonperformance. As a result, DEVELOPER is the legal owner of record of certain real property, located within Riverside County. DEVELOPER recently caused to be recorded Tract No. 36939 located in the City of Banning. As a condition of approval for Tract No. 36939, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The legal description of Tract No. 36939 is provided in Exhibit "A" attached hereto and made a part hereof. Tract No. 36939 includes the original project area of Tract No. 30642 from the PRIOR AGREEMENT as well as APN 535-070-004 to the west of Tract No. 30642 to Sunset Avenue and north of the Montgomery Creek Channel; and

D. DISTRICT, CITY and DEVELOPER now wish to amend and restate their respective understanding, roles and responsibilities pertaining to the PROJECT to the following: (i) change the maintenance and ownership of underground storm drain system of approximately 790 lineal feet from DISTRICT to CITY, (ii) change the maintenance and ownership of minor storm drain lateral approximately 55 lineal feet from DISTRICT to CITY, (iii) change the direction of the minor storm drain lateral from basin to the end of cul-de-sac, lateral is now coming from basin to Montgomery Creek Channel and (iv) change the maintenance and ownership of 42" RCP storm drain approximately 101 lineal feet that goes from the southern portion of site into an existing CITY storm drain in Wilson Street from DISTRICT to CITY; and

E. The required flood control facilities, all as more particularly described on DISTRICT Drawing No. 5-0206, include:

1. Approximately 790 lineal feet of underground storm drain system, hereinafter called "STORM DRAIN", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof. At its downstream terminus, STORM DRAIN connects to an existing CITY maintained underground metal pipe, which subsequently drains into DISTRICT's existing Montgomery Creek Channel (Project No. 5-0-0050); and
2. Approximately 55 lineal feet of a minor storm drain lateral, hereinafter called "LATERAL" as shown in concept in green on Exhibit "B", and

to be constructed within DISTRICT's existing Montgomery Creek Channel right of way; and

3. Widening of a portion of Wilson Street in the vicinity of DISTRICT's existing Montgomery Creek Channel requiring (i) the removal and reconstruction of approximately 55 lineal feet of DISTRICT's existing channel, hereinafter called "RECONSTRUCTED CHANNEL", as shown in orange on Exhibit "B", and (ii) construction of approximately 60 lineal feet of slab bridge, hereinafter called "BRIDGE", as shown in concept in blue on Exhibit "B"; and

F. Associated with the construction of STORM DRAIN are certain catch basins, inlets, laterals and connector pipes located within CITY held easements or rights of way, hereinafter called "APPURTENANCES"; and

G. STORM DRAIN, LATERAL, BRIDGE, and APPURTENANCES are hereinafter altogether called "CITY FACILITIES". - Together, RECONSTRUCTED CHANNEL and CITY FACILITIES are hereinafter called "PROJECT"; and

H. Upon the completion of PROJECT construction, DISTRICT will grant an easement to CITY for street and utility purposes, as shown in concept cross hatched in red on Exhibit "C" attached hereto and made a part hereof. The costs associated with the conveyance will be borne by DEVELOPER ; and

I. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of RECONSTRUCTED CHANNEL. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications and subsequently inspect the construction of RECONSTRUCTED CHANNEL; and

J. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES. Therefore, CITY must review and approve DEVELOPER's plans and specifications and subsequently inspect the construction of PROJECT as a prerequisite to accepting ownership and responsibility for CITY FACILITIES; and

K. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of RECONSTRUCTED CHANNEL, (iii) grant an easement to CITY for street and utility purpose as shown in concept on Exhibit C and (iv) accept ownership and responsibility for the operation and maintenance of RECONSTRUCTED CHANNEL, provided DEVELOPER (i) complies with this Cooperative Agreement, (ii) pays DISTRICT the amounts specified herein to cover DISTRICT's plan review and construction inspection costs, (iii) constructs PROJECT in accordance with plans and specifications approved by DISTRICT and CITY, (iv) obtains all necessary permits, regulatory permits, licenses and rights of entry as set forth herein, (v) pays DISTRICT the costs associated with the conveyance of the easement as shown in concept on Exhibit C and (vi) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of RECONSTRUCTED CHANNEL and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

L. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of CITY FACILITIES, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for the construction and inspection of RECONSTRUCTED CHANNEL, (iv) grant DISTRICT the right to inspect,

operate and maintain RECONSTRUCTED CHANNEL within CITY rights of way, (v) convey to DISTRICT all rights of way necessary for the inspection, operation and maintenance of RECONSTRUCTED CHANNEL as set forth herein, and (vi) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided DEVELOPER (i) constructs PROJECT in accordance with plans and specifications approved by DISTRICT and CITY and (ii) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of RECONSTRUCTED CHANNEL and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES;

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.
2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents and with the processing and administration of this Cooperative Agreement.
3. Deposit with DISTRICT (Attention: Business Office--Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8., the estimated cost of providing construction inspection for

RECONSTRUCTED CHANNEL, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of RECONSTRUCTED CHANNEL. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of RECONSTRUCTED CHANNEL, within thirty (30) days after receipt of billing from DISTRICT

4. Grant DISTRICT and CITY by execution of this Cooperative Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of PROJECT as set forth herein.

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as determined and approved by DISTRICT.

6. Prior to commencing construction, furnish DISTRICT and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and

Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Provide CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of RECONSTRUCTED CHANNEL as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until RECONSTRUCTED CHANNEL is accepted by DISTRICT as complete; at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials.

8. Notify DISTRICT in writing (Attention: Contract Services Section), at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

10. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of

PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

11. Furnish DISTRICT and CITY with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

12. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

13. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

15. DEVELOPER shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT and CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT, the County of Riverside and CITY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional

insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligation under this Agreement to maintain Professional Liability Insurance providing coverage for the

performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy which shall be reasonably acceptable to DISTRICT and CITY.

E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer

such waiver is only valid for that specific insurer and only for one policy term.

- ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT or CITY, and at the election of the County Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT and CITY with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments showing such insurance is in full force and effect.

Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT and CITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) or its contractor's insurance carrier(s), to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. It is understood and agreed by the parties hereto that

DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's and CITY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
- viii. DEVELOPER agrees to notify DISTRICT and CITY of any

claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT or CITY, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT or CITY is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of RECONSTRUCTED CHANNEL or CITY FACILITIES due, either in whole or in part, to said breach of this Agreement.

16. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

17. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of RECONSTRUCTED CHANNEL and CITY conduct a final inspection of PROJECT.

18. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of RECONSTRUCTED CHANNEL and CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. Further, it is mutually understood by the parties hereto that prior to DISTRICT and CITY acceptance of ownership and responsibility for the operation and maintenance of RECONSTRUCTED CHANNEL and CITY FACILITIES respectively, PROJECT shall be in a satisfactorily maintained condition as

determined by DISTRICT and CITY. If, subsequent to the inspection and in the discretion of DISTRICT and CITY, PROJECT is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

19. Pay DISTRICT the cost associated with the conveyance of the easement granted to CITY as shown in concept on Exhibit C.

20. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of RECONSTRUCTED CHANNEL for ownership, operation and maintenance and CITY acceptance of CITY FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "Record Drawings" of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "Record Drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original IMPROVEMENT PLANS "RECORD DRAWINGS".

21. Ensure that all work performed pursuant to this Cooperative Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

22. Pay, if suit is brought by a third party upon this Agreement or any bond guaranteeing the completion of PROJECT, all cost and reasonable expenses and fees, including DEVELOPER, DISTRICT and CITY's reasonable attorney's fees and acknowledge that, upon entry of judgement, all such cost, expenses and fees shall be computed as cost and included in any judgement rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Cooperative Agreement, record or cause to be recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County Recorder.
4. Inspect construction of RECONSTRUCTED CHANNEL.
5. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Cooperative Agreement.
6. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of RECONSTRUCTED CHANNEL as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3, exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of RECONSTRUCTED CHANNEL as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of RECONSTRUCTED CHANNEL, within thirty (30) days after receipt of billing from DISTRICT.

7. Accept ownership and sole responsibility for the operation and maintenance of RECONSTRUCTED CHANNEL upon (i) DISTRICT inspection of RECONSTRUCTED CHANNEL in accordance with Section I.17., (ii) DISTRICT and CITY acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "Record Drawings" of PROJECT plans, as set forth in Section I.20., (iv) CITY acceptance of CITY FACILITIES for ownership, operation and maintenance and (v) DISTRICT's sole determination that RECONSTRUCTED CHANNEL is in a satisfactorily maintained condition.

8. Provide CITY with a reproducible duplicate copy of "Record Drawings" of PROJECT plans upon DISTRICT acceptance of RECONSTRUCTED CHANNEL as being complete.

9. Upon the completion of construction, grant an easement to the CITY for street and utility purposes as shown in concept on Exhibit C.

### SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect construction of CITY FACILITIES.

4. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain RECONSTRUCTED CHANNEL within CITY rights of way as set forth herein.

5. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon DISTRICT acceptance of RECONSTRUCTED CHANNEL as being complete.
6. Accept easement as dedicated from DISTRICT for the ownership and sole responsibility for the operation and maintenance of BRIDGE.
7. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed as such time(so that the finished grade along and above the underground portions of RECONSTRUCTED CHANNEL are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

#### SECTION IV

It is further mutually agreed:

1. All construction work involved with RECONSTRUCTED CHANNEL shall be inspected by DISTRICT and shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
2. CITY and DEVELOPER personnel may observe and inspect all work being done on RECONSTRUCTED CHANNEL, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of RECONSTRUCTED CHANNEL.
3. DISTRICT personnel may observe and inspect all work being done on BRIDGE but shall provide any comments to CITY personnel who shall be solely responsible for

all quality control communications with DEVELOPER's contractor(s) during the construction of BRIDGE.

4. DEVELOPER shall complete construction of RECONSTRUCTED CHANNEL within twelve (12) consecutive months after execution of this Cooperative Agreement and within ninety (90) consecutive calendar days after commencing work on RECONSTRUCTED CHANNEL. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

5. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of RECONSTRUCTED CHANNEL and CITY FACILITIES as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.8.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and, upon

approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all RECONSTRUCTED CHANNEL construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000.00), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000.00) shall be retained on account.

7. Construction work on RECONSTRUCTED CHANNEL shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

8. DEVELOPER shall indemnify and hold harmless DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to

DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT, the County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPER's indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, County of Riverside or CITY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, County of Riverside or CITY

from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Cooperative Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT, County of Riverside and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of Riverside or CITY to the fullest extent allowed by law.

9. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, County of Riverside and CITY, (including their agencies, districts, special districts and departments, their respective directors officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, County of Riverside or CITY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after the acceptance of RECONSTRUCTED CHANNEL and CITY FACILITIES by DISTRICT and CITY, respectively.

10. Any waiver by any party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach

of the same or of any other term hereof. Failure on the part of any party hereto to require exact, full and complete compliance with any terms of this Cooperative Agreement shall not be construed as in any manner changing the terms hereof, or estopping such party from enforcement hereof.

11. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501

CITY OF BANNING  
Post Office Box 998  
Banning, CA 92220-0908  
Attn: Luis Cardenas

BANNING WILSON 97, LLC  
10621 Civic Center Drive  
Rancho Cucamonga, CA 91730  
Attn: Peter J. Pitassi

13. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Cooperative Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

#### SECTION V

It is further mutually agreed:

1. This Cooperative Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Cooperative Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or

significance. Any uncertainty or ambiguity in this Cooperative Agreement shall not be construed against DISTRICT because DISTRICT prepared this Cooperative Agreement in its final form.

2. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

3. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Cooperative Agreement.

4. The individual(s) executing this Cooperative Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Cooperative Agreement, and have been authorized to do so by boards of directors, legal counsel, and or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering this Cooperative Agreement.

5. This Cooperative Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith, including but not limited to PRIOR AGREEMENT. This Cooperative Agreement may be changed or modified only upon the written consent of the parties hereto.

//

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement with City of Banning & Banning 97, LLC  
Montgomery Creek Channel – Sunview Drive Storm Drain  
Tract No. 36939  
TRI:blm  
09/07/18

RECOMMENDED FOR APPROVAL:

CITY OF BANNING

By \_\_\_\_\_  
ART VELA  
Director, Public Works

By \_\_\_\_\_  
GEORGE MOYER  
Mayor

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
KEVIN G. ENNIS  
City Attorney

By \_\_\_\_\_  
SONJA DE LA FUENTE  
City Clerk

(SEAL)

Cooperative Agreement: with City of Banning and Banning Wilson 97, LLC  
Montgomery Creek Channel – Sunview Drive Storm Drain  
Tract No. 36939  
TRI:blm  
09/07/18

**BANNING WILSON 97, LLC**  
a Delaware limited liability company

By \_\_\_\_\_  
MATTHEW JORDAN  
Managing Member

(NOTARY)

Cooperative Agreement: with City of Banning and Banning Wilson 97, LLC  
Montgomery Creek Channel – Sunview Drive Storm Drain  
Tract No. 30642  
TRI:blm  
09/07/18

## Exhibit A

A portion of Parcel 5050-9A, RS 40 / 35 – 36, Records of the County of Riverside, State of California, more particularly described as follows:

Beginning at the southwest corner of Lot 14, Tract 30642, as recorded in book 415 of maps, pages 96 -101, records of said County: said point also lying 65' distant from the centerline of Wilson Avenue:

Thence S  $89^{\circ}59'30''$  W, parallel to the centerline of Wilson Avenue, a distance of 73.45', to a point of lying on the east line of Parcel 5050-9B, RS 40 / 35-36, records of said County: said point also being a point of cusp with a circular curve, concave southwesterly and having a radius of 310.00': a radial bearing to said point bears N  $51^{\circ}01'10''$  E:

Thence southeasterly along said east line through said curve a distance of 42.78' to a point lying 30.00' distant from the centerline of Wilson Avenue: a radial bearing to said point bears N  $58^{\circ}55'32''$  E:

Thence N  $89^{\circ}59'30''$  E, parallel to the centerline of Wilson Avenue, a distance of 69.88' to a point lying on the east line of said parcel 5050-9A: said point also lying 30' north of the centerline of Wilson Avenue:

Thence N  $30^{\circ}50'31''$  E along the east line of said Parcel 5050-9A a distance of 34.58' to the beginning of a tangent circular curve, concave southwesterly, and having a radius of 370.00':

Thence continuing along said east line, northwesterly along said curve through a central angle of  $00^{\circ}57'47''$ , a distance of 6.22' to the point of beginning: a radial bearing to said point bears N  $58^{\circ}11'08''$  E.

### AMENDED and RESTATED COOPERATIVE AGREEMENT

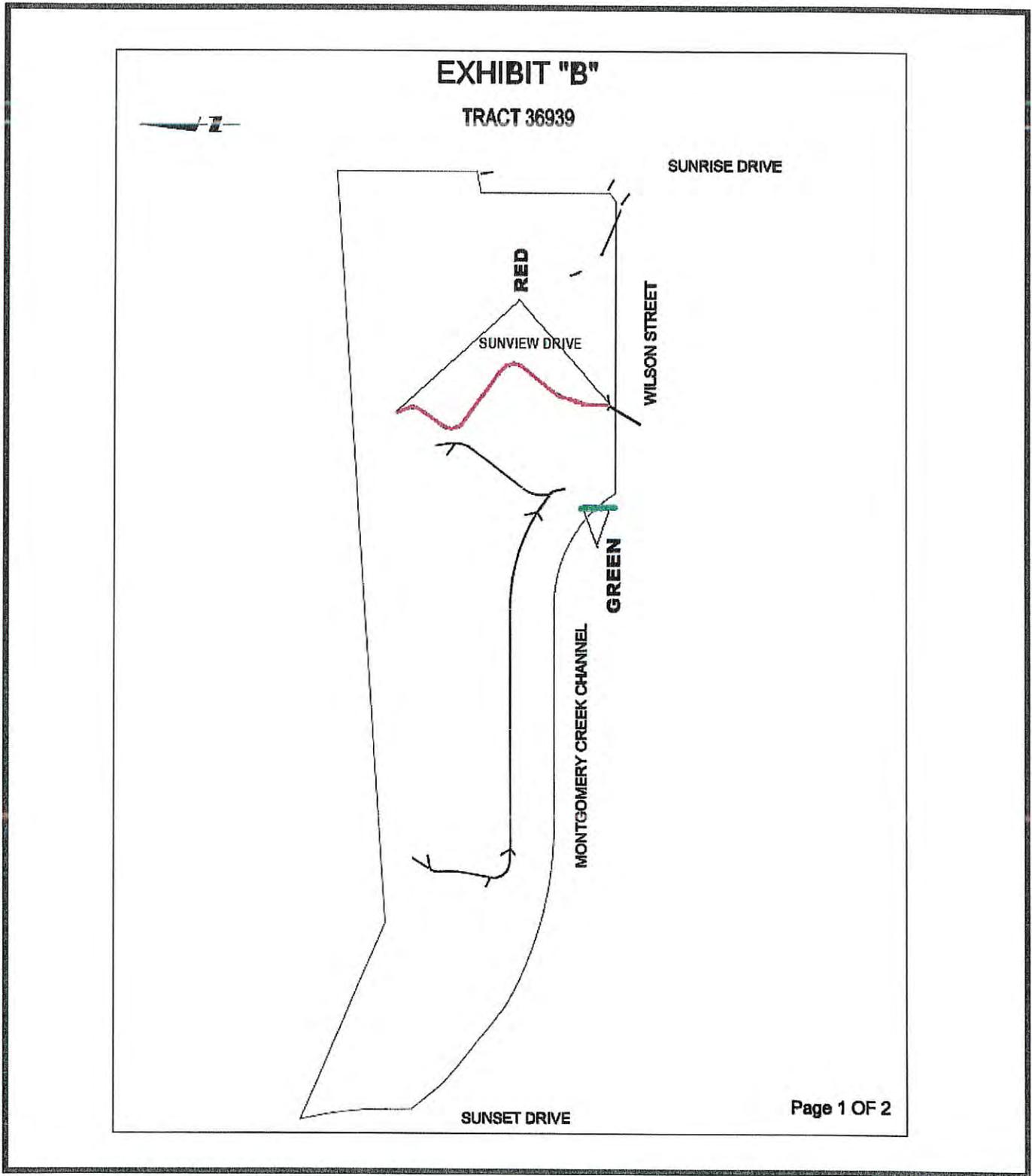
Montgomery Creek Channel - Sunview Drive Storm Drain

Project No. 5-0-00051

Tract No. 36939

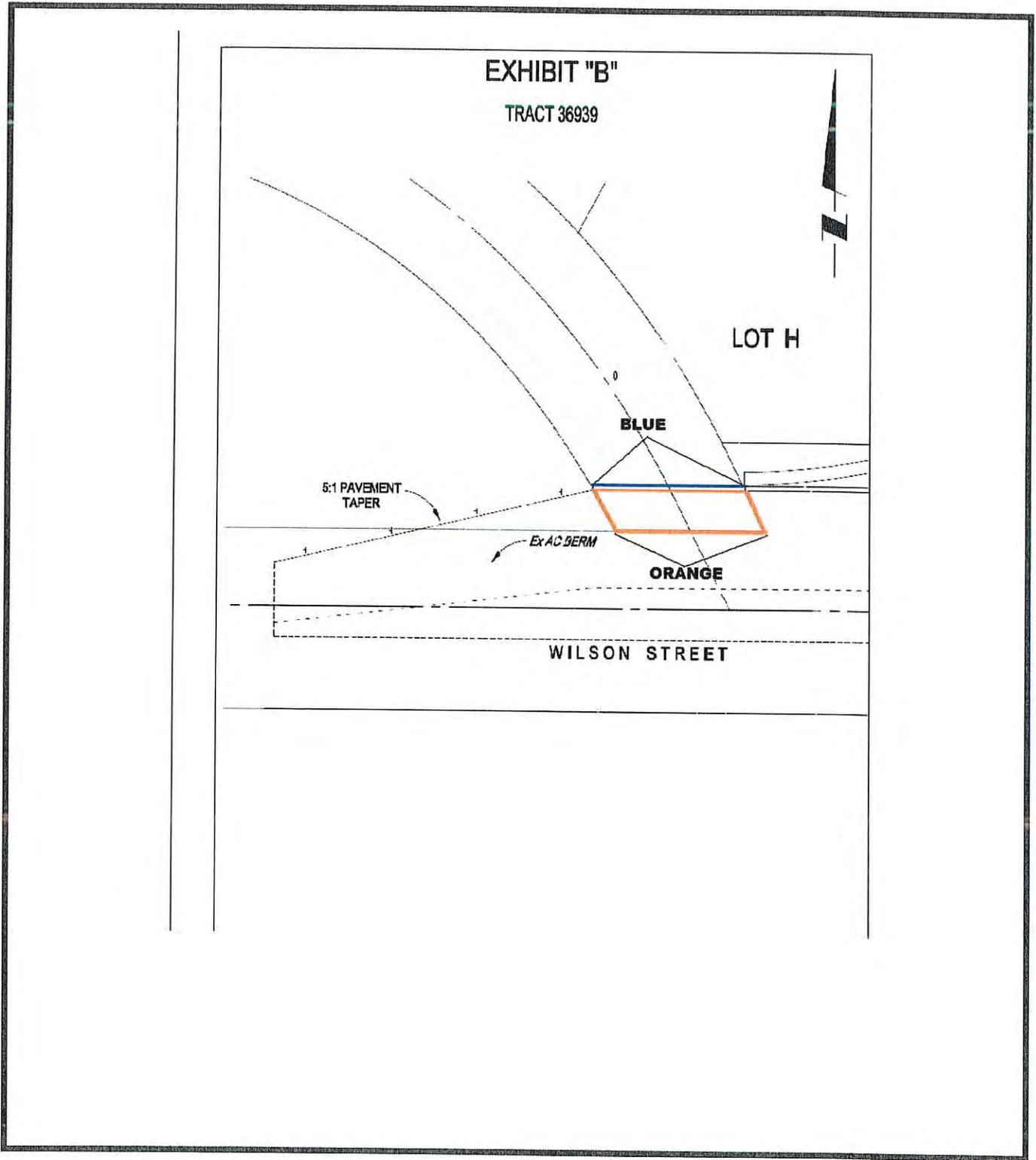
Page 1 of 1

Exhibit B



AMENDED and RESTATED COOPERATIVE AGREEMENT  
Montgomery Creek Channel- Sunview Storm Drain  
Project No. 5-0-00051  
Tract No. 36939  
Page 1 of 2

Exhibit B



AMENDED and RESTATED COOPERATIVE AGREEMENT  
Montgomery Creek Channel- Sunview Storm Drain  
Project No. 5-0-00051  
Tract No. 36939  
Page 2 of 2



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## ORDINANCE 1530

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, MAKING FINDINGS PURSUANT TO CEQA AND ADOPTING ZONING TEXT AMENDMENT 18-97502, AMENDING VARIOUS SECTIONS OF THE CITY'S ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) RELATING TO ALCOHOL BEVERAGE SALES, RETAIL AUTO PART SALES, CHAIN LINK FENCING, PUBLIC UTILITY FACILITIES, FREEWAY ORIENTED CITY IDENTIFICATION SIGNS, HOME OCCUPATION PERMITS AND DESIGN REVIEW APPROVAL AUTHORITY**

**WHEREAS**, in 2006, the City Council of the City of Banning adopted Ordinance No. 1339, approving Zone Change No. 03-3501 repealing the then existing zoning ordinance and adopting the new Zoning Ordinance that included sign regulations; and

**WHEREAS**, a review of the existing Zoning Ordinance text reveals certain inconsistencies within the text, conflicting information between sections, a need for clarifications, and an opportunity for updates to address resident and business community needs (Zoning Text Amendment 18-97502); and

**WHEREAS**, the City Council is authorized per Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

**WHEREAS**, on August 1, 2018, the Planning Commission conducted a duly noticed public hearing to consider proposed Zoning Text Amendment 18-97502, and following receipt of public comments and the close of the public hearing, adopted Planning Commission Resolution No. 2018-11, recommending that the City Council adopt Zoning Text Amendment 18-97502; and

**WHEREAS**, in accordance with Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code and Government Code Sections 65856 and 65090, on July 20, 2018, the City gave public notice, by advertisement in the Record Gazette newspaper, of a public hearing concerning the City Council's consideration of proposed Zoning Text Amendment 18-97502; and

**WHEREAS**, on September 10, 2018, the City Council conducted a duly noticed public hearing to consider proposed Zoning Text Amendment 18-97502, at which interested persons had an opportunity to testify in support of, or opposition to, proposed Zoning Text Amendment 18-97502; and

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

## **SECTION 1. ENVIRONMENTAL.**

### **A. California Environmental Quality Act (CEQA)**

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment 18-97502 and has determined that it is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 18-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

### **B. Multiple Species Habitat Conservation Plan (MSHCP)**

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

## **SECTION 2. REQUIRED FINDINGS.**

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zoning Ordinance text amendments meet certain findings prior to approval by the City Council. The City Council hereby makes the following findings, as supported by substantial evidence on the record, including and incorporating all facts and evidence in the staff report and its attendant attachments, in support of the approval of the Zoning Text Amendment 18-97502:

**Finding No. 1:** Proposed Zoning Text Amendment 18-97502 is consistent with the goals and policies of the General Plan.

**Findings of Fact:** Proposed Zoning Text Amendment 18-97502 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and zoning classifications within the City will not change, and the text amendments will result in clarifying and promoting the implementation of the goals, policies, and programs of the General Plan. The primary General Plan Land Use Goals state *“A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents”*. The proposed amendments are intended to establish consistency between regulations within the Zoning Ordinance and opportunities for area businesses. Further, with respect to proposed amendments concerning auto parts sales

in the Downtown Commercial (DC) zoning district, the City Council finds that the auto parts sales amendment is consistent with the General Plan in that the prohibition on auto related uses in the DC land use designation as stated in the Land Use Element is determined to pertain to auto sales uses and repair uses, but not to indoor auto parts sales uses. The proposed amendment to conditionally permit auto parts sales uses in the DC Zoning District, is consistent with the intent of the DC land use designation in that such uses are small scale commercial retail uses that will help to encourage an overall sense of pedestrian access and community in the DC land use designation.

**Finding No. 2:** Proposed Zoning Text Amendment 18-97502 is internally consistent with the Zoning Ordinance.

**Findings of Fact:** Proposed Zoning Text Amendment 18-97502 is consistent with the existing provisions of the Zoning Ordinance. The proposed text amendments will resolve inconsistencies and provide opportunities consistent with other regulations found within the Zoning Ordinance. Therefore, the proposed text amendments are internally consistent with the Zoning Ordinance.

**Finding No. 3:** The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

**Findings of Fact:** In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed the proposed Zoning Text Amendment 18-97502 and has determined that it is exempt from review under CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The proposed text amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that proposed Zoning Text Amendment 18-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

### **SECTION 3. ENVIRONMENTAL.**

Determination of Exemption from CEQA. In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15061, the City Council has reviewed the

Planning Division's determination of exemption of the proposed Zoning Text Amendment 18-97502 from review under CEQA pursuant to CEQA Guidelines Section 15061(b)(3), and based on its own independent judgment, concurs in staff's determination of exemption. The City Council hereby directs the Community Development Director to file a Notice of Exemption in accordance with CEQA.

**SECTION 4. APPROVAL OF ZONING TEXT AMENDMENT 18-97502.**

The City Council of the City of Banning hereby amends Title 17 (Zoning) of the Banning Municipal Code as follows, with strikeouts (formatted as ~~strikeout~~) denoting existing language to be removed and underlining (formatted as underline) denoting new language to be added:

A. **Alcoholic Beverage Control (ABC) Licenses, Separation From Religious Institutions.** Subsection (B)(2)(a) of Section 17.12.050 (Use Specific Standards) of Article II (Land Use District Development Standards) of Chapter 17.12 (Commercial and Industrial Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to read as follows:

"B. Alcohol Beverage Control "ABC" License.

...

2. In addition to any conditions of approval imposed by the Planning Commission, the following standards shall apply:

...

a. Establishments shall not be located within 500 feet of any ~~religious institution, school, or public park~~ within the City."

B. **Alcoholic Beverage Sales, On- or Off-Site in the Downtown Commercial Zone.** The following retail use listed in Table 17.20.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) of Section 17.12.020 (Permitted, Conditional and Prohibited Uses) of Article I (General Provisions) of Chapter 17.12 (Commercial and Industrial Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to read as follows:

**Table 17.12.020**

**Permitted, Conditional and Prohibited Commercial and Industrial Uses**

Zone	DC	GC	HSC	PO	I	AI	BP	IMR

<b>Retail Uses</b>								
Alcoholic beverage sales, on- or off-site	X <u>C</u>	C	C	C	X	X	X	X

C. **Auto, Mobile Home, and Motor Vehicle Parts Sales in the Downtown Commercial Zone.** The following retail uses listed in Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) of Section 17.12.020 (Permitted, Conditional and Prohibited Uses) of Article I (General Provisions) of Chapter 17.12 (Commercial and Industrial Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code are hereby amended to read as follows:

**Table 17.12.020**

**Permitted, Conditional and Prohibited Commercial and Industrial Uses**

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
<b>Retail Uses</b>								
Auto, mobile home, and motor vehicle sales, <del>and with</del> <u>or without part sales, new and/or used</u> <sup>3</sup>	X	P	P	X	P	P	C	X
Auto, mobile home, and motor vehicle sales, <del>and part</del> <u>sales, new and used</u> <sup>3</sup>	X <u>C</u>	P	P	X	P	P	C	X

<sup>3</sup> Reserved.

D. **Chain Link Fencing.** Section 17.12.130 (Walls and Fences) of Article III (Commercial and Industrial Development Design Guidelines) of Chapter 17.12 (Commercial and Industrial Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to read as follows:

- A. Walls should be kept to the lowest height possible to accomplish their screening or buffering function.
- B. Walls should always be decorative, and should be designed to blend with the structure's architectural style.
- C. Security fencing should combine solid walls with wrought iron grill work. Additional height for security fencing may be approved by the director through technical staff review.
- D. Long walls should include pillars or other treatment every fifty feet to provide visual relief.
- E. Chain link and Barbed wire fencing is prohibited, except as provided for below.
- F. Chain link fencing shall be allowed subject to Design Review approval by the Planning Commission within the Industrial (I) district and Airport Industrial (AI) district for projects that are at least five acres (or two hundred seventeen thousand eight hundred square feet) in size with a single business entity managing all operations within the site.
- FG. Precision block walls must be stuccoed.

E. **Parking Studies.** Table 17.28.040B (Commercial and Industrial Parking Requirements) of Section 17.28.040 (Number of Required Parking Spaces) of Chapter 17.28 (Parking and Loading Standards) of Division III (Development Standards) of Title 17 (Zoning) is hereby amended to add the following row after the row listing the use "All other commercial uses not listed":

**Table 17.28.040B**

**Commercial and Industrial Parking Requirements**

Use	Number of Required Parking Spaces

All other commercial uses not listed	One space for each 200 sq. ft. of gross floor area.
<u>Parking Studies</u>	<u>Required parking for commercial uses may be adjusted with approval of a parking study by the Planning Commission, subject to a finding by the Planning Commission that the parking requirements of the specific use are unique and that the adjustment is therefore warranted.</u>

F. **Public Utility Facilities.** "Other uses" listed in Table 17.16.020 (Permitted, Conditional and Prohibited Public Facilities Uses) of Section 17.16.020 (Permitted, Conditional and Prohibited Uses) of Chapter 17.16 (Public Facilities Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to include "public utility facilities" in alphabetical order to read as follows:

**Table 17.16.020**

**Permitted, Conditional And Prohibited Public Facilities Uses**

	PF-A	PF-G	PF-F	PF-S	PF-H
Other Uses					
<u>"Public Utility Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u> "

G. **Public Utility Facilities.** "Other uses" listed in Table 17.20.020 (Permitted, Conditional and Prohibited Open Space Uses) of Section 17.20.020 (Permitted, Conditional and Prohibited Uses) of Chapter 17.20 (Open Space Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to include "public utility facilities" in alphabetical order to read as follows:

**Table 17.20.020**

**Permitted, Conditional and Prohibited Open Space Uses**

	OS-R	OS-PA	OS-PU	OS-H
<b>Other Uses</b>				
<u>“Public Utility Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P”</u>

H. **Freeway-Oriented City Identification Sign.** Section 17.36.030 (Definitions) of Chapter 17.36 (Sign Regulations) of Division III (Development Standards) of Title 17 (Zoning) is hereby amended to add the following defined term in alphabetical order:

**“City Identification Sign.** A freeway-oriented pylon sign that prominently displays the name of the City of Banning and that may also include within the pylon sign a billboard, outdoor advertising structure, or an electronic message center.”

I. **Freeway-Oriented City Identification Sign.** The defined term “relocated billboard” in Section 17.36.030 (Definitions) of Chapter 17.36 (Sign Regulations) of Division III (Development Standards) of Title 17 (Zoning) is hereby amended to read as follows:

**“Relocated Billboard.** An existing billboard that is located in the city that is relocated through a city council approved relocation agreement, including the replacement of a static billboard face with an electronic message center. The relocated billboard is not considered a new outdoor advertising sign.”

J. **Freeway-Oriented City Identification Sign.** Subsection D. of Section 17.36.060 (Prohibited Signs) of Chapter 17.36 (Sign Regulations) of Division III (Development Standards) of Title 17 (Zoning) is hereby amended to read as follows:

“D. Billboards or outdoor advertising structures. However, notwithstanding any other provision of this chapter, and consistent with the California Business and Professions Code Outdoor Advertising Act provisions, relocated billboards or outdoor advertising signsstructures, including electronic message centers, ~~electronic message boards, and changeable message boards,~~ may be considered and constructed as part of a relocation agreement ~~requested by the city and entered into between the city and a~~

billboard and/or property owner, and new city identification signs may be considered and constructed as part of a lease agreement, development agreement, or other agreement between the city, a sign, and property owner and subject to the requirements of section 17.36.110(B)(9) of the Banning Municipal Code. The replacement of a static billboard face with an electronic message center, electronic message board, or changeable message board shall be considered a relocation for purposes of this section. Such agreements may be approved by resolution of the city council upon terms that are agreeable to the city, pursuant to administrative guidelines, as adopted by the city council resolution. The execution of a relocation, lease agreement, development agreement, or other agreement shall not operate to change the status of any billboard as a nonconforming use for the purpose of this code."

K. **Freeway-Oriented City Identification Sign.** A new Subsection (B)(9) is hereby added to Section 17.36.110 (Sign Regulations) of Chapter 17.36 (Sign Regulations) of Division III (Development Standards) of Title 17 (Zoning) to read as follows:

9. City identification sign. City identification signs shall be allowed subject to approval by City Council resolution and the following requirements:
  - a. City Identification signs shall not be permitted south of Interstate 10 from Sunset to Hargrave.
  - b. The City shall have the right to place public service announcements and emergency service announcements on any such electronic messaging center so long as they are not excessive or burdensome. The limits on public service announcements will be stipulated in a City Council agreement.
  - c. The use of onsite electric generators to power digital billboards for normal operations shall be prohibited.
  - d. The sign face for any City Identification sign shall not overhang onto Interstate 10 or any other state highway.
  - e. Signs shall be shielded to prevent light or glare intrusion onto adjoining properties that are located within five-hundred (500) feet.
  - f. Message changes on any electronic message center shall be limited to one message every six (6) seconds, or that allowed by the California Department of Transportation, whichever is greater.

- g. No electronic message center shall simulate motion or exhibit any images or series of images that could be considered "animated" in any way, including but not limited to sequential still images that update faster than once every 6 seconds. No electronic message center shall contain any flashing, sparkling, intermittent or moving lights. There shall be no flashing or scrolling messages. Changes in color or light intensity on a still image or message at a rate faster than once every 6 seconds are also not permitted.
- h. Electronic message centers shall contain automatic dimmers that maintain a maximum luminance of 7,500 nits during the daylight hours, and 500 nits from dusk (official sunset) to sunrise and during times of fog (One nit is equivalent to one candela per square meter). Each electronic message center shall be equipped with a mechanism to monitor brightness.
- j. City Identification signs shall not be illuminated between the hours of 11 p.m. to 5 a.m. when located within five-hundred (500) feet of an existing residential property, or residentially zoned property.
- k. The following advertising shall not be permitted: adult entertainment, mud wrestling, alcohol (except beer and wine), tobacco products of any type, or other content that could be reasonably considered sexually explicit or pornographic be community standards. Objectionable advertising shall be set forth in the City Council agreement.
- l. City Identification signs shall not be allowed in the Downtown Commercial (DC) zoning district.
- m. City Identification signs shall require permit approval through the Building and Safety Division, CalTrans, the Riverside County Airport Land Use Commission if located within a compatibility zone, and any other responsible agency.
- n. City Identification signs shall include architectural enhancements that add aesthetic appeal.
- o. City Identification signs shall not exceed 55 feet in height.
- p. City Identification signs shall not exceed a face area of 14 by 48 feet, inclusive of City identification.
- q. City Identification signs and all parts, portions, and materials shall be manufactured, assembled, and erected in compliance with all

applicable State, Federal, and City regulations and the Uniform Building Code (BMC Section 17.36.100(A)).

- r. City Identification signs shall be maintained and kept in good repair. The display surface shall be kept clean, neatly maintained, and free from rust or corrosion. Any cracked, broken surfaces, malfunctioning lights, missing sign copy, or other unmaintained or damaged portion of a sign shall be repaired or replaced within 30 calendar days following notification by the City. Noncompliance with such a request shall constitute a nuisance and penalties may be assessed.
- s. Any sign agreement shall include a provision requiring the billboard owner to demonstrate that they have made reasonable efforts to solicit advertising from local businesses and nonprofits, including discounts and incentives during periods where other advertising cannot be obtained. Local businesses are defined as any business located within the City limits.
- t. Enforcement provisions shall provide for written notice of violations and the opportunity to cure breaches, the potential to recover liquidated damages, the posting of securities where repeated violations occur, and the right to recover attorney fees and costs in the event that administrative or legal action is required.
- u. Any other provisions contained in the lease agreement, development agreement, or other agreement that the City deems to be appropriate to protect the public health, safety, and welfare of the City.

L. **Mobile Home Park Conditional Use Permit Requirement for Home Occupation Permits.** Subsection (B)(9) (Mobile Home Park (MPH)) of Section 17.08.010 (Purpose) of Article I (General Provisions) of Chapter 17.08 (Residential Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended to read as follows:

- “9. Mobile Home Park (MHP). The district applies to existing mobile home parks or subdivisions within the City. Only mobile parks and subdivisions are permitted. ~~Home occupations may be appropriate with the approval of a conditional use permit.~~”

M. **Design Review Approval Authority.** Table 17.44.010 (Review Authority) of Section 17.44.010 (Purpose) of Chapter 17.44 (Administration— General Provisions) of Division IV (Administration) of Title 17 (Zoning) of the Banning Municipal Code is

hereby amended to add the following row after "Design Review; Commercial; Tenant Improvements" and before "Design Review; Commercial; All other improvements" to read as follows:

**Table 17.44.010**

**Review Authority**

	Community Development Director	Planning Commission	City Council
Design Review			
Commercial:			
Tenant Improvements	X		
Exterior Additions or Modifications less than 20% of existing structure	X		
All other Improvements		X	

**SECTION 5. Severability.**

If any section, subsection, sentence, clause, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 6. PUBLICATION; EFFECTIVE DATE.**

The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

**PASSED, APPROVED, AND ADOPTED** this 25th day of September, 2018.

\_\_\_\_\_  
George Moyer, Mayor  
City of Banning

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

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

**ATTEST:**

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

**CERTIFICATION:**

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1530 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 10th day of September, 2018, and was duly adopted at a regular meeting of said City Council on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



**CITY OF BANNING  
PUBLIC HEARING**

**TO:** CITY COUNCIL

**FROM:** Rochelle, Interim City Manager

**PREPARED BY:** Art Vela, Public Works Director  
Holly Stuart, Management Analyst

**MEETING DATE:** September 25, 2018

**SUBJECT:** Resolution No. 2018-110, Approving the Rate Adjustment for the Collection, Transportation and Disposal of Solid Waste Services and Approving the Execution of the Fifth Amendment to the Franchise Agreement with Waste Management

---

**RECOMMENDATION ACTION:**

The City Council adopt Resolution 2018-110:

1. Consider and Declare the number of protests received in response to the Proposition 218 notifications for the Collection, Transportation and Disposal of Solid Waste services rate adjustment.
2. Approve the rate adjustment for the Collection, Transportation and Disposal of Solid Waste services effective October 1, 2018 and equal to an overall increase of 3.43%.
3. Approve annual rate increases for four (4) additional years beginning July 1, 2019 based on Consumer Price Index (CPI) data for the Riverside-San Bernardino-Ontario area without further hearings as allowed by the Proposition 218 process and Franchise Agreement.
4. Rescind all previous Collection, Transportation and Disposal of Solid Waste rate structures.
5. Authorize the City Manager or her designee to execute the Fifth Amendment to the Franchise Agreement with Waste Management to formalize the method for establishing the annual CPI calculation and adjustment.

Resolution No. 2018-110

## **BACKGROUND:**

The City of Banning ("City") entered into a Franchise Agreement ("Agreement") for the Collection, Transportation, and Disposal of Solid Waste with Waste Management of the Inland Empire (WM) in 1993 for an eight-year period. Subsequently, the City Council at its regular meeting on April 24, 2001, adopted Resolution 2001-35, extending the Agreement for an additional five years as allowed per the Agreement, from July 1, 2001 to June 30, 2006. On March 15, 2002 under Resolution 2002-28 the contract was re-negotiated to include automated services and to extend the Agreement for an additional five-year period from July 1, 2006 to June 30, 2011. On June 28, 2011 under Resolution No. 2011-53, the Agreement was modified and the term was extended for an additional ten years from July 1, 2011 to June 30, 2021.

The Agreement allows for an annual CPI adjustment and requires that rate adjustments adhere to the requirements of Proposition 218 (Prop 218), including: 1) providing notification to all affected property owners and rate payers of the proposed rates and instructions for those who wish to protest the rate increases; 2) holding a public hearing at least forty-five (45) days after mailing the notifications; and 3) rejecting the proposed rate adjustments if written protests are presented by a majority (fifty percent plus one) of affected property owners or rate payers; only one protest per parcel would apply.

A Prop 218 process was previously 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; the index and month range is specifically identified in the Agreement and was included in the Prop 218 notice of 2016. To date, CPI adjustments were implemented in October 2016 for fiscal year 2017 and July 2017 for fiscal year 2018.

## **JUSTIFICATION:**

On June 18, 2018 WM requested a CPI annual rate adjustment for Fiscal Year 2019. Upon review, it was determined that the United States Department of Labor, Bureau of Labor Statistics had eliminated the Los Angeles-Orange County-Riverside index and replaced it with two new indexes: Los Angeles-Long Beach-Anaheim and Riverside-San Bernardino-Ontario. Therefore, the requested 2019 CPI adjustment could not be made in accordance with the existing methodology defined by the Franchise Agreement or the methodology approved by voters through the Prop 218 process in August of 2016.

In order to implement a CPI adjustment for Fiscal Year 2019 and moving forward, a revised methodology for determining the rate adjustment calculation must be approved by voters through a new Prop 218 process. Additionally, a revision to the methodology defined in the Franchise Agreement through a Fifth Amendment is necessary. In order to accomplish this, the below methodology was approved by City Council on June 2018 under Resolution 2018-72.

- Adjustment for Fiscal Year 2019: The new Los Angeles-Long Beach-Anaheim index appears to have adopted the historical data of the Los Angeles-Orange County-Riverside index which was previously used. Therefore, staff recommends that the CPI adjustment for Fiscal Year 2019 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: Staff recommends that for all years following Fiscal Year 2019, that the annual CPI adjustment be applied based on the new Riverside-San Bernardino-Ontario index for the March to March period. It should be noted that the data for the new Riverside-San Bernardino-Ontario will only be issued on a bi-monthly schedule beginning January, hence the reason why a March to March period will be used instead of a March to February period.

In addition to the CPI adjustment, WM has requested a revision to the title of the “residential green waste contamination fee” to “residential contamination fee”. The existing contamination fee of \$15 will now apply to contamination of the green waste and/or recycling cart. WM has also requested clarification to the “roll off bin rental service” rate (see attached letter from WM).

Under approval of Resolution 2018-72, Banning City Council approved the Prop 218 Notice for an annual CPI adjustment for five (5) consecutive years beginning in 2018 and ending in 2022. Under this resolution, City Council also approved a method for establishing the annual CPI adjustment to the service rates for the collection, transportation and disposal of solid waste. On July 27, 2018 staff mailed Prop 218 notices to rate payers and property owners providing public hearing information, explanation of rate adjustments, a proposed rate schedule and instructions for submitting a protest. On September 11, 2018, the protest count at the Public Hearing amounted to 245; therefore, a majority protest of 5,275 was not received.

Lastly, staff collaborated with WM and has prepared the Fifth Amendment formally revising the methodology in which CPI rate adjustments are determined, as explained above. The methodology for determining CPI is the only item that will change in the Franchise Agreement via processing the Fifth Amendment to the Agreement.

**FISCAL IMPACT:**

There are two components to the solid waste service rate: 1) Service Component and 2) Disposal/Green Waste Processing Component. The service component, which makes up sixty-five percent (65%) of the solid waste service rate will be adjusted by the CPI as explained above. The Disposal/Green Waste Processing Component, which makes up thirty-five percent (35%), will adjust by the greater of either the CPI adjustment as explained above or the percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste and as allowed by the Agreement.

If the methodology described above is approved, the change in the CPI for Fiscal Year 2019 is 3.33% and will be applied to the service component of the rate. This year, the landfill Tipping Fee increased by 3.61% from \$37.95 to \$39.32 per ton and therefore will be applied to the disposal/green waste component of the rate. As a result, the overall rate adjustment will reflect a 3.43% increase. The current residential rate for the collection of refuse is \$20.99 per month per household and the rate will increase to \$21.71. The commercial rate will be adjusted accordingly, as shown in the attached proposed residential and commercial rate schedule. The new rate adjustment will be effective October 1, 2018.

Under approval of this resolution and Prop 218 process, future CPI rate adjustments will be authorized for four additional years. The future rate increases will occur July 1<sup>st</sup> of 2019, 2020, 2021 and 2022. Staff will report future CPI increases to the City Council prior to implementation.

**ALTERNATIVES:**

Reject the recommendation. If rejected, per the Franchise Agreement, WM shall have the right within one-hundred eighty (180) days to request that a second hearing be held, and if such increase is still not approved following the second hearing, WM may give a 180-day notice of termination and terminate the Franchise Agreement.

**ATTACHMENTS:**

1. Resolution 2018-110
2. Staff Report and Resolution 2018-72.
3. Sample Notification Mailed to Property Owners and Rate Payers
4. WM Letter Requesting a Rate Adjustment
5. Draft Fifth Agreement to the Franchise Agreement between the City and WM
6. Rate Comparison

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution No. 2018-110**

## RESOLUTION 2018-110

### 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 APPROVING 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 methodology for calculating the CPI adjustments a new Proposition 218 notice and process was administered based on the above which included an annual CPI adjustment for five consecutive years beginning in 2018 and ending in 2022; and

**WHEREAS**, a public hearing was held on September 25, 2018, not less than 45 days following the mailing notifications to property owners and rate payers for consideration of the final approval of the rate adjustment; and

**WHEREAS**, a majority of the property owner and/or rate payers did not oppose the rate adjustment; and

**WHEREAS**, in order to formalize the revised methodology for calculating CPI adjustments, a Fifth Amendment shall be executed.

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

SECTION 1. FINDINGS The City Council, based on oral and written testimony submitted at the public hearing held in accordance with Proposition 218 finds as follows:

- a) A majority protest being 5275 and as the actual protest either in writing or at the hearing received being \_\_\_\_, a sufficient number of protests were not received to constitute a majority protest; and
- b) In addition to the CPI increase the Franchise Agreement also permits the pass through of Tipping Fee increases charged by the landfill operator; and
- c) In the event of increases as provided herein, the City shall be informed of the increase and customers shall be given notice prior to the imposition of the increase; and
- d) The rates approved herein are necessary due to increasing operation cost and in order to comply with all health, safety and service requirements.

SECTION 2. ADOPTION Resolution 2018-110 is adopted approving the increases for the Service Charges for the Collection, Transportation and Disposal of Solid Waste.

SECTION 3. EFFECTIVE DATE This Resolution shall be considered as adopted upon the date that the vote is declared by the City Council and rates will become effective on October 1, 2018.

SECTION 4. ADDITIONAL ADJUSTMENTS Contractor is permitted to impose annual increases in rates for four (4) additional years without further hearing or protest and upon the annual approval of City Council.

SECTION 5. SUPERSEDED All previous Collection, Transportation and Disposal of Solid Waste rate structures are hereby rescinded.

SECTION 6. AMENDMENT The City Manager or her designee is authorized to execute the Fifth Amendment to the Franchise Agreement with Waste Management to formalize the method for establishing the annual CPI calculation and adjustment.

**PASSED, APPROVED AND ADOPTED** this 25th day of September, 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 2018-110, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

# **ATTACHMENT 2**

## **Resolution 2018-72**



**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:** June 26, 2018

**SUBJECT:** Resolution 2018-72, 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

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**RECOMMENDATION ACTION:**

The City Council adopt Resolution 2018-72:

1. Approving an annual Consumer Price Index (CPI) adjustment for five consecutive years beginning in 2018 and ending in 2022 and approving a method for establishing the annual CPI adjustment to the service rates for the collection, transportation and disposal of solid waste.
2. Approving the Proposition 218 ("Prop 218") Notice and authorizing staff to mail the notice to customers and property owners in compliance with all requirements of Prop 218.
3. Scheduling a Public Hearing for August 28, 2018 at 5 p.m. to consider all public protest related to the proposed rate adjustment.
4. Authorizing the City Manager or her designee to make necessary budget adjustments, appropriations and transfers related to the Prop 218 notification and public hearing process.

5. Authorizing staff to proceed with the preparation of the Fifth Amendment of the Franchise Agreement with Waste Management to formalize the method for establishing the annual CPI adjustment.

**BACKGROUND:**

The City of Banning (“City”) entered into a Franchise Agreement (“Agreement”) for refuse collection, transportation, and disposal with Waste Management of the Inland Empire (WM) in 1993 for an eight-year period. Subsequently, the City Council at its regular meeting on April 24, 2001, adopted Resolution 2001-35, extending the Agreement for an additional five years as allowed per the Agreement, from July 1, 2001 to June 30, 2006. On March 15, 2002 under Resolution 2002-28 the contract was re-negotiated to include automated services and to extend the Agreement for an additional five-year period from July 1, 2006 to June 30, 2011. On June 28, 2011 under Resolution No. 2011-53, the Agreement was modified and the term was extended for an additional ten years from July 1, 2011 to June 30, 2021.

The Agreement allows for an annual CPI adjustment and requires that rate adjustments adhere to the requirements of Prop 218, including: 1) providing notification to all affected property owners and rate payers of the proposed rates and instructions for those who wish to protest the rate increases; 2) holding a public hearing at least forty-five (45) days after mailing the notifications; and 3) rejecting the proposed rate adjustments if written protests are presented by a majority (fifty percent plus one) of affected property owners or rate payers; only one protest per parcel would apply.

A Prop 218 process was previously 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; the index and month range is specifically identified in the Agreement and included in the Prop 218 notice of 2016. To date, CPI adjustments were implemented in October 2016 for fiscal year 2017 and July 2017 for fiscal year 2018.

**JUSTIFICATION:**

On June 18, 2018 WM requested a CPI annual rate adjustment for fiscal Year 2019. Upon review, it was determined that the United States Department of Labor, Bureau of Labor Statistics had eliminated the Los Angeles-Orange County-Riverside index and replaced it with two new indexes: Los Angeles-Long Beach-Anaheim and Riverside-San Bernardino-Ontario. Therefore, the 2019 CIP adjustment cannot be made according to the method approved by the voters in 2016.

In order to continue the annual CPI adjustment as allowed by the Agreement, staff recommends that the following methodology be applied:

- Adjustment for Fiscal Year 2019: The new Los Angeles-Long Beach-Anaheim index appears to have adopted the historical data of the Los Angeles-Orange County-Riverside index which was previously used. Therefore, staff recommends that the CPI adjustment for Fiscal Year 2019 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: Staff recommends that for all years following Fiscal Year 2019, that the annual CPI adjustment be applied based on the new Riverside-San Bernardino-Ontario index for the March to March period. It should be noted that the data for the new Riverside-San Bernardino-Ontario will only be issued on a bi-monthly schedule beginning January, hence the reason why a March to March period will be used instead of a March to February period.

The abovementioned methods for applying annual CPI adjustments are not consistent with the approved method described in the 2016 Prop 218 notices and therefore, if approved by City Council, a new Prop 218 process will be administered. Staff will mail new Prop 218 notices 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 will be held to announce the quantity of protests received. The public hearing is proposed to be scheduled on August 28, 2018 at 5 p.m.

In addition to the CPI adjustment, WM has requested a revision to the title of the "residential green waste contamination fee" to "residential contamination fee". The existing contamination fee of \$15 will now apply to contamination of the green waste and/or recycling cart. WM has also requested clarification to the "roll off bin rental service" rate (see attached letter from WM).

Lastly, on August 28, 2018, a draft fifth amendment to the Agreement will be presented to the City Council for approval to formally revise the methodology in which CPI rate adjustments are determined, as explained above.

### **FISCAL IMPACT:**

There are two components to the solid waste service rate: 1) Service Component and 2) Disposal/Green Waste Processing Component. The service component, which makes up sixty-five percent (65%) of the solid waste service rate will be adjusted by the CPI as explained above. The Disposal/Green Waste Processing Component, which makes up thirty-five percent (35%), will adjust by the greater of either the CPI adjustment as explained above or the percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste and as allowed by the Agreement.

If the methodology described above is approved, the change in the CPI for fiscal year 2019 is 3.33% and will be applied to the service component of the rate. This year, the landfill Tipping Fee increased by 3.61% from \$37.95 to \$39.32 per ton and therefore will

be applied to the disposal/green waste component of the rate. As a result, the overall rate adjustment will reflect a 3.43% increase. The current residential rate for the collection of refuse is \$20.99 per month per household and the rate will increase to \$21.71. The commercial rate will be adjusted accordingly, as shown in the attached proposed residential and commercial rate schedule. The new rate adjustment will be effective October 1, 2018.

Additionally, if the rates are approved, future CPI rate adjustments will be authorized for four additional years. The future rate increases will occur July 1<sup>st</sup> of 2019, 2020, 2021 and 2022. Staff will report future CPI increases to the City Council prior to implementation.

In regard to the Prop 218 notifications, Refuse Enterprise Fund Account No. 690-9600-453.23-01 (Advertising/Publishing) will be utilized to cover the costs associated with printing and mailing the notifications.

**ALTERNATIVES:**

City Council may choose to reject staff's recommendation. If rejected, staff cannot implement the Prop 218 process in order to apply the requested rate adjustment. If the rate adjustment is not imposed, WM shall have the right to request a second consideration, and if such increase is again not approved, WM may give 180-day notice of termination and terminate the Agreement.

**ATTACHMENTS:**

1. Resolution 2018-72
2. WM Rate Adjustment Letter Request
3. Proposition 218 Letter, Proposed Rate Schedule and Protest Voucher
4. Rate Comparison

Approved by:

---

Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution 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.

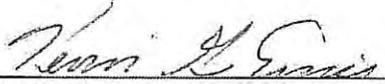
**PASSED, APPROVED AND ADOPTED** this 26 day of June, 2018.

  
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 3**

## **Prop 218 Notification**

NEW RATES FOR RESIDENTIAL AND COMMERCIAL EFFECTIVE : OCTOBER 1, 2018

RESIDENTIAL SERVICES:

	Current	2018-19*
Residential Cart Service:	Monthly Rate	New Rate
Basic Rate:	\$20.99	\$21.71

	Current	2018-19*
Other Residential Fees:	Monthly Rate	New Rate
Additional 96-Gal Trash Cart	\$8.38	\$8.67
Additional 64-Gal Trash Cart	\$6.71	\$6.94
Additional 35-Gal Trash Cart	\$5.04	\$5.21
Additional Recycle Cart - Any Size	\$2.16	\$2.23
Additional Green Waste Cart - Any Size	\$5.13	\$5.31
Residential Set-up Fee	\$11.02	\$11.40
Cart Exchange - Excess of 1 p/year	\$25.22	\$26.08
Additional Bulky & E-waste - Per Item	\$19.17	\$19.83
Contamination Fee - Green Waste/Recycling	\$15.00	\$15.51
Return Service Fee	\$0.00	\$15.00

COMMERCIAL SERVICES:

	Current	2018-19*
Commercial Can Service:	Monthly Rate	New Rate
Commercial Carts - Trash/Recycle Only	\$21.35	\$22.08

	Current	2018-19*
Commercial Trash Service:	Monthly Rate	New Rate
2 Yard, 1x a week	\$90.31	\$93.41
2 Yard, 2x a week	\$180.61	\$186.80
2 Yard, 3x a week	\$264.04	\$273.09
2 Yard, 4x a week	\$349.18	\$361.15
2 Yard, 5x a week	\$432.61	\$447.44
2 Yard, 6x a week	\$516.03	\$533.72
3 Yard, 1x a week	\$118.29	\$122.34
3 Yard, 2x a week	\$236.57	\$244.68
3 Yard, 3x a week	\$346.23	\$358.10
3 Yard, 4x a week	\$455.92	\$471.55
3 Yard, 5x a week	\$565.58	\$584.97
3 Yard, 6x a week	\$675.27	\$698.42
4 Yard, 1x a week	\$158.27	\$163.70
4 Yard, 2x a week	\$316.54	\$327.39
4 Yard, 3x a week	\$462.79	\$478.65
4 Yard, 4x a week	\$610.74	\$631.68
4 Yard, 5x a week	\$756.99	\$782.94
4 Yard, 6x a week	\$903.24	\$934.20
6 Yard, 1x a week	\$222.80	\$230.44
6 Yard, 2x a week	\$445.62	\$460.90
6 Yard, 3x a week	\$652.95	\$675.33
6 Yard, 4x a week	\$858.57	\$888.00
6 Yard, 5x a week	\$1,065.92	\$1,102.46
6 Yard, 6x a week	\$1,271.53	\$1,315.12

ROLL-OFF SERVICES:

	Current	2018-19*
Temp Roll-Off Service:	Monthly Rate	New Rate
40 Yard with 4 tons	\$394.33	\$407.85
Compactor - plus landfill tipping fee	\$279.45	\$289.03
40 Yard Permanent plus landfill tipping fees	\$216.47	\$223.89
10 Yard Permanent plus tipping fee	\$216.47	\$223.89
Roll-Off Recycle/per load	\$216.47	\$223.89

	Current	2018-19*
Other Roll-Off Fees:	Monthly Rate	New Rate
Delivery/Relocate/Trip Charge	\$79.01	\$81.72
Minimum Pull Fee (1 per month)	\$216.47	\$223.89
Industrial Set-up Fee	\$18.37	\$19.00

	Current	2018-19*
Commercial Compactors:	Monthly Rate	New Rate
2 Yard, 1x a week	\$125.16	\$129.45
2 Yard, 2x a week	\$250.31	\$258.89
2 Yard, 3x a week	\$368.59	\$381.23
2 Yard, 4x a week	\$488.58	\$505.33
2 Yard, 5x a week	\$606.87	\$627.67
2 Yard, 6x a week	\$725.13	\$749.99
3 Yard, 1x a week	\$170.56	\$176.41
3 Yard, 2x a week	\$341.13	\$352.82
3 Yard, 3x a week	\$503.07	\$520.32
3 Yard, 4x a week	\$665.02	\$687.82
3 Yard, 5x a week	\$826.95	\$855.30
3 Yard, 6x a week	\$988.93	\$1,022.83

	Current	2018-19*
Commercial Recycle Service:	Monthly Rate	New Rate
2 Yard, 1x a week	\$84.08	\$86.96
2 Yard, 2x a week	\$168.16	\$173.92
3 Yard, 1x a week	\$107.63	\$111.32
3 Yard, 2x a week	\$215.26	\$222.64
4 Yard, 1x a week	\$142.96	\$147.86
4 Yard, 2x a week	\$285.92	\$295.72
6 Yard, 1x a week	\$185.00	\$191.34
6 Yard, 2x a week	\$370.00	\$382.68
Extra Pick Up - Recycle	\$62.40	\$64.54
Contamination Fee	\$62.40	\$64.54

	Current	2018-19*
Commercial Organics Service	Monthly Rate	New Rate
64 Gallon, 1x a week	\$45.49	\$47.05
64 Gallon, 2x a week	\$90.99	\$94.11
64 Gallon, 3x a week	\$136.48	\$141.16
64 Gallon, 4x a week	\$181.98	\$188.22
64 Gallon, 5x a week	\$227.46	\$235.26
64 Gallon, 6x a week	\$272.96	\$282.32
2 Yard, 1x a week	\$254.54	\$263.27
2 Yard, 2x a week	\$509.10	\$526.55
2 Yard, 3x a week	\$763.69	\$789.87
2 Yard, 4x a week	\$1,018.24	\$1,053.15
2 Yard, 5x a week	\$1,272.78	\$1,316.41
2 Yard, 6x a week	\$1,527.34	\$1,579.70

	Current	2018-19*
Other Commercial Fees:	Monthly Rate	New Rate
Extra Pick Up - Trash	\$62.40	\$64.54
Lost or Stolen Bin	\$317.90	\$328.80
Burned Bin	\$178.02	\$184.12
Bin Overage Fee	\$75.93	\$78.53
Temporary 3 Yard - one month	\$213.39	\$220.71
Temporary 3 Yard - 7 day	\$130.80	\$135.28
Locking Lids	\$15.26	\$15.78
Haul or Call Fee	\$29.11	\$30.11
Commercial Set-up Fee	\$18.37	\$19.00
Bin Exchange	\$52.39	\$54.19
Replacement Lock	\$31.79	\$32.88
Replacement key	\$6.36	\$6.58
Pull-out service per bin 16-35 feet	\$15.00	\$15.51
Pull-out service per bin 36-50 feet	\$22.00	\$22.75
Pull-out service per bin over 51 feet	\$29.00	\$29.99
Return to Service	\$25.00	\$25.86

\*To be adjusted yearly for 5 years in accordance with the formula on the Notice of Public Hearing to which this schedule is attached



**CITY OF BANNING  
NOTICE OF PUBLIC HEARING**



**Notice of Public Hearing on Collection, Transportation, and Disposal of Solid Waste  
September 11, 2018 at 5:00 P.M.**

City Council Chambers – 99 East Ramsey Street, Banning, CA 92220

In compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Banning is hereby notifying all affected property owners and rate payers of the proposed rate adjustment for the Collection, Transportation and Disposal of Solid Waste.

**Public Hearing Information**

A public hearing will be held on Tuesday, September 11, 2018 at 5:00 p.m. at Banning City Hall located at 99 East Ramsey Street, Banning, CA, 92220. At the time of the public hearing, the City Council will hear and consider all protest and objections concerning these matters and will consider and may adopt the adjusted rates and charges.

If you oppose the proposed rate adjustments, your protest must be submitted in writing, contain a description of the property, be signed by the property owner and/or rate payer and be received prior to the close of the public hearing to be considered. Only one protest per identified account will be counted. If written protests are submitted by a majority of the affected property owners and/or rate payers, the proposed rate adjustment may not be imposed. Written protests must be sent to the City Clerk, City of Banning; 99 East Ramsey Street, P.O. Box 998, Banning, CA 92220.

**Explanation of Rate Adjustments**

The City of Banning contracts the collection, transportation and disposal of solid waste services through Waste Management of the Inland Empire. The primary reason for this notice is to update the method for calculating the annual CPI adjustment due to the United States Department of Labor, Bureau of Labor Statistics (BLS) replacing the Los Angeles-Orange County-Riverside Consumer Price Index (CPI) which was previously approved.

**By approval of the rate increase future rate increases will be based on the CPI formula (defined below) or an alternative formulaic, automatic adjustment (also defined below) for an additional four-year period without further hearing or protest; such automatic adjustments to be in 2019, 2020, 2021, 2022 commencing on or after July 1 in each of such years. Note: CPI is an index of prices used to measure the change in the cost of basic goods and services in comparison with a fixed based period, also known as a cost-of-living index. The index used to determine the CPI adjustment will be based on All Urban Consumers published by the BLS. The initial rate increase for Fiscal Year 2019, scheduled to be implemented on October 1, 2018, will be based on the Los Angeles-Long Beach-Anaheim index for the March to February period immediately preceding the effective date of the rate adjustment. Beginning July 1st, 2020 and thereafter, CPI rate adjustments will be based on the Riverside-San Bernardino-Ontario index for the March to March period immediately preceding the effective date of the rate adjustment.**

**The CPI or other measure of automatic annual adjustments to be used will be as follows:**

- i. Service Component. The Service Component comprises sixty-five percent (65%) of the rate. The Service Component will be adjusted by the CPI and determined by the methodology identified above.
- ii. Disposal/Green Waste Processing Component. The Disposal/Green Waste Processing Component comprises thirty five percent (35%) of the rate and will be adjusted by the greater of either (1) the CPI for the period immediately preceding the effective date of the rate adjustment as described above; or (2) the percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County at landfills comprising the County System (Badlands Landfill, Lamb Canyon Landfill, El Sobrante Landfill) for the period immediately preceding the effective date of the rate adjustment.

The City Council may in its discretion adopt such increases without further hearing and protest proceedings. The schedule of proposed rate adjustments covered by this notice will be for a period of five years starting from the effective date of the first increase.

If you wish to legally challenge any action taken by the City on the solid waste rate increases, you may be limited to raising only those issues you or someone else raised prior to or at the public hearing as described in this notice.

**Notice of Proposed Rate Adjustment for the Collection, Transportation and Disposal of Solid Waste Services**

City Council will consider adoption of the proposed rate adjustment described in this notice on September 11, 2018 at 5:00pm. If written protests against the proposed rates, as outlined in this letter, are not presented by a *majority* of property owners or customers of record, the City Council will be authorized to implement the proposed rates. If adopted, the rate adjustment for the collection, transportation and disposal of solid waste services will be in effect beginning October 1, 2018. Additionally, if the rates are approved, future consumer price index rate adjustments will be authorized for four (4) additional years with future increases occurring July 1<sup>st</sup> of 2019, 2020, 2021 and 2022.

If you have any questions about the proposed rate changes or would like additional information, please call: (951) 922-3130 8:00 a.m. to 5:00 p.m. Monday through Friday.

**DETACH FORM BELOW TO SUBMIT PROTEST:**

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**PROPOSITION 218 PROTEST FORM**

**SUBMIT TO**  
CITY CLERK  
99 E. RAMSEY STREET  
BANNING, CA 92220

**SUBMIT BY**  
5:00 P.M.  
September 11, 2018  
**Must submit protest by close of comment period at public hearing**

By checking the applicable box and signing the form below, I protest the proposed solid rate adjustment. I affirm under penalty of law that I am the owner of the parcel or customer of the address below.

I protest the rate adjustment for the collection, transportation and disposal of solid waste.

**Property Owner or Parcel Information**

Property Owner Name: \_\_\_\_\_  
Assessor's Parcel Number (APN): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

**Customer Information**

Customer Name: \_\_\_\_\_  
Customer Account Number: \_\_\_\_\_  
Service Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Property Owner or Customer Signature: \_\_\_\_\_  
Signature Date: \_\_\_\_\_



**CIUDAD DE BANNING**  
**Aviso de audiencia pública**



Aviso de audiencia pública sobre colección, transporte y disposición de residuos sólidos

**11 de septiembre del 2018 a las 5:00pm**

En la cámara del Concilio— 99 East Ramsey Street, Banning, CA 92220

En cumplimiento con el artículo XIID de la Constitución del estado de California y la Proposición 218 Omnibus Implementation Act, la ciudad de Banning por este medio notifica a todos los propietarios afectados y los contribuyentes de la tarifa sobre el propuesto ajuste a la tarifa para la colección, transporte y disposición de residuos sólidos.

**Información sobre la audiencia pública**

La audiencia pública será el martes, 11 de septiembre del 2018 a las 5:00 pm en el City Hall de la ciudad de Banning ubicado en 99 East Ramsey Street, Banning, CA, 92220. En el momento de la audiencia pública, el Concilio escuchará y considerará toda protesta y objeciones con respecto a estos asuntos y considera e puede adoptar las tarifas ajustadas y cargos.

Si se oponen a los ajustes de la tarifa propuesta, su protesta debe presentarse por escrito, necesita tener una descripción de la propiedad, ser firmada por el dueño o el pagador de la tarifa y ser recibida antes del cierre de la audiencia pública para ser considerada. Se computará solamente una protesta por cuenta identificada. Si las protestas son presentadas por la mayoría de los propietarios afectados o los contribuyentes de la tarifa, no se podrá imponer el ajuste de la tarifa propuesta. Protestas escritas deben enviarse a la secretaria de la ciudad, ciudad de Banning; 99 East Ramsey Street, P.O. Box 998, Banning, CA 92220.

**Explicación de los ajustes de tarifa**

La ciudad de Banning contrata los servicios de colección, transporte y disposición de residuos sólidos a través de Waste Management de Inland Empire. La razón principal de este aviso es de actualizar el método para calcular el ajuste anual de la CPI (por sus siglas en inglés) que está reemplazando el Departamento de trabajo de Estados Unidos, la oficina de trabajo estadísticas (BLS por sus siglas en inglés) a el índice de precios al consumidor (IPC por sus siglas en inglés) de Los Angeles-Orange County-Riverside que fueron previamente aprobados.

**Con la aprobación de aumento a la tarifa los futuros aumentos de tarifa se basarán en la fórmula de CPI (por sus siglas en inglés) y (definido a continuación) o un ajuste formulista alternativo, ajuste automático (también definido a continuación) por un período adicional de cuatro años sin alguna audiencia o protesta; tales ajustes automáticos se darán en el 2019, 2020, 2021, 2022 comenzando en o después del 1 de julio en cada uno de los dichos años. Nota: CPI (por sus siglas en inglés) es un índice de precios utilizado para medir el cambio en el costo de bienes y servicios en comparación con una base de período fijo, también conocido como un índice de costo de vida. El índice usado para determinar el ajuste del CPI (por sus siglas en inglés) se basará en todos los consumidores urbanos, publicados por el BLS (por sus siglas en inglés). El aumento de la tarifa inicial para el año fiscal 2019, programado para implementarse el 1 de octubre de 2018, se basará en el índice de Los Ángeles-Long Beach-Anaheim del periodo de marzo a febrero que precede inmediatamente a la fecha efectiva del ajuste de la tarifa. A partir del 1 de julio de 2020 y después, ajustes del tipo de CPI (por sus siglas en inglés) se basará en el índice de Riverside-San Bernardino-Ontario durante el período de marzo a marzo que precederá inmediatamente a la fecha efectiva del ajuste de la tarifa.**

**El CPI (por sus siglas en inglés) u otra medida de ajustes automáticos anuales que se utilizarán serán los siguientes:**

- i. Componente de servicio. El componente de servicio es el sesenta y cinco por ciento (65%) de la tarifa. El componente del servicio será ajustado por el CPI (por sus siglas en inglés) y determinado por la metodología mencionada anteriormente.
- ii. Componente de procesamiento de disposición de residuos/residuos verdes. El componente de procesamiento de disposición de residuos/residuos verdes se compone de treinta y cinco por ciento (35%) de la tarifa y será ajustado por el mayor de (1) el CPI (por sus siglas en inglés) del periodo que inmediatamente precede a la fecha efectiva al ajuste de la tarifa como se describe anteriormente; o (2) el aumento de porcentaje sobre la cuota por tonelada establecida por el departamento de gestión de residuos del condado de Riverside para la disposición de residuos sólidos generados dentro del condado de Riverside en los vertederos que son parte del sistema del condado (Badlands Landfill, Lamb Canyon Landfill, El Sobrante Landfill) del periodo que inmediatamente precede a la fecha efectiva al ajuste de la tarifa.

El concilio puede, a su discreción, adoptar dichos aumentos sin alguna audiencia y actuaciones de protesta. El programa de ajustes del tipo de propuesta cubiertos por este aviso será por un periodo de cinco años a partir de la fecha efectiva del primer aumento.

Si desea impugnar legalmente cualquier acción tomada por la ciudad en el aumento a la tarifa de residuos sólidos, se limita a elevar sólo las cuestiones que usted o alguien más hizo antes o en la audiencia pública como se describe en este aviso.

***Aviso del propuesto ajuste a la tarifa para la colección, transporte y disposición de servicios de residuos sólidos***

El Concilio considerará adoptar el ajuste de la tarifa propuesta que se describe en este aviso el 11 de septiembre del 2018 a las 5:00pm. Si las protestas contra las tarifas propuestas, como se indica en esta carta, no se presentan por una **mayoría** de los propietarios o clientes de registro, el Concilio estará autorizado a aplicar las tarifas propuestas. Si se adopta, el ajuste de la tarifa para la colección, transporte y disposición de servicios de residuos sólidos estará vigente a partir del 1 de octubre del 2018. Además, si se aprueban las tarifas, futuros ajustes de tarifas del índice de precios al consumidor también serán autorizados por cuatro (4) años adicionales los futuros incrementos ocurrirán el 1 de julio de 2019, 2020, 2021 y 2022.

Si usted tiene alguna pregunta acerca de los cambios de la tarifa propuesta o desea información adicional, por favor llame al: (951) 922-3130 entre las 8:00am y las 5:00 pm de lunes a viernes.

**SEPARAE EL FORMULARIO DE ABAJO PARA PRESENTAR LA PROTESTA:**  
**FORMA DE PROTESTA DE LA PROPOSICIÓN 218**

**PRESENTA AL**  
**CITY CLERK**  
**99 E. RAMSEY STREET**  
**BANNING, CA 92220**

**PRESENTA ANTES O EL**  
**11 de septiembre del 2018**  
**a las 5:00 pm**  
**Debe presentar protesta antes del cierre del**  
**período de comentario de la audiencia**  
**pública**

Al marcar la casilla aplicable y al firmar el formulario de abajo, protesto el ajuste de la tarifa propuesta. Afirmo bajo pena de ley que yo soy el dueño/a de la parcela o el cliente de la siguiente dirección.

Protesto el ajuste de la tarifa para la colección, transporte y disposición de residuos sólidos.

**Dueño de la propiedad o información de parcela**

Nombre del propietario: \_\_\_\_\_  
Número de parcela (APN): \_\_\_\_\_  
Dirección: \_\_\_\_\_  
Ciudad, estado, código postal: \_\_\_\_\_

**Información del cliente**

Nombre del cliente: \_\_\_\_\_  
Número de cuenta del cliente: \_\_\_\_\_  
Dirección, calle de servicio: \_\_\_\_\_  
Ciudad, estado, código postal: \_\_\_\_\_

Firma de propietario o cliente: \_\_\_\_\_  
Fecha de Firma: \_\_\_\_\_

# **ATTACHMENT 4**

## **WM Letter Requesting a Rate Adjustment**



June 18, 2018

Mr. Art Vela, P.E.  
Director of Public Works/City Engineer  
City of Banning  
99 East Ramsey Street  
Banning, CA 92220

RE: Revised 2018/2019 Rate Adjustment Request

Dear Mr. Vela:

Pursuant to Section 18A8, Annual Rate Adjustment of the franchise agreement, the 2018/2019 rate adjustment was calculated by using the Consumer Price Index as prepared by the United States Department of Bureau of Labor Statistics for the Los Angeles-Orange County-Riverside Metropolitan Area, all urban consumers December-December index.

### Summary of Proposed Adjustments

- CPI- The average annual percentage change increase was 2.16% and should be applied to all service components and ancillary charges in the current rate sheet. Overall Rate Adjustment - The overall rate adjustment to the residential customer will be 3.43%.
- Solid Waste Disposal Costs- The Riverside County tipping fee will be increasing by 3.61% and will be applied to all disposal components of the rate structure. The disposal component of the rates will increase from \$37.95 to \$39.32 per ton.

Customer Rate Overview:

Residential Rate - \$21.71

Commercial Rate- \$122.34 [1- 3 yard serviced 1 x per week]

In addition, Waste Management is requesting the outlined below to address service impacts:

- Current Residential Green Waste contamination fee of \$15 be redefined as Residential Contamination fee for either contaminated green waste or recycling cart. Contamination of both green waste and recycling material, causes much damage to the rest of the clean material, that often the whole load is rejected as trash. By

implementing a residential contamination fee, the goal would be to help residents minimize using the greenwaste and recycling carts as a second trash cart.

- Roll off Bin Rental Service  
Clarify services fees between 7-day Rental Min Haul and Extended Rental Service.  
Currently, we lack ability to charge customer who wishes to extend bin rental more than 7-days, but not interested in the extended rental service.

Waste Management respectfully requests your approval of the proposed rate adjustment that will be applied to all service and disposal components effective July 1, 2018.

I look forward to meeting with you and your staff to discuss this matter in more detail. In the meantime, if you have any questions, please contact me at (951) 609-6341. I thank you in advance for your time and consideration.

Respectfully,

Lily V. Quiroa  
Public Sector Manager  
Waste Management

cc: Holly Stuart, City of Banning

# **ATTACHMENT 5**

## **Draft 5<sup>th</sup> Amendment**

**FIFTH AMENDMENT TO FRANCHISE AGREEMENT BETWEEN THE CITY OF  
BANNING AND WASTE MANAGEMENT OF THE INLAND EMPIRE, A DIVISION  
OF USA WASTE OF CALIFORNIA, INC., FOR COLLECTION, TRANSPORTATION,  
RECYCLING AND DISPOSAL OF SOLID WASTE**

This Fifth Amendment to the Franchise Agreement for the Collection, Transportation, Recycling and Disposal of Solid Waste ("Amendment") is made and entered into this September 4, 2018, by and between the City of Banning, a California municipal corporation ("City") and USA Waste of California, Inc., a Delaware corporation dba Waste Management of the Inland Empire ("Grantee"), for the collection, transportation, recycling, composting and disposal of solid waste, compostables and recyclables.

RECITALS

- A. WHEREAS, the City and the Grantee entered into a Franchise Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste dated July 15, 1993 ("Franchise Agreement"); and
- B. WHEREAS, the City and the Grantee entered into an amendment ("First Amendment") to the Franchise Agreement on July 1, 2001, a Second Amendment on June 14, 2002, a Third Amendment on December 12, 2006, and a Fourth Amendment on June 28, 2011; and
- C. WHEREAS, the Franchise Agreement, as amended by the First, Second, Third, and Fourth Amendments, is referred to herein as the "Franchise Agreement"; and
- D. WHEREAS, the City and the Grantee have mutually agreed to modify the terms and conditions of the Franchise Agreement in order to adjust the Consumer Price Index ("CPI") utilized to adjust compensation.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

- A. SECTION 18. COMPENSATION: Section 18 is amended to make the following changes:

Sections 18.A.2 and 18.A.3 are hereby deleted in their entirety and replaced with the following:

- 2. Unless adjusted as provided herein, the rates shall be the existing rates which are shown in Exhibit "C". Beginning October 1, 2018 and on each July 1 thereafter, the rates shall be adjusted in accordance with the rate adjustment methodology set forth below, provided that 30 days' notice of the adjustment is given pursuant to Government Code Section 53756. The Grantee shall submit to the City, not less than 60 days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City Manager shall review the information submitted by the Grantee for completeness and accuracy, and the parties agree to negotiate in good faith for 30 days regarding any dispute. Thereafter, based on the methodology below, any increase resulting therefrom must be approved through a public hearing process consistent with the provisions of Proposition 218 (Constitution Article XIII D). The City agrees to undertake the notice and protest

process to the extent required by Proposition 218 and implementing legislation. CPI formulas may not be imposed over a period of more than five years without a new Proposition 218 hearing consistent with Government Code Section 53752. At any such public hearing, the Council remains free to approve, modify or not approve such increase within its discretion and without liability to the Grantee. If the increase is not approved, the Grantee shall have the right within 180 days to request that a second hearing be held; and if such increase is still not approved following the second hearing, the Grantee may give a 180-day notice of termination and terminate the Franchise Agreement.

Service Component. The Service Component comprises 65% of the rate. For Fiscal Year 2019 with rates being effective October 1, 2018, the Service Component may be adjusted by the percentage increase in the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles/Long Beach/Anaheim Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to February period immediately preceding the effective date of rate adjustment. For adjustments following Fiscal Year 2019 beginning with July 1, 2019 and thereafter, the Service Component may be adjusted by the percentage increase in the Consumer Price Index ("CPI"), All Urban Consumers, for the Riverside/San Bernardino/Ontario Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to March period immediately preceding the effective date of rate adjustment.

3. Disposal/Green Waste Processing Component. The Disposal/Green Waste Processing Component comprises 35% of the rate. The Disposal/Green Waste Processing Component will be adjusted by the greater of:
  - (1) The Disposal/Green Waste Component may be adjusted for Fiscal Year 2019 by the percentage increase in the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles/Long Beach/Anaheim Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to February period immediately preceding the effective date of rate adjustment. For adjustments following Fiscal Year 2019 beginning with July 1, 2019 and thereafter, the Disposal/Green Waste Processing Component may be adjusted by the percentage increase in the Consumer Price Index ("CPI"), All Urban Consumers, for the Riverside/San Bernardino/Ontario Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to March period immediately preceding the effective date of rate adjustment; or
  - (2) The percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County at landfills comprising the County System (Badlands Landfill, Lamb Canyon Landfill, El Sobrante Landfill) for the March to February period immediately preceding the effective date of the rate adjustment.

B. INTEGRATION:

Except as specifically amended by this Fifth Amendment, all other provisions of the Franchise Agreement shall remain in full force and effect.

In WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their duly authorized officers as of the date first above written.

CITY OF BANNING,  
a California municipal corporation

USA WASTE OF CALIFORNIA, INC.,  
a Delaware corporation

\_\_\_\_\_  
Rochelle Clayton,  
Interim City Manager

ATTEST:

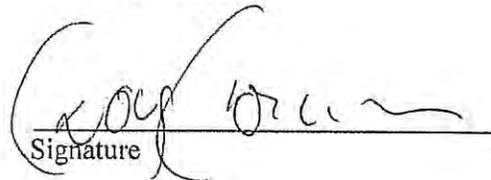
\_\_\_\_\_  
Sonja De La Fuente,  
Deputy City Clerk

APPROVED AS TO FORM AND  
LEGAL CONTENT

\_\_\_\_\_  
Kevin G. Ennis, City Attorney  
Richards, Watson & Gershon

By: Doug Corcoran

Print Name

  
\_\_\_\_\_  
Signature

Vice President

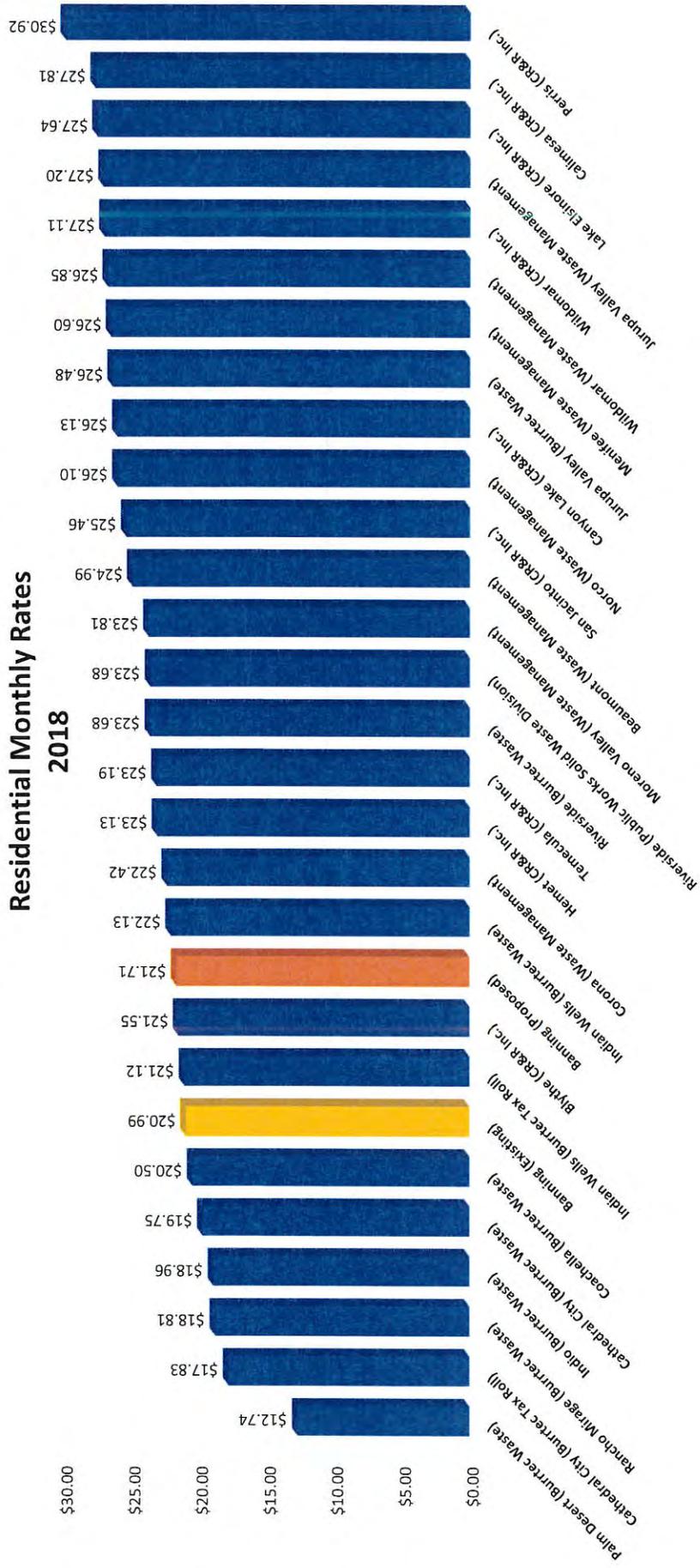
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# **ATTACHMENT 5**

## 2018 Rate Survey

# RATE COMPARISON



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## CITY OF BANNING CITY COUNCIL REPORT

**TO:** CITY COUNCIL

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

**PREPARED BY:** Rochelle Clayton, Interim City Manager  
Kevin Ennis, City Attorney

**MEETING DATE:** September 25, 2018

**SUBJECT:** Council Committees Meeting Schedules

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### **RECOMMENDATION:**

The City Council is asked to review the list of council designated committees and decide whether to establish regular meeting schedules for each specific committee or designate the committee to meet on an as-needed basis.

### **JUSTIFICATION:**

The Ralph M. Brown Act ("Brown Act") is an act of the California State Legislature, authored by Assembly member Ralph M. Brown and passed in 1953, that guarantees the public's right to attend and participate in meetings of local legislative bodies.

The Brown Act's open meeting requirements apply to advisory and standing committees of a legislative body, but allows a city council to create so-called "ad hoc" committees to handle single or limited purpose matters that are not subject to the Brown Act. These "ad hoc" committees are exempt from the Brown Act's agenda and public meeting requirements. To qualify a committee under this exemption, the ad hoc committee must: 1.) be composed of less than a quorum of the legislative body that created it (a maximum of two members of a five-member body) with no other persons serving on the committee; (2) not have perpetual or "continuing subject matter jurisdiction" over a subject and must have an existence of limited duration; and (3) not have a fixed meeting scheduled created by formal action of the legislative body. If not all of these criteria are satisfied, the ad hoc committee will qualify as a "standing committee" and will be subject to the Brown Act's notice, agenda, public access and other public meeting requirements (Gov. Code Section 54952 (b)). Committees of mixed composition (having two members of the council and another person who is not a councilmember) makes the committee neither an "ad hoc committee" nor a "standing committee" and instead

makes it an “advisory committee” which, like a standing committee, is subject to the Brown Act’s open meeting requirements. The courts have interpreted the Brown Act’s exemption for ad hoc committees as applying to committees that are charged with accomplishing a specific task in a short period of time.

The Budget and Finance Committee was designated as an ad hoc committee due to its initial purpose of reviewing the annual budgets and audited financial statements which served a defined purpose and a limited timeframe. However, the City’s elected Treasurer, who is not on the City’s governing body, sits on the committee. Therefore, because it is not composed of solely members of the City Council, it falls outside the qualifications of an “ad hoc committee” and instead qualifies as an “advisory committee”. Advisory committees created by a legislative body are subject to the Brown Act’s open meeting requirements.

Additionally, staff has evaluated the subject matter jurisdiction and duration of the following committees and concluded that they are more appropriately designated as “standing committees” and that their meetings must also be publicly noticed:

- Government Access Channel Committee
- Public Utility Advisory Committee
- Public Works Advisory Committee
- Community Advisory Committee
- Banning Unified School District 2x2
- Morongo Band of Mission Indians 2x2
- Mt. San Jacinto College 2x2
- Inter-Governmental Lobbying
- San Geronio Memorial Hospital 2x2
- Economic Development Ad Hoc
- City of Beaumont 2x2
- Healthy Living City

Staff does believe that the Cannabis Ad Hoc and Downtown Ad Hoc committees do meet the criteria of an ad hoc committee and therefore do not need to be publicly noticed.

**BACKGROUND:**

The Budget and Finance and Banning Unified School District 2x2 committees meet nearly monthly. The remaining committees cited as not meeting ad hoc committee criteria do not meet regularly.

It is customary for those committees that meet regularly to be scheduled monthly or bi-monthly and designated as having “scheduled regular meetings”. It is also customary for those committees that do not meet regularly, to schedule “special” committee meetings as needed, and be designated as “as needed meetings”.

The notable difference between the designations of scheduled and as-needed are as follows:

**Scheduled**

1. Their meetings qualify as “regular” meetings, and must be publicly noticed of a cancellation 72 hours prior the scheduled date and time.
2. Allow for public comments within the committee’s jurisdiction on matters both on the agenda and not on the agenda.

**As Needed**

1. Their meetings qualify as “special” meetings and must be noticed 24 hours prior to the meeting date and time.
2. Allow for public comments within the committee’s jurisdiction but only on items listed on the agenda.

The staff recommendation is for Council to review the City Council Standing Committee list and decide if the Council wants to establish regular **scheduled** meetings or designate the committee to meet **as-needed** which warrants a special committee meeting.

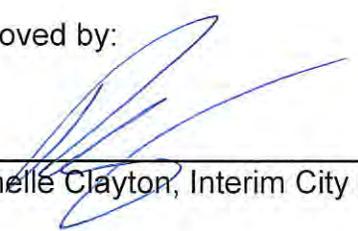
**FISCAL IMPACT:**

No fiscal impact.

**ATTACHMENTS:**

1. Committee Assignments for 2018

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton, Interim City Manager

## COMMITTEE ASSIGNMENTS FOR - 2018

### CITY COUNCIL CITY OF BANNING

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

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

**Assignments - 2018 (Continued)**

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

**2 x 2 COUNCIL WORKING GROUPS**  
*Groups meet as needed.*

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

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

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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Rochelle Clayton, Interim City Manager

**MEETING DATE:** September 25, 2018

**SUBJECT:** Adopt Resolution 2018-122, Approving a Salary and Benefits Adjustment to Public Safety Positions to Retain and Recruit Hard to Fill Critical Positions of the Banning Police Department.

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**RECOMMENDATION:**

Staff Recommends that the City Council adopt Resolution 2018-122:

1. Approving a salary increase of 8.5% or approximately \$3 per hour, and benefits increase in the form of paying 4% Employer Paid Member Contributions (“EPMC”) of allowable Public Employee Retirement System (“PERS”) employee contributions to police and public safety dispatch positions, to retain and recruit hard to fill critical public safety positions of the Banning Police Department.
2. Authorizing the Interim City Manager or designee to make necessary budget adjustments, appropriations and transfers related to salary and benefits.
3. Authorizing the Interim City Manager to reopen and amend to the related Memorandums of Understanding.

**JUSTIFICATION:**

City of Banning Police and Public Safety Dispatch positions are critical positions to the public safety of the citizens of Banning. Unfortunately they are hard to fill positions and under-staffed, most notably Police Officer positions.

Recruitment is difficult and very competitive as all of the neighboring cities are currently recruiting for Police Officer positions, yet Banning’s compensation and benefits are

significantly less than what the neighboring cities offer. Below is a salary and benefit comparison (excluding medical, dental, and certificate pays):

DESCRIPTION	Banning Police Officer	Beaumont Police Officer	Hemet Police Officer	Palm Springs Police Officer
Salary Range:	\$28.99 - 39.22	\$30.62 - 39.20	\$31.28 - 41.83	\$31.27 - 42.01
Cal PERS Retirement Calculation:	Classic - 2% @ 50	Classic - 3% @ 50	Classic - 3% @ 55	Classic - 3% @ 55
Employer Paid Member Contribution:	None	3% paid by Employer	None	None
Additional Benefit Information:			5% Stipend for 10+ Years	**NO SOCIAL SECURITY
Additional Benefit Information:			**NO SOCIAL SECURITY	
Additional Benefit Information:			Employee Contributes 12%	

Staff recommendation increases the Police Officer salary range to: **\$31.45 - \$42.55.**

**BACKGROUND:**

There are several vacancies in the Police Department, with a recent officer of 11-years leaving for another agency, and in the months before another officer of 17-years leaving for another agency. Even more alarming is that a few additional officers are currently in process of background with other departments and may too leave the Banning Police Department for another agency.

Staff recommends immediate action to not only retain the existing police positions, but to recruit for the existing vacancies as the City is competing with neighbors which makes it nearly impossible to fill vacancies that are critical to protect the safety of Banning citizens.

At the September 10, 2018 Council meeting, Mayor Pro Tem Peterson recommended an increase of \$4 per hour and 3% EPMC. At the same meeting staff stated that the City would realize less of an impact to the General Fund if an increase of \$3 and 4% EPMC was authorized. Both impacts are as follows:

Recommendation 1 – \$3 per hour increase and 4% EPMC is **a minimum annual fiscal impact of \$368,020** to the General Fund **plus the overtime impact of \$4.50 per hour.**

Recommendation 2 – \$4 per hour increase and 3% EPMC is **a minimum annual fiscal impact of \$419,324** to the General Fund, **plus the overtime impact of \$6 per hour.**

After further analysis, a straight amount of \$3 or \$4 per hour raise will be unfair across the board as it will equate to an increase of 10.35% to Step 1 and an increase of only 7.65% to Step 13 of the Police Officer position.

**RECOMMENDED ALTERNATIVE** – Alternatively, a straight percentage increase to wages and a 4% EPMC allows a fair and equitable increase to all ranges and steps, while remaining close to \$3 per hour. The difference is slightly under \$3 for Step 1 and slightly over \$3 for Step 13, as demonstrated in the table below:

Police Officer	STEP 1	+ \$3	= %	STEP 2	+ \$3	= %	STEP 3	+ \$3	= %	STEP 4	+ \$3	= %	STEP 13	+ \$3	= %
<b>\$3 Per Hour:</b>	28.99	31.99	10.35%	29.73	32.73	10.09%	30.49	33.49	9.84%	31.27	34.27	9.59%	39.22	42.22	7.65%
<b>% Alternative:</b>		31.454	8.50%		32.257	8.50%		33.082	8.50%		33.928	8.50%		42.554	8.50%

**OPTIONS:**

1. Approve Resolution 2018-122, authorizing the recommended salary increase of 8.5% for positions of plans for the public safety positions of Police Officer, Police Corporal, Police Staff Sergeant, Police Lieutenant, Police Captain, Public Safety Dispatcher, Lead Public Safety Dispatcher, and Community Services Officer positions and benefits increase of 4% permissible EPMC to police positions of Police Officer, Police Corporal, Police Staff Sergeant, Police Lieutenant, and Police Captain positions.
2. Provide alternative direction to staff.

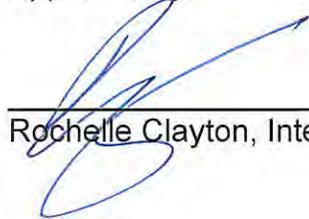
**FISCAL IMPACT:**

If fully staffed, an approximate \$400,000 annual impact to the General Fund, and an estimated \$200,000 impact for the remainder of the current Fiscal Year.

**ATTACHMENTS:**

1. Staff Report Tables
2. Banning Police Officers Association Salary Schedule
3. Police and Public Safety Dispatch Salary Calculation Spreadsheets
4. Resolution 2018-122

Approved by:



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Rochelle Clayton, Interim City Manager

# **ATTACHMENT 1**

## **Staff Report Tables**

STAFF REPORT TABLES

COMPARISON OF BANNING POLICE OFFICER SALARY & BENEFITS TO NEIGHBOR CITIES

DESCRIPTION	Banning Police Officer	Beaumont Police Officer	Hemet Police Officer	Palm Springs Police Officer	Banning Police Officer
Salary Range:	\$28.99 - 39.22	\$30.62 - 39.20	\$31.28 - 41.83	\$31.27 - 42.01	\$31.45 - 42.55
Cal PERS Retirement Calculation:	Classic - 2% @ 50	Classic - 3% @ 50	Classic - 3% @ 55	Classic - 3% @ 55	Classic - 2% @ 50
Employer Paid Member Contribution	None	3% paid by Employer	None	None	4% paid by Employer
Additional Benefit Information:			5% Stipend for 10+ Years	**NO SOCIAL SECURITY	
Additional Benefit Information:			**NO SOCIAL SECURITY		
Additional Benefit Information:			Employee Contributes 12%		

COMPARISON OF \$3 WAGE INCREASE TO 8.5% WAGE INCREASE

Police Officer	STEP 1	+ \$3	= %	STEP 2	+ \$3	= %	STEP 3	+ \$3	= %	STEP 4	+ \$3	= %	STEP 13	+ \$3	= %
\$3 Per Hour:	28.99	31.99	10.35%	29.73	32.73	10.09%	30.49	33.49	9.84%	31.27	34.27	9.59%	39.22	42.22	7.65%
% Alternative:		31.454	8.50%		32.257	8.50%		33.082	8.50%		33.928	8.50%		42.554	8.50%

# **ATTACHMENT 2**

## **Banning Police Officers Association Salary Schedule**

**CITY OF BANNING**  
**Grade Step Table - BPOA**  
**BANNING POLICE OFFICERS**

MOU: Banning Police Officers Association  
 2.5506% Between Steps  
 Effective: 3/28/2018 - 3/27/2019  
 COLA 3%

Job Title	Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Community Service Officer	P48	Hourly	18,1356	18,5981	19,0725	19,5589	20,0578	20,5694	21,0941	21,6321	22,1838	22,7496	23,3299	23,9250	24,5352
		Biweekly	1,450.84	1,487.85	1,525.80	1,564.72	1,604.63	1,645.55	1,687.52	1,730.57	1,774.71	1,819.97	1,866.39	1,914.00	1,962.81
		Annual	37,721.96	38,684.09	39,670.77	40,682.61	41,720.26	42,784.38	43,875.63	44,994.73	46,142.36	47,319.27	48,526.19	49,763.90	51,033.18
Police Officer	P67	Hourly	28,9917	29,7312	30,4895	31,2672	32,0647	32,8825	33,7212	34,5813	35,4634	36,3679	37,2955	38,2468	39,2223
		Biweekly	2,319.34	2,378.50	2,439.16	2,501.38	2,565.18	2,630.60	2,697.70	2,766.51	2,837.07	2,909.43	2,983.64	3,059.74	3,137.78
		Annual	60,302.83	61,840.91	63,418.22	65,035.78	66,694.57	68,395.69	70,140.19	71,929.18	73,763.81	75,645.23	77,574.64	79,553.26	81,582.33
Police Corporal	P71	Hourly	32,0015	32,8178	33,6548	34,5132	36,2962	37,2220	38,1714	39,1450	40,1434	41,1673	42,2173	43,2941	
		Biweekly	2,560.12	2,625.42	2,692.38	2,761.06	2,903.70	2,977.76	3,053.71	3,131.60	3,211.47	3,293.39	3,377.39	3,463.53	
		Annual	66,563.15	68,260.92	70,001.98	71,787.45	75,496.18	77,421.78	79,396.50	81,421.58	83,498.33	85,628.03	87,812.06	90,051.80	
Police Sergeant	P78	Hourly	38,0402	39,0104	40,0054	41,0258	42,0722	43,1453	44,2457	45,3743	46,5316	47,7184	48,9355	50,1837	
		Biweekly	3,043.21	3,120.83	3,200.43	3,282.06	3,365.78	3,451.62	3,539.66	3,629.94	3,722.53	3,817.47	3,914.84	4,014.70	
		Annual	79,123.54	81,141.66	83,211.26	85,333.65	87,510.17	89,742.20	92,031.16	94,378.51	96,785.73	99,254.34	101,785.93	104,382.07	107,044.45

# **ATTACHMENT 3**

## **Police and Public Safety Dispatch Salary Calculation Spreadsheets**



## Police Department Recruitment-Retention \$4 3%

Position Title	Bargaining Unit	Grade	Step	Current Hourly Rate	Annual Salary	\$4 Increase to Hourly Rate	Increased Annual Wage	Difference in Annual Salary	% of Increase	PERS Reduced by 3%	New Annual Salary after PERS Deduction	Increase in Annual Pay with \$3.00/Hr increase and PERS reduced by 4%
POLICE CAPTAIN	Police Management	P92	13	\$ 71.3181	\$ 148,341.65	75.3181	\$ 156,661.65	\$ 8,320.00	5.61%	6.00%	\$ 147,261.95	\$ 12,271.05
POLICE LIEUTENANT	Police Management	P87	8	\$ 55.5762	\$ 115,988.50	59.5762	\$ 123,918.50	\$ 8,320.00	7.20%	6.00%	\$ 116,483.39	\$ 11,288.75
POLICE LIEUTENANT	Police Management	P87	5	\$ 51.5317	\$ 107,185.94	55.5317	\$ 115,505.94	\$ 8,320.00	7.76%	6.00%	\$ 108,575.58	\$ 11,036.38
POLICE CORPORAL	Police Officers	P71	11	\$ 41.1673	\$ 89,909.38	45.1673	\$ 98,645.38	\$ 8,736.00	9.72%	6.00%	\$ 92,726.66	\$ 10,909.12
POLICE CORPORAL	Police Officers	P71	6	\$ 36.2963	\$ 79,271.12	40.2963	\$ 88,007.12	\$ 8,736.00	11.02%	9.75%	\$ 79,426.43	\$ 10,262.37
POLICE CORPORAL - VACANT	Police Officers	P71	1	\$ 32.0015	\$ 69,891.28	36.0015	\$ 78,627.28	\$ 8,736.00	12.50%	9.75%	\$ 70,961.12	\$ 9,980.98
POLICE OFFICER	Police Officers	P67	7	\$ 33.7213	\$ 73,647.32	37.7213	\$ 82,383.32	\$ 8,736.00	11.86%	9.75%	\$ 74,350.95	\$ 10,083.66
POLICE OFFICER	Police Officers	P67	6	\$ 32.8825	\$ 71,815.38	36.8825	\$ 80,551.38	\$ 8,736.00	12.16%	6.00%	\$ 72,697.62	\$ 10,038.70
POLICE OFFICER	Police Officers	P67	13	\$ 39.2223	\$ 85,661.50	43.2223	\$ 94,397.50	\$ 8,736.00	10.20%	6.00%	\$ 88,733.65	\$ 10,781.69
POLICE OFFICER	Police Officers	P67	8	\$ 34.5813	\$ 75,525.56	38.5813	\$ 84,261.56	\$ 8,736.00	11.57%	6.00%	\$ 79,205.87	\$ 10,477.61
POLICE OFFICER	Police Officers	P67	11	\$ 37.2955	\$ 81,453.37	41.2955	\$ 90,189.37	\$ 8,736.00	10.73%	9.75%	\$ 81,395.91	\$ 10,327.84
POLICE OFFICER	Police Officers	P67	3	\$ 30.4895	\$ 66,589.07	34.4895	\$ 75,325.07	\$ 8,736.00	13.12%	9.75%	\$ 67,980.87	\$ 9,881.91
POLICE OFFICER	Police Officers	P67	3	\$ 30.4895	\$ 66,589.07	34.4895	\$ 75,325.07	\$ 8,736.00	13.12%	6.00%	\$ 67,980.87	\$ 9,881.91
POLICE OFFICER	Police Officers	P67	13	\$ 39.2223	\$ 85,661.50	43.2223	\$ 94,397.50	\$ 8,736.00	10.20%	6.00%	\$ 88,733.65	\$ 10,781.69
POLICE OFFICER	Police Officers	P67	13	\$ 39.2223	\$ 85,661.50	43.2223	\$ 94,397.50	\$ 8,736.00	10.20%	6.00%	\$ 88,733.65	\$ 10,781.69
POLICE OFFICER	Police Officers	P67	13	\$ 39.2223	\$ 85,661.50	43.2223	\$ 94,397.50	\$ 8,736.00	10.20%	6.00%	\$ 88,733.65	\$ 10,781.69
POLICE OFFICER	Police Officers	P67	13	\$ 39.2223	\$ 85,661.50	43.2223	\$ 94,397.50	\$ 8,736.00	10.20%	6.00%	\$ 88,733.65	\$ 10,781.69
POLICE OFFICER	Police Officers	P67	5	\$ 32.0647	\$ 70,029.30	36.0647	\$ 78,765.30	\$ 8,736.00	12.47%	9.75%	\$ 71,085.69	\$ 9,985.12
POLICE OFFICER	Police Officers	P67	7	\$ 33.7212	\$ 73,647.10	37.7212	\$ 82,383.10	\$ 8,736.00	11.86%	9.75%	\$ 74,350.75	\$ 10,083.65
POLICE OFFICER - VACANT	Police Officers	P67	1	\$ 28.9917	\$ 63,317.87	32.9917	\$ 72,053.87	\$ 8,736.00	13.80%	6.00%	\$ 67,730.64	\$ 12,485.80
POLICE OFFICER - VACANT	Police Officers	P67	1	\$ 28.9917	\$ 63,317.87	32.9917	\$ 72,053.87	\$ 8,736.00	13.80%	6.00%	\$ 67,730.64	\$ 12,485.80
POLICE OFFICER - VACANT	Police Officers	P67	1	\$ 28.9917	\$ 63,317.87	32.9917	\$ 72,053.87	\$ 8,736.00	13.80%	6.00%	\$ 67,730.64	\$ 12,485.80
POLICE OFFICER - VACANT	Police Officers	P67	1	\$ 28.9917	\$ 63,317.87	32.9917	\$ 72,053.87	\$ 8,736.00	13.80%	6.00%	\$ 67,730.64	\$ 12,485.80
POLICE OFFICER - VACANT	Police Officers	P67	1	\$ 28.9917	\$ 63,317.87	32.9917	\$ 72,053.87	\$ 8,736.00	13.80%	6.00%	\$ 67,730.64	\$ 12,485.80
POLICE STAFF SERGEANT	Police Officers	P78	11	\$ 48.9355	\$ 106,875.13	52.9355	\$ 115,611.13	\$ 8,736.00	8.17%	6.00%	\$ 108,674.46	\$ 11,418.09
POLICE STAFF SERGEANT	Police Officers	P78	13	\$ 51.4636	\$ 112,396.50	55.4636	\$ 121,132.50	\$ 8,736.00	7.77%	6.00%	\$ 113,864.55	\$ 11,583.74
POLICE STAFF SERGEANT	Police Officers	P78	8	\$ 45.3743	\$ 99,097.47	49.3743	\$ 107,833.47	\$ 8,736.00	8.92%	6.00%	\$ 101,363.46	\$ 11,184.76
POLICE STAFF SERGEANT	Police Officers	P78	13	\$ 51.4636	\$ 112,396.50	55.4636	\$ 121,132.50	\$ 8,736.00	7.77%	6.00%	\$ 113,864.55	\$ 11,583.74
POLICE STAFF SERGEANT - VACANT	Police Officers	P78	1	\$ 38.0402	\$ 83,079.80	42.0402	\$ 91,815.80	\$ 8,736.00	10.52%	9.75%	\$ 82,863.76	\$ 10,376.63
<b>30</b>					<b>\$ 2,533,897.82</b>		<b>\$ 2,794,729.82</b>	<b>\$ 260,832.00</b>	<b>10.80%</b>		<b>\$ 2,596,169.55</b>	<b>\$ 329,795.12</b>
Additional Cost to the City												
PUBLIC SAFETY DISPATCHER	General Unit	G52	11	\$ 25.5089	\$ 55,711.44	\$ 29.5089	\$ 64,447.44	\$ 8,736.00	15.68%	6.25%	\$ 60,611.28	\$ 8,216.00
PUBLIC SAFETY DISPATCHER	General Unit	G52	13	\$ 26.8268	\$ 58,589.73	\$ 30.8268	\$ 67,325.73	\$ 8,736.00	14.91%	5.00%	\$ 64,119.74	\$ 9,993.99
PUBLIC SAFETY DISPATCHER	General Unit	G52	3	\$ 20.8539	\$ 45,544.92	\$ 24.8539	\$ 54,280.92	\$ 8,736.00	19.18%	6.25%	\$ 51,049.91	\$ 8,216.00
PUBLIC SAFETY DISPATCHER	General Unit	G52	13	\$ 26.8268	\$ 58,589.73	\$ 30.8268	\$ 67,325.73	\$ 8,736.00	14.91%	4.00%	\$ 64,760.94	\$ 10,077.19
PUBLIC SAFETY DISPATCHER	General Unit	G52	3	\$ 20.8539	\$ 45,544.92	\$ 24.8539	\$ 54,280.92	\$ 8,736.00	19.18%	6.25%	\$ 51,049.91	\$ 8,216.00
PUBLIC SAFETY DISPATCHER-VACANT	General Unit	G52	13	\$ 26.8268	\$ 58,589.73	\$ 30.8268	\$ 67,325.73	\$ 8,736.00	14.91%	5.00%	\$ 64,119.74	\$ 9,993.99
PUBLIC SAFETY DISPATCHER-VACANT	General Unit	G52	1	\$ 19.8295	\$ 43,307.63	\$ 23.8295	\$ 52,043.63	\$ 8,736.00	20.17%	6.25%	\$ 48,945.79	\$ 8,216.00
PUBLIC SAFETY DISPATCHER-VACANT	General Unit	G52	1	\$ 19.8295	\$ 43,307.63	\$ 23.8295	\$ 52,043.63	\$ 8,736.00	20.17%	6.25%	\$ 48,945.79	\$ 8,216.00
PUBLIC SAFETY DISPATCHER-VACANT	General Unit	G56	11	\$ 28.1569	\$ 61,494.67	\$ 32.1569	\$ 70,230.67	\$ 8,736.00	14.21%	6.25%	\$ 66,050.27	\$ 8,216.00
LEAD PUBLIC SAFETY DISPATCHER-VACANT	General Unit	G56	11	\$ 28.1569	\$ 61,494.67	\$ 32.1569	\$ 70,230.67	\$ 8,736.00	14.21%	6.25%	\$ 66,050.27	\$ 8,216.00
COMMUNITY SERVICES OFFICER	General Unit	G56	13	\$ 29.6116	\$ 64,671.73	\$ 33.6116	\$ 73,407.73	\$ 8,736.00	13.51%	5.00%	\$ 69,912.13	\$ 10,167.76
					<b>\$ 535,352.13</b>		<b>\$ 622,712.13</b>	<b>\$ 87,360.00</b>	<b>16.68%</b>		<b>\$ 589,565.52</b>	<b>\$ 89,528.94</b>
Additional Cost to the City												

# **ATTACHMENT 4**

## Resolution 2018-122

**RESOLUTION 2018-122**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SALARY INCREASE OF EIGHT AND ONE HALF PERCENT AND THE PAYMENT OF FOUR PERCENT OF EMPLOYEE MEMBER CONTRIBUTIONS TO CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION, REFERRED TO AS EMPLOYER PAID MEMBER CONTRIBUTIONS, FOR PUBLIC SAFETY POSITIONS OF THE BANNING POLICE DEPARTMENT**

**WHEREAS**, City of Banning employees have updates to their compensation and benefits from time to time; and

**WHEREAS**, the compensation and benefit plans for the public safety positions needs to be updated to remain competitive to enable recruitment of critical and hard-to-fill positions, and retain existing critical public safety positions; and

**WHEREAS**, the City now desires to adopt a resolution approving the maximum compensation and a salary increase of 8.5% for the public safety positions of Police Officer, Police Corporal, Police Staff Sergeant, Police Lieutenant, Police Captain, Public Safety Dispatcher, Lead Public Safety Dispatcher, and Community Services Officer positions; and

**WHEREAS**, the City now desires to adopt a resolution approving the maximum benefits to include a payment of 4% of employee member contributions to permissible California Public Employees' Retirement Association plans for the public safety positions of Police Officer, Police Corporal, Police Staff Sergeant, Police Lieutenant, and Police Captain positions.

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

SECTION 1. The Banning City Council adopts Resolution 2018-122 approving a salary increase of 8.5% or approximately \$3 per hour, and benefits increase in the form of paying 4% Employer Paid Member Contributions ("EPMC") of allowable Public Employee Retirement System ("PERS") employee contributions to police, public safety dispatch and community services officer positions, to retain and recruit hard to fill critical public safety positions of the Banning Police Department.

SECTION 2. The Interim City Manager or her designee is authorized to make necessary budget adjustments, appropriations and transfers related to the salary and benefits adjustments.

SECTION 3. The Interim City Manager is authorized to reopen and amend the related Memorandums of Understanding.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of September, 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 2018-122, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

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

NOES: None

ABSTAIN: None

ABSENT: Council Member Andrade

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



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Laurie Sampson, Executive Assistant

**MEETING DATE:** September 25, 2018

**SUBJECT:** Resolution 2018-120, Approving Amendment #1 to the Enterprise Licensing Agreement with Software One to Include Data Storage

---

**RECOMMENDED ACTION:**

That the City Council approve Resolution 2018-120, Approving Amendment #1 to the Enterprise Licensing Agreement with Software One to include Data Storage.

**BACKGROUND:**

All data for the City is backed up and stored. This includes all Departments including Fire and Police. In order to safeguard all City data, it must be stored off-site. We are currently storing our data at Iron Mountain. This involves backing up information to tapes and shipping them to Iron Mountain. We currently back up weekly. This means if we have a loss of data we would only be able to recover up to the point in time of the last recording. It also means we would be without the ability to recover data for approximately 7 days waiting for the most recent tapes to be returned and uploaded to new equipment. Our current equipment is in need of replacement and now would be an opportune time to upgrade our system for future requirements.

**JUSTIFICATION:**

Amending the agreement with Software One would allow the City to back up data onto the cloud. This data would be stored off-site and would be immediately accessible in case of disaster or emergency. All data would be recoverable as it is constantly being backed up. Software One provides our Microsoft Licensing and our data would be uploaded to the Microsoft Cloud for easy integration.

**FISCAL IMPACT:**

Replacement of the existing equipment is estimated at \$5,000. The annual cost of maintaining the current system at the same level Software One could provide including tapes and weekly storage at Iron Mountain would be approximately \$25,000. Implementing the new system with Software One would be a one-time set up fee of \$1800 and an annual cost for storage of \$13,020. We currently have an agreement with Software One for Microsoft Licensing approved on June 12, 2018, Resolution 2018-63, for \$54,560.15 for Fiscal Year 2018-2019. This amendment would increase this to \$69,380.15 for this Fiscal Year.

**OPTIONS:**

1. Approve as recommended ensuring secure and accessible data backup
2. Approve alternate repair of existing equipment and continue back up to data tapes and store at Iron Mountain
3. Give staff alternate directions

**ATTACHMENTS:**

1. Resolution 2018-120
2. Software One Quote for Cloud Storage
3. Software Amendment #1
4. Resolution 2018-63

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Resolution 2018-120

**RESOLUTION 2018-120**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,  
APPROVING AMENDMENT #1 TO THE ENTERPRISE LICENSING AGREEMENT TO  
INCLUDE DATA STORAGE**

**WHEREAS**, in order to safeguard all City data, it must be stored off-site; and

**WHEREAS**, our current equipment is in need of replacement; and

**WHEREAS**, to receive the same level of service as we would from Software One we would need to invest \$5000 in new equipment and \$25000 annually for tapes and storage fees; and

**WHEREAS**, contracting with Software One would allow immediate access to stored data at a lower cost and dovetails with our future information technology requirements; and

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

SECTION 1. The Banning City Council adopts Resolution 2018-120, Approving Amendment #1 to the Enterprise Licensing Agreement with Software One to Include Data Storage

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to Software One Amendment #1.

SECTION 3. The Interim City Manager is authorized to sign the Software One Amendment #1 agreement on behalf of the City of Banning.

**PASSED, APPROVED AND ADOPTED** this 25th day of September, 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 2018-120, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

# **ATTACHMENT 2**

## Software One Quote for Cloud Storage

SoftwareONE - software quote					
Quoted by Jason Carmer					
Phone 480-845-7155 jason.carmer@SoftwareONE.com					
Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@SoftwareONE.com - Call 800-400-9852, option 2, to check status on orders.					
Quoted to:		City of Banning			
		Eric Brown			
		eric.brown@ci.banning.ca.us			
Date:	9/4/2018				
Quote#:	43347				
<b>Backup Simple Yearly Estimate - Can change depending on your actual consumption</b>					
Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"					
Quantity	Part #	Description	Unit price	Monthly price	Yearly Total
1	setup	One-time setup fee.	\$1,800.00	n/a	\$1,800.00
15	n/a	SNAP. Estimate only. Will bill monthly based on actual consumption	\$10.00	\$150.00	\$1,800.00
2	n/a	Standard Server Estimate only. Will bill monthly based on actual consumption	\$25.00	\$50.00	\$600.00
15	n/a	Application Server (SQL, Exchange, iSeries) Estimate only. Will bill monthly based on actual consumption	\$35.00	\$525.00	\$6,300.00
1	n/a	Azure Instance Estimate only. Will bill monthly based on actual consumption	\$260.00	\$260.00	\$3,120.00
1	n/a	Azure Storage Estimate only. Will bill monthly based on actual consumption	\$100.00	\$100.00	\$1,200.00
Please type "electronic software delivery" on your PO.					
Product-total					\$ 14,820.00
Sub-Total					\$ 14,820.00
Tax		ESD - nontaxable			\$ -
Shipping					No Charge
			<b>Total</b>		<b>\$ 14,820.00</b>
<b>Prices good for 30 days</b>					
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.					

# **ATTACHMENT 3**

Software One Amendment #1



## Statement of Work

### BackupSimple

#### **Prepared exclusively for:**

City of Banning  
99 E. Ramsey Street  
"Customer"

#### **By:**

SoftwareONE Inc.  
20875 Crossroads Circle, Suite 1 Waukesha, WI 53186 4093  
"SoftwareONE"

18 September 2018

Version 1.0

*This Statement of Work is valid for 30 days from the date listed above.*

## Document History

### Version

Name	Role	Review date	Version
Mathew Showers	Best Practices Manager	09 August 2018	1.0
Jared Cheney	Service Lead		

### Contacts: City of Banning

Name	Position	Contact Tel / E-Mail
Eric Brown	Information Technology Manager	Phone: 951-922-4840 eric.brown@ci.banning.ca.us

### Contacts: SoftwareONE

Name	Position	Contact Tel / E-Mail
Jason Carmer	Customer Business Development Manager	Tel: +1 214 580 5899 Jason.Carmer@softwareone.com
Ryan Ennis	Sales Solutions Specialist	Tel: +1 262 439 3172 Ryan.Ennis@softwareone.com

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The SoftwareONE Inc. Services Statement of Work presented herein is intended exclusively as a guide to enable Customer's representatives to evaluate the offering of SoftwareONE Inc.. It must not be copied, reproduced, passed to third parties or used for engineering purposes without the express permission of SoftwareONE Inc..

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## 1 Preface

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- 1.1 This statement of work dated 18.09.2018 (hereinafter: "Statement of Work") governs duties and scope of the service engagement between City of Banning ("Customer") and SoftwareONE Inc. ("SoftwareONE"). This Statement of Work is governed by the terms of the services agreement between the Customer and SoftwareONE, executed on 10/2/2018 (the "Services Agreement"). If no Services Agreement is in place between the Customer and SoftwareONE, this Statement of Work is entered into under SoftwareONE's standard terms and conditions (the "T&Cs"), a copy of which are available at [www.softwareone.com](http://www.softwareone.com). The terms of the Services Agreement or the T&Cs, as applicable, shall govern this Statement of Work, along with any non-disclosure agreement in place between SoftwareONE and the Customer. In case of any inconsistencies between the relevant documents, the terms of the Services Agreement or the T&Cs will control, unless all of the following apply: (i) the Statement of Work clearly identifies the applicable section of the Services Agreement or T&Cs that is to be modified; and (ii) the Statement of Work clearly states that such provision supersedes the conflicting or inconsistent provision in the Services Agreement or T&C's.

## 2 Executive summary

---

- 2.1 SoftwareONE have been working alongside Customer to review Customer's existing data availability strategy and SoftwareONE are delighted to now present this Statement of Work for BackupSimple, SoftwareONE's hosted backup solution.
- 2.2 BackupSimple offers the following key benefits to Customer
- Removes the burden of operating resilient backup management infrastructure
  - Removes the high capital expenditure costs and the complexity of maintaining backup storage infrastructure
  - Reduces the complexity of administering the backups of multiple disparate environments.
  - Enables customers to leverage a backup as a service offering whilst retaining ownership of all backup data
- 2.3 This Statement of Work details the implementation and onboarding process for BackupSimple.
- 2.4 BackupSimple provides a flexible licensing structure based on monthly peak-usage. This Statement of Work details the prices for each BackupSimple license.
- 2.5 The engagement is expected to begin on 10/2/2018.
- 2.6 The total onboarding price for this Statement of Work is 1800 USD
- 2.7 The minimum monthly spend for BackupSimple licensing is 300 USD

## 3 Scope of work

---

### 3.1 Scope

- 3.1.1 A BackupSimple Tenant will be created with the following Alias

<b>Company Name</b>	City of Banning
<b>Customer Alias</b>	CoB

3.1.2 The following BackupSimple Administrators will be created

	Name	Email address
<b>BackupSimple Tenant Admin 1</b>	Eric Brown	eric.brown@ci.banning.ca.us
<b>BackupSimple Tenant Admin 2</b>		

3.1.3 The BackupSimple Tenant will be created to support the following environments and associated estimated license usage:

Env. reference name	Env. type	Front End Tb	Front End Tb nightly delta	Est. number Standard Servers	Est. number Application Servers	Est. number O365 mailboxes	Est. number Full O365
<i>City of banning</i>	<i>On-premise</i>	<i>12</i>	<i>0.001</i>	<i>28</i>	<i>13</i>	<i>0</i>	<i>0</i>

3.1.4 The BackupSimple Architecture requires 'Media Agent' software be installed on a Windows or Linux Host. The host may be deployed on-premise, in City of Banning's own IaaS environment or in a SoftwareONE provisioned Azure CSP tenant. The detailed architecture will be discussed during the onboarding. City of Banning remains responsible for the costs of provisioning and running that Media Agent Host.

- (i) SoftwareONE offer the management of BackupSimple Agents deployed in SoftwareONE's Azure CSP environment. This includes the provisioning, antivirus, backups, patching and monitoring of the hosts and the deployment of the BackupSimple the agents. Managed agents must be deployed in SoftwareONE's Azure CSP environment.

3.1.5 The following Cloud Storage Repository will be utilised

Cloud storage provider (Choose one)	Replication option	Region	If existing tenant, enter tenancy name Otherwise enter 'SoftwareONE provisioned'
AzureSimple - with managed Media Agent <input type="checkbox"/>	LRS	West US; California	SoftwareONE provisioned

## 3.2 Work Plan

### 3.2.1 Implementation

<b>Inclusions</b>	<ul style="list-style-type: none"> <li>a) Provision of BackupSimple tenant including two BackupSimple Tenant Admins .</li> <li>b) Provisioning of Azure tenancy as defined in the above Scope section                             <ul style="list-style-type: none"> <li>i. If non-Azure CSP storage repositories will be utilised, SoftwareONE will assist Customer, on a best endeavour basis, in the provisioning and configuration of those storage repositories.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>c) A technical onboarding workshop will be arranged with Customer BackupSimple Administrator(s) to confirm: <ul style="list-style-type: none"> <li>i. Media and managed agent architecture</li> <li>ii. Backup plan details including: <ul style="list-style-type: none"> <li>1. Backup schedules</li> <li>2. Retention policies</li> </ul> </li> <li>iii. Configuration of public cloud environments deemed in scope for Backup</li> </ul> </li> <li>d) Media Agents are deployed through remote web conferencing facilities with Customer Administrators.</li> <li>e) Provisioning of up to two BackupSimple plan(s) defined during the technical onboarding workshop.</li> <li>f) SoftwareONE will assist Customer to configure the cloud environments in scope to authorise BackupSimple access.</li> </ul>
<b>Exclusions</b>	<ul style="list-style-type: none"> <li>a) No work will be conducted on-premise by SoftwareONE; all work will be completed through remote web conferencing.</li> <li>b) SoftwareONE will not be responsible for the provisioning or configuration of non-Azure CSP cloud storage repositories.</li> <li>c) SoftwareONE will not assist with the configuration of Customer cloud environments beyond authorising BackupSimple to access the environments for backup.</li> <li>d) No more than two Customer Admin accounts will be created by SoftwareONE.</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>a) Customer will provide the host and operating system environment for all non-Managed Agents, including Media Agents</li> <li>b) Customer Administrator has an understanding of industry standard terms for Backup services and is able to effect final decisions on BackupSimple scheduling and retention policies.</li> <li>c) Customer Administrator has full administrative access to public cloud environments deemed in scope and can effect the configuration of the public cloud environments or give access to SoftwareONE to configure the public cloud environments</li> </ul>
<b>Key information/assumptions</b>	<ul style="list-style-type: none"> <li>a) Customer Administrator will make themselves available for technical workshops in a timely manner.</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>a) Online technical onboarding workshop.</li> <li>b) BackupSimple Tenant built to the architecture defined in the technical onboarding workshop.</li> <li>c) Managed hosts provisioned as defined in the BackupSimple technical onboarding workshop.</li> </ul>

	<ul style="list-style-type: none"> <li>d) BackupSimple Media Agents deployed per the agreed architecture defined in the technical onboarding workshop.</li> <li>e) Cloud-based storage repository or assistance with the configuration of non-Azure CSP storage repositories.</li> <li>f) Assistance with the configuration of public cloud environments to allow BackupSimple access.</li> </ul>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### 3.2.2 Onboarding

<b>Inclusions</b>	<ul style="list-style-type: none"> <li>a) Online training workshop                             <ul style="list-style-type: none"> <li>i. Welcome to the web portal</li> <li>ii. Agent deployment</li> <li>iii. Administering Backup and restore jobs</li> <li>iv. Reviewing reports</li> <li>v. Accessing technical support</li> </ul> </li> <li>b) Customer testing</li> <li>c) Move to business as usual</li> <li>vi. Upon successful testing of the environment the onboarding phase will be complete and Customer will be moved to business as usual support</li> </ul>
<b>Exclusions</b>	<ul style="list-style-type: none"> <li>a) No on-site training or support will be conducted.</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>a) Customer Administrator has access to a smart-phone which supports Googles Authenticator application for two factor authentication.</li> <li>b) Customer Administrator has an understanding of industry standard terms for Backup services for the training workshop.</li> <li>c) Customer will test the environment within 7 days of the training workshop.</li> </ul>
<b>Key information/assumptions</b>	<ul style="list-style-type: none"> <li>a) Customer will not share login credentials with any other person.</li> <li>b) Customer Administrator will make themselves available for onboarding workshop in a timely manner.</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>a) SoftwareONE will deliver Customer Administrator welcome email.</li> <li>b) SoftwareONE will deliver Customer training invitation and workshop.</li> </ul>

### 3.3 Milestones

- a) The milestones below indicate the projected business days of completion from project commencement time (T)

<b>Milestone overview</b>
---------------------------

Milestone ID	Description	Payment	Projected completion date
01	Implementation	No	T+4
02	Onboarding	No	T+8

### 3.4 Engagement Expense Overview

- BackupSimple invoices are based on the number of peak license utilised in a single month, subject to a minimum monthly fee of 300 USD / month.
- Monthly invoices are distributed on the first business day of the following month.
- BackupSimple licenses are priced as follows:

Item	Price /month
SNAP	10 USD
Standard Server	25 USD
Application Server	35 USD
Office 365 Mailbox User	4 USD
Office 365 Mailbox, Sharepoint & Onedrive user	5 USD

- SoftwareONE reserve the right to review the above prices on an annual basis.
- BackupSimple requires an onboarding period which includes the creation of the BackupSimple Tenancy and a customer training session.
- The costs for onboarding Customer to BackupSimple are as follows

Item	Estimated Price
Onboarding	1800 USD

- Azure or other Cloud Provider costs incurred as a result of BackupSimple storage and managed host usage will be billed directly to Customer through a separate Azure CSP or other cloud vendor billing mechanism.

### 3.5 Place of performance

- This project will be performed remotely by a SoftwareONE consultant. Any requested travel by SoftwareONE to the Customer's location will be subject to additional costs and the approval of SoftwareONE.
- The assigned resources will be available during the business hours 8AM – 1AM India Standard Time to perform the project. Any technical support requests are subject to acknowledgement, acceptance and completion during the business hours outlined above as it relates to the selected service level. In the event that the primary resource is out of the office for planned leave, a backup point of contact will be communicated to the Customer. The resource assignment will be communicated to the Customer during the initial project kick-off communication. Any planned departures from the SoftwareONE project team will be discussed with the Customer in advance of the resource leaving the project

whenever possible. SoftwareONE reserves the right to make these changes at any time and without agreement from the Customer

### 3.6 Acceptance criteria

- a) SoftwareONE will provide a deliverable acceptance form that is to be completed by the Customer at the completion of the remote on-boarding session. If the form is not received countersigned by SoftwareONE within the specified period, it will be deemed to have been accepted automatically.

## 4 Other requirements

### 4.1 SoftwareONE responsibilities

- a) SoftwareONE will assign a primary contact to the project that will serve as the focal point for all communications relative to this engagement.
- b) SoftwareONE will make all reasonable efforts to communicate with the Customer to ensure the completion of project deliverables.
- c) SoftwareONE will make a reasonable good faith effort to ensure the accuracy of the data it reports to the Customer based on industry standards.
- d) SoftwareONE will provide information needed by the Customer to complete the engagement. This information will be provided in accordance with the project timeline agreed upon by both parties.
- e) SoftwareONE shall ensure that the Customer is notified of any issues likely to impact this Statement of Work.
- f) SoftwareONE has provided an escalation path as outlined below starting with the primary contact (1st level) and moving up. This is the path that should be followed when escalating any issues with the project.

SoftwareONE escalation path			
Level	Name and position	Email address	Phone number
1	Ryan Ennis	Ryan.Ennis@softwareone.com	+1 262 439 3172

### 4.2 Customer responsibilities

- a) The Customer shall designate a representative to be the Customer's primary contact. This individual shall be the focal point for all communications relative to this engagement and shall have the authority to act on Customer's behalf in matters regarding this engagement. The Customer shall ensure that this person has all necessary signing authority to approve milestones and deliverables. The Customer shall notify SoftwareONE of any change in this assignment.
- b) The Customer shall provide information needed by SoftwareONE to complete the engagement. This information will be provided in accordance with the project timeline agreed upon by both parties.
- c) SoftwareONE shall make reasonable efforts to schedule all training, consultant access, and other deliverables that involve Customer participation. However, it is ultimately the Customer's responsibility to propose times and agree to a schedule. Non-use of those services does not entitle the Customer to a reduction in project costs.
- d) Customer shall ensure that SoftwareONE is notified of any issues likely to impact this Statement of Work.

- e) The Customer has provided an escalation path as outlined below starting with the primary contact (1st level) and moving up. The Customer shall follow this path when escalating any issues with this Statement of Work or the project described herein.

City of Banning escalation path			
Level	Name and position	Email address	Phone number
1	Eric Brown	eric.brown@ci.banning.ca.us	951-922-4840
2			
3			

#### 4.3 Limitations, exclusions and assumptions

- a) SoftwareONE does not guarantee any cost savings or decrease in software spend as a direct result of this engagement.
- b) SoftwareONE does not guarantee compliance with Sarbanes-Oxley, HIPAA, or any other regulatory or industry documentation requirements.
- c) Any activities not documented in this Statement of Work are considered outside of scope for this Statement of Work and SoftwareONE will not have any obligation to provide any services or create any deliverables except as provided herein.
- d) SoftwareONE will not be liable for failure or delay in delivering services or deliverables if such failure or delay arises from the Customer's failure to perform its responsibilities, Customer providing inaccurate information or the Customer's inaction or delayed action. Delays caused by the Customer will not entitle the Customer to any change in the cost for this project.
- e) All work performed under this Statement of Work is limited in scope by the abilities of any 3rd party tool(s) utilized for this engagement by the Customer. Additionally, SoftwareONE does not guarantee the accuracy of data collected by a third party tool.
- f) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE SERVICES AGREEMENT, T&CS AND THIS STATEMENT OF WORK, SOFTWAREONE HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### 4.4 Travel & expenses

- a) The Customer will be charged for all travel and related expenses for any resources (not local) that are part of the SoftwareONE advisory team delivering this project that are not explicitly listed as included in the scope of the engagement in section 4.3.1. All travel will require pre-approval by both the Customer and SoftwareONE Inc.. The charges will be calculated for each resource in accordance with SoftwareONE's travel policy, which is available upon request. The Customer will be billed no later than quarterly at the end of the current calendar quarter following the completion of the event and travel.

#### 4.5 Billing & invoicing

- a) The engagement will be billed in accordance with the engagement expense overview in section 3.44.4 unless a specific payment schedule is defined. If any third party funding will be used in lieu of direct payment, the Customer agrees to work with SoftwareONE to fulfil any program requirements for payment, otherwise the Customer will be billed in accordance with the following:



- b) The Customer will issue SoftwareONE a purchase order at execution of this Statement of Work that will be charged against in accordance with the payment schedule. No services shall be delivered prior to the acceptance of a proper payment promissory by SoftwareONE. In the case that the Customer's normal payment process does not require a purchase order, the Customer will provide SoftwareONE a written confirmation that a purchase order is not required and this Statement of Work shall serve as authorization.
- c) Costs incurred by delays caused by the Customer, or a request by the Customer's onsite staff to delay or change the scope of this engagement, will be billed on a time & material basis at the rate of 1750 per day.
- d) SoftwareONE's price does not include any federal, state, or local sales, use, or excise taxes. Appropriate taxes will be added to the price, as necessary, unless the Customer provides lawful evidence of exemption.
- e) SoftwareONE reserve the right to entirely disable access to BackupSimple if outstanding invoices are not paid within fifty-five (55) days of distribution. SoftwareONE reserve the right to remove Customer BackupSimple after that (fifty-five) 55 day term has passed if payment is not received.

#### 4.6 Provision for change of scope

- a) The costs outlined in this Statement of Work are based on SoftwareONE executing the required activities as listed. Any deviation from this scope or schedule may result in corresponding changes to the price, completion dates, responsibilities, or other provisions of the engagement. Changes must be agreed to by both parties and do not come into effect until a change request form or a separate Statement of Work has been executed by the Customer and SoftwareONE.

#### 4.7 Term and termination

##### 4.8 Term

- a) This Statement of Work will remain in effect in accordance with any renewal terms as set out in section 3 unless terminated earlier in accordance with the provisions set forth below.

##### 4.9 Termination

- a) This Statement of Work may be terminated immediately upon written notice:
  - i. By Customer request to SoftwareONE with ninety (90) days notice through BackupSimple service desk.
  - ii. By either party if the other party commits a material breach or default of any obligation hereunder and fails to remedy such breach within thirty (30) days of receipt of a written notice by the other party which specifies the material breach;
  - iii. By either party, if a receiver, liquidator or trustee of the other party is appointed by court order or receivership, insolvency or bankruptcy proceedings are commenced or a petition is filed by or against the other party under any applicable liquidation, conservatorship, bankruptcy, moratorium, insolvency, reorganization or similar laws or the other party makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts generally as they become due or otherwise takes any action or causes any action to be taken which the other party reasonably believes will cause the acting party to be unable to perform its financial obligations under the Statement of Work.
  - iv. By SoftwareONE, if the Customer fails to pay any amount due hereunder and does not cure such default within fifteen (15) days of the date payment is due. SoftwareONE may suspend performance of services without prejudice to its right to terminate hereunder.



- v. Upon termination of this Statement of Work, the Customer will pay SoftwareONE for all outstanding services performed and charges and expenses. Any rights or obligations of either party that have accrued prior to the termination shall not be affected by the termination of this Statement of Work. For the avoidance of doubt, termination of this Statement of Work may cause a termination of any licenses granted in association with this Statement of Work.

#### 4.10 Conditions of use

- a) Third Party Software. As part of the service, SoftwareONE may grant Customer access to software owned and/or licensed by a third party ("Third Party Software"). Customer shall acquire only those rights in the Third Party Software granted by the applicable license and accorded by applicable law. The latest version of the current end user license agreement for such software can be found at [www.softwareone.com](http://www.softwareone.com) and will be made available by SoftwareONE upon Customer's request.

## 5. Specific contract details and authorization

Between: SoftwareONE Inc.  
75 Crossroads Circle, Suite 1 Waukesha, WI 53186  
3

And: City of Banning  
99 E. Ramsey Street  
United States

Engagement Description BackupSimple

Project Start Date : 10/2/2018

PO Number Issued, if applicable: \_\_\_\_\_

EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND AGREES THAT ITS TERMS AND CONDITIONS INCLUDING ALL SCHEDULES, ARE BOTH REASONABLE AND ESSENTIAL REQUIREMENTS OF THE RELATIONSHIP HEREIN ESTABLISHED.

City of Banning	SoftwareONE Inc.
By (Authorized Signature):	By (Authorized Signature): <small>DocuSigned by:</small> <i>Jared Cheney</i> <small>C0E699FC48AD4BD</small>
Print Name:	Print Name: Jared Cheney
Title:	Title: North America Technology Services Leader
Date:	Date: 9/17/2018

## 5 Appendix

### 5.1 Service Definition

- a) A full Service definition, including Service Level Agreements, is available in a separate document "Service Definition – BackupSimple". A copy of the Service Definition will be communicated along with this SoW and is also available on request from BackupSimple Support services.

### 5.2 Definitions

- a) "Backup" or "Back Up" is the process of copying computer data from a registered server to a Backup Vault.
- b) "BackupSimple Agent" refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.
- c) For the purposes of this agreement, the "Cloud Support Online" refers to the online IT Service Management portal for customers to raise Incidents and Service Requests
- d) "Front End Data" is the amount of source customer data being protected.
- e) For the purposes of this agreement, an "Incident" is an unplanned disruption or degradation of service. A problem is a cause of one or more Incidents
- f) "Managed Agent" is an agent deployed on a Managed Host
- g) "Managed Host" is a Windows or Linux host deployed and managed by SoftwareONE in Customer's onw Azuer CSP environment
- h) "Media Agent" is a dedicated BackupSimple Agent installed to a virtual or physical machine which transfers Data traffic between the iData agents and the BackupSimple Storage Library.
- i) "Protected Item" refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.
- j) "Recovery" or "Restore" is the process of restoring computer data from a Backup Vault to a registered server.
- k) For the purposes of this agreement, a "Service Request", is a formal request from the Customer Administrator or the IT Administrator for something to be provided as per SoftwareONE Service definition below

### 5.3 BackupSimple Media Agent sizing guide

Up to 2.5TB of total Front End Data	Up to 10TB of total Front End Data	Up to 25-30TB of total Front End Data	Up to 60TB of total Front End Data
2 vCPU, 4GB RAM 100GB Disk (preferably fast)	4 vCPU, 14GB RAM Azure VM = DS3 1x 200GB Fast Storage for DDB	8 vCPU, 28GB RAM Azure VM = DS4 1x 600GB Fast Storage for DDB	16 vCPU, 112GB RAM Azure VM = DS14 1x 1TB Fast Storage for DDB

	<p>1x 400GB Standard Storage for Index Cache</p> <p>Windows 2012 R2</p> <p>Note : Make sure to format DeDup and Index Partition with 4KB</p>	<p>1x 1TB Standard Storage for Index Cache</p> <p>Windows 2012R2</p> <p>Note : Make sure to format DeDup and Index Partition with 4KB</p>	<p>1x 1TB Standard Storage for Index Cache</p> <p>Windows 2012R2</p> <p>Note : Make sure to format DeDup and Index Partition with 4KB</p>
<p>1 year reserved price:</p> <p>\$150 / month</p>	<p>1 year reserved price:</p> <p>\$200 / month</p>	<p>1 year reserved price:</p> <p>\$650 / month</p>	<p>1 year reserved price:</p> <p>\$1,400 / month</p>

# **ATTACHMENT 4**

## Resolution 2018-63

**RESOLUTION 2018-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THREE YEAR ENTERPRISE LICENSING AGREEMENT WITH MICROSOFT (THROUGH SOFTWARE ONE)**

**WHEREAS**, on June 23, 2015, the City entered into an Enterprise Licensing Agreement with Microsoft (through Software One) for a period of three years; and

**WHEREAS**, this agreement will expire on June 30, 2018; and

**WHEREAS**, the City uses and intends to continue using Microsoft software products as its standard configuration on its Application Servers and desktop computer environment; and

**WHEREAS**, Microsoft offers an enterprise (or citywide) software licensing agreement; and

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

**SECTION 1.** The City Council adopts Resolution 2018-63, Approving a Three Year Enterprise Licensing Agreement with Microsoft (through Software One) payable in annual payments of \$54,560.15 for a total contract amount of \$163,680.45.

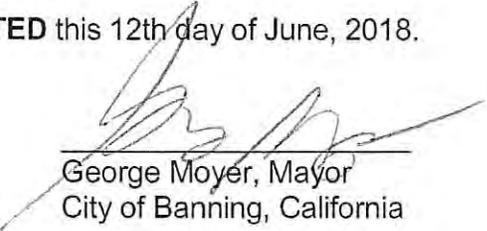
**SECTION 2.** The Administrative Services Director is authorized to make necessary budget adjustments and appropriations and transfers related to the agreement.

**SECTION 3.** The Interim City Manager is authorized to execute the agreement with Software One for three annual payments of \$54,560.15 each and a total contract amount of \$163,680.45.

**PASSED, APPROVED AND ADOPTED** this 12th day of June, 2018.

**ATTEST**

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

  
\_\_\_\_\_  
George Moyer, Mayor  
City of Banning, California

**APPROVED AS TO FORM**

**AND LEGAL CONTENT:**



---

Kevin G. Ennis, City Attorney  
Richards Watson Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2018-63 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th 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



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL  
**FROM:** Rochelle Clayton, Interim City Manager  
**PREPARED BY:** Tom Miller, Electric Utility Director  
**MEETING DATE:** September 25, 2018  
**SUBJECT:** Electric Line Extension Agreement for Pardee Homes

---

**RECOMMENDED ACTION:**

Staff recommends the use of the proposed electric line extension and reimbursement agreement in connection with Pardee Homes for various project work in connection with the Butterfield Subdivision.

**GOAL STATEMENT:**

The goal of the electric line extension agreement is to provide a template for Banning Electric Utility to use in connection with projects specific to electric line extensions or electric service connections between Banning Electric Utility and Pardee Homes.

**COMMITTEE RECOMMENDATION:**

Not applicable in this situation.

**BACKGROUND:**

**APPENDIX A  
CITY OF BANNING ORDINANCE  
NO. 1450 (APRIL 10, 2012)  
APPROVING THE BUTTERFIELD  
SPECIFIC PLAN AND ADOPTING  
CONDITIONS OF APPROVAL**

**UTILITY DEPARTMENT**

**159. Electric Utility Materials.** The Developer shall provide install all conduits, vaults, and other materials associated with electric facility installations (except cables and their terminations).

**160. Streetlights.** The Developer shall install, complete and test streetlight poles and conduits.

**161. Secondary Service Entrance Conductors.** Secondary service entrance conductors to be provided and installed by the Developer. The Developer shall install, complete and test secondary

service entrance conductors.

**162. Completion of Electric Utility Infrastructure prior to Issuance of Certificate of Occupancy.**

Prior to the issuance of certificate of occupancy, the Developer, owner, or successor in interest shall install, complete and test all electric utility infrastructure including primary and secondary cabling, transformers, etc.

**163. Cost of Electrical Line in Aid of Construction.** Prior to the issuance of certificate of occupancy, the Developer, owner, or successor in interests shall pay the required cost of electrical line extension and in aid of construction for the particular phase under construction.

**JUSTIFICATION:**

To document scope of work to be complete by Banning Electric Utility and create an administrative record for cost associated with work performed. To provide a basis for reimbursement for project specific electric line extensions and electric service connections.

**FISCAL IMPACT:**

Electric Line Extension and reimbursement payments are contributions in aid-of-construction which decreases the amount of funds borrowed or consumed from the Electric Capital Improvement Fund (savings). Aid-in-construction decreases the upward pressure on electric rates.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Proposed Line Extension Agreement
2. NP-1 Non-Potable Well Line Extension (on Charles St from NP-1 Reservoir to proposed NP-1 Well Site)
3. NP-1 Reservoir and Booster Station (on Charles St, West of the Wastewater Treatment Plant)
4. Sewer Lift Station at Omar St and Ramsey St
5. Segment B & C Water Line Booster Station (Location of the booster station to be determined, would likely somewhere along Lincoln St)

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

Proposed Line Extension Agreement

**ELECTRIC LINE EXTENSION  
REIMBURSEMENT AGREEMENT FOR PROJECT NO. \_\_\_\_\_**

This Electric Line Extension Reimbursement Agreement ("Agreement") is dated [\_\_\_\_\_] [\_\_\_], 2018 (the "Effective Date"), and is by and between the City of Banning, a California municipal corporation ("City") and Pardee Homes, a California corporation ("Pardee"). City and Pardee are sometimes referred to in this Agreement individually at a "Party" and collectively as the "Parties".

**R E C I T A L S**

WHEREAS, In 2011, the City adopted the Butterfield Specific Plan for a residential master plan development in the northwest area of the city (the "Development Project"); and

WHEREAS, On April 10, 2012, the City Council of City adopted Ordinance No. 1451 approving a Development Agreement between the City and Pardee for the development of the Butterfield Specific Plan, which Agreement was recorded on July 17, 2012 as document number 2012-0332888; and

WHEREAS, In 2014, litigation challenging the Butterfield Specific Plan, Development Agreement and related entitlements was resolved resulting in certain modifications to the Butterfield Specific Plan; and

WHEREAS, One condition of development of the Development Project is the requirement that non-potable water equivalent to the amount of non-potable water for the landscape irrigation needs of each phase of the Development Project be made available either on or off-site prior to issuance of building permits for that phase; and

WHEREAS, Pardee is seeking to make operational certain water wells in the southeast portion of the City to pump non-potable water to other sites in the City and Pardee requires the Banning Electric Utility, an electric enterprise operated by the City, to provide electrical power to pumps and other equipment necessary to operate those water wells; and

WHEREAS, Banning Electric Utility will provide the labor and materials to run electrical lines from existing facilities to those water wells and Pardee agrees to reimburse Banning Electric Utility for the City's actual costs of that work and material; and

WHEREAS, The specific electrical line extension that is the subject of this Agreement is generally described as running an electrical line from the general vicinity of \_\_\_\_\_ to water well number \_\_\_ and is hereafter referred to as Electric Utility Project No. \_\_\_\_\_ or simply as Project No. \_\_\_\_\_; and

WHEREAS, This Agreement is intended to set forth the terms and conditions by which Pardee shall reimburse the City for the work and material required to extend the electrical power lines for Project No. \_\_\_\_\_.

NOW, THEREFORE, the Parties agree as follows:

1. Electric Line Extension and Construction Work. City shall extend and install electric lines ("electrical facilities") to provide electric service to [\_\_\_\_\_] , as Project No. \_\_\_\_\_, and as further detailed in Exhibit A to this Agreement (the "Project"). City shall extend the electrical line and install the components of the Project in accordance with applicable City ordinances, resolutions, and standards.

2. Pardee Reimbursement to City of Electric Line Extension and Construction Costs. Pardee shall pay City the total actual cost of the City-provided electrical facilities as described in Exhibit A in three payments. Each payment shall be non-refundable once submitted to City.

A. First Reimbursement Payment. The first payment in the amount of [\_\_\_\_\_] (\$\_\_\_\_.00) shall be for the estimated design costs for the Project. Pardee shall submit the first payment to City within thirty (30) calendar days of the Effective Date of this Agreement.

B. Second Reimbursement Payment. The second payment shall be for (1) the difference between the final actual and estimated design costs and (2) the estimated inspection, project management, and construction costs for the Project. City shall notify Pardee of the final actual design costs, including an itemized statement, and the total estimated inspection, project management, and construction costs for the Project within five (5) business days of completion of final design for the Project. Pardee shall submit the second payment to City within ten (10) business days' receipt of City's notice. City shall begin construction of the electrical facilities approximately six (6) months after receipt of the second payment from Pardee.

C. Third Reimbursement Payment. The third payment shall be for the difference between the final actual and estimated inspection, project management, and construction costs. City shall notify Pardee of the final actual inspection, project management, and construction costs for the Project, including an itemized statement, within fifteen (15) business days of completion of Project construction. Pardee shall submit the third payment to City within ten (10) business days' receipt of City's notice.

3. Pardee Project-Related Work. Pardee shall, at its sole cost and expense, perform the Project-related work at the site of the water well site as detailed in Exhibit B to this Agreement, in accordance with applicable City ordinances, resolution, and standards and in a manner reasonably satisfactory to City. Pardee shall complete the work in accordance with the schedule for performance set forth in Exhibit B. Pardee hereby agrees that it is the complete responsibility of Pardee to install all conduit systems, (primary, secondary, service) substructures, pads, related pedestals, and a meter panels as required in accordance to City standard requirements.

4. Energizing of Electrical Facilities. City shall make a reasonable effort to energize the electrical facilities installed by Pardee. To ensure public safety, City may refuse to energize the electrical facilities until all work detailed in Exhibits A and B are

finished to the complete satisfaction of City's Electrical inspector. Time delays in energizing the electrical facilities may occur due to emergency power situations that take priority over routine projects, timing, planning, availability of material, and delivery. As such, City does not guarantee a service date and assumes no responsibility for such time delays or any causes, actions, or losses arising out of such time delays. Additionally, City assumes no responsibility for energizing the electrical facilities in the event Pardee fails to submit to City one or all payments due under this Agreement or fails to perform and complete the work detailed in Exhibit B.

5. Transfer to City of Ownership of Facilities Installed by Pardee. The equipment and facilities to be installed by the City or Pardee will be owned by the City, and when installed at the well sites by Pardee, it is expressly understood and agreed upon that the City and its authorized agents and representatives shall at all times have access for the purpose of having complete and exclusive control of the operation, repair, alteration and maintenance of said facilities, including but not limited to, access for periodic reading of meters and maintenance or replacement of meters.

6. Replacement and Repair Costs. Pardee agrees to pay the expense of any material/equipment or installation made by the City should it become necessary for the City to: (a) replace or re-install any material/equipment provided and installed by Pardee, or (b) any material/equipment which Pardee fails to install.

7. Termination of Agreement. This Agreement shall immediately terminate, and the obligations of the Parties under this Agreement shall cease, on Pardee's failure to: (1) submit a payment to City by or before the deadline specified in this Agreement; and/or (2) perform and complete the work detailed in Exhibit B. Upon termination, City may remove the electrical facilities.

8. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9. Exhibits. All documents referenced as exhibits in this Agreement constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

The Parties, through their respective authorized representatives, are signing this Agreement on the date stated in the introductory clause.

CITY

City of Banning,  
a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Sonja De La Fuente  
Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Kevin G. Ennis  
City Attorney

PARDEE

Pardee Homes,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF PROJECT NO \_\_\_\_**

**(Work to be undertaken by Banning Electric Utility)**

**EXHIBIT B**

**DESCRIPTION OF WORK TO BE UNDERTAKEN BY PARDEE**

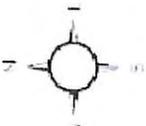
# **ATTACHMENT 2**

**NP-1 Non-Potable Well Line Extension**  
(on Charles St from NP-1 Reservoir to Proposed NP-1 Well Site)

# NP-1 Well Site Westward Extended



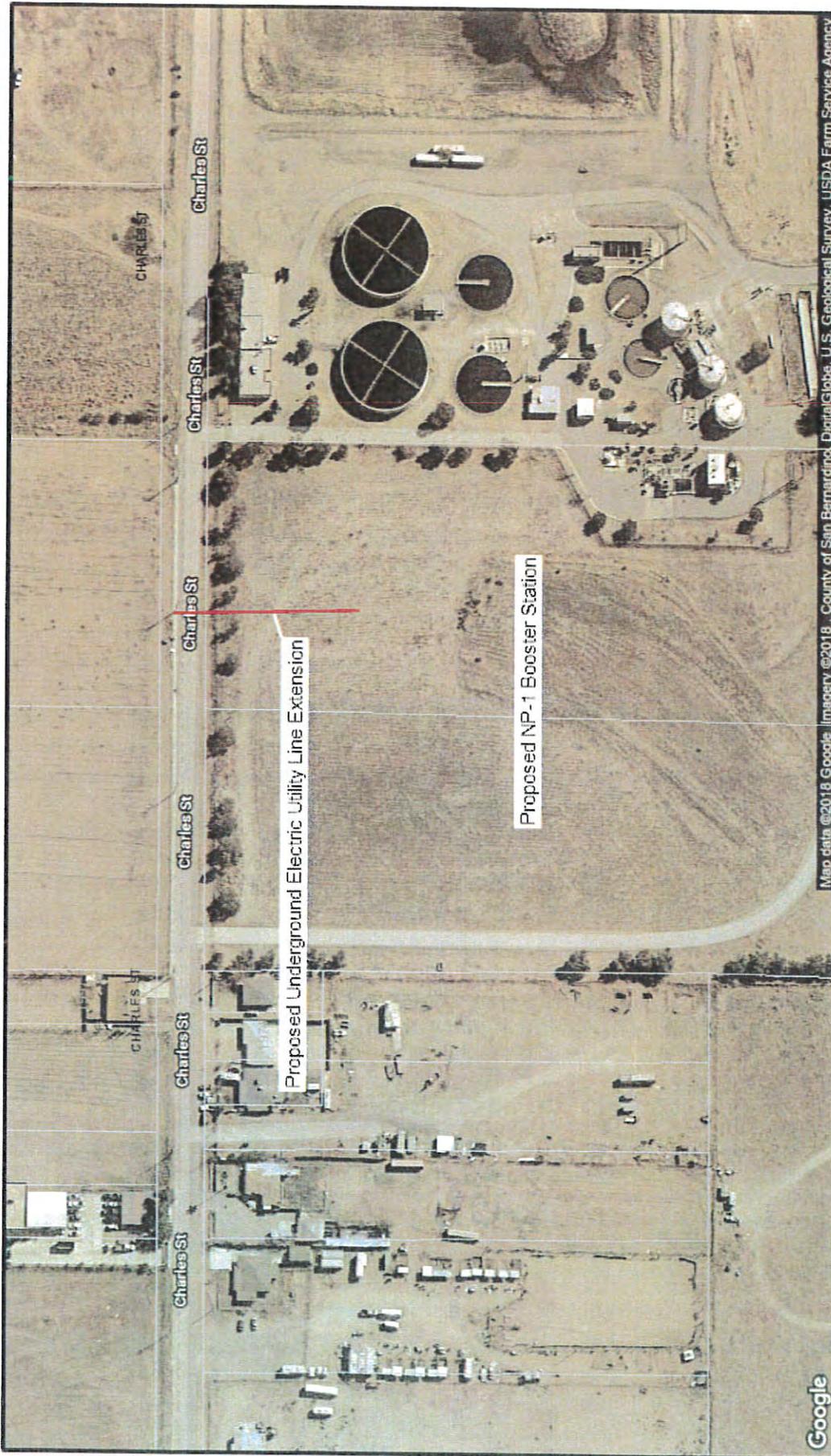
Map data ©2018 Google Imagery ©2018, County of San Bernardino, DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency

1" = 376 ft	Proposed NP-1 Well Site	09/13/2018		
<p>This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.</p>				

# **ATTACHMENT 3**

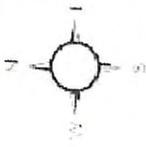
**NP-1 Reservoir and Booster Station**  
(on Charles St, West of the Wastewater Treatment Plant)

**NP-1 Booster Station Charles St.**



Google

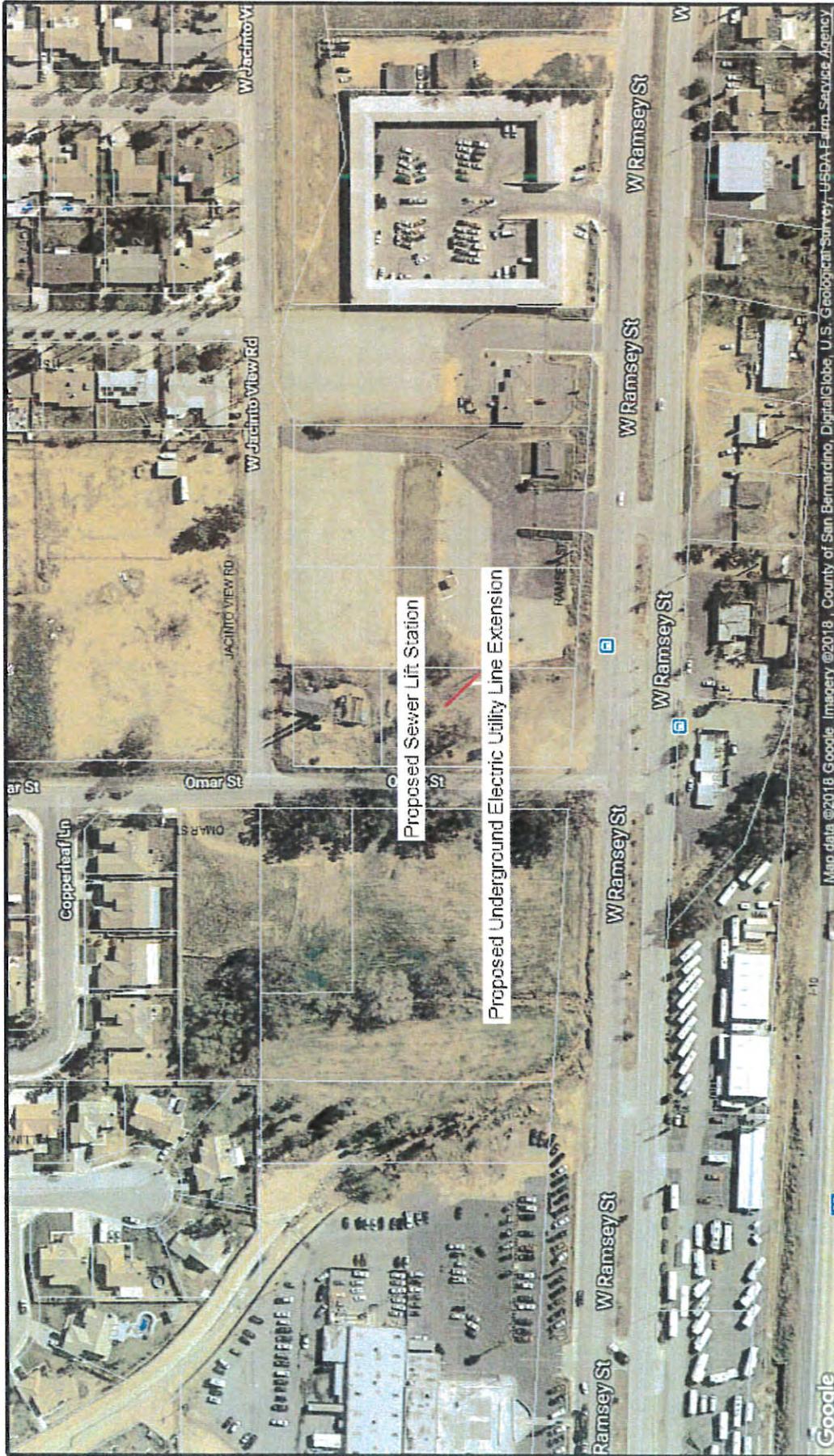
Map data ©2018 Google Imagery ©2018 County of San Bernardino, DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency

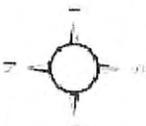
1" = 188 ft	Proposed NP-1 Booster Station	09/13/2018		
<p>This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.</p>				

# **ATTACHMENT 4**

Sewer Lift Station at Omar St and Ramsey St

Omar & Wilson



1" = 188 ft	Proposed Sewer Lift Station	09/13/2018		
<p>This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy please contact Banning staff for the most up-to-date information.</p>				

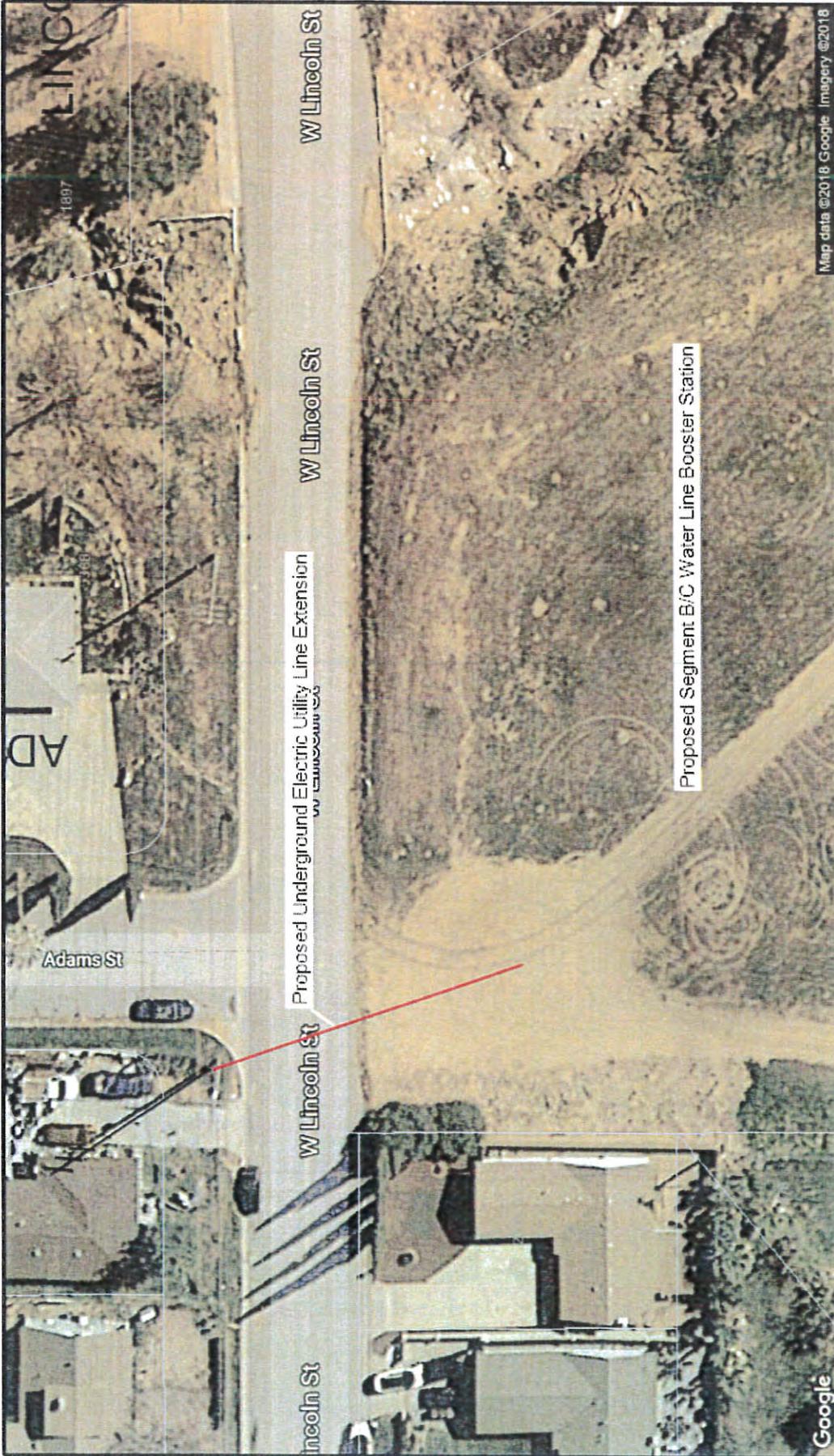
# ATTACHMENT 5

## Segment B & C Water Line Booster Station

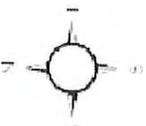
Location of the Booster Station to be Determined

Would likely be somewhere along Lincoln St

Lincoln & Adams



Map data ©2018 Google Imagery ©2018

1" = 47 ft	Proposed Segment B/C Water Line Booster Station	09/13/2018		
<p>This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy please contact Banning staff for the most up-to-date information.</p>				

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**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

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

**PREPARED BY:** Art Vela, Director of Public Works  
Holly Stuart, Management Analyst

**MEETING DATE:** September 25, 2018

**SUBJECT:** Adopt Resolution 2018-118, Approving a Vehicle Lease and Replacement Program and Awarding a Five (5) Year Master Equity Lease Agreement to Enterprise Fleet Management

---

**RECOMMENDED ACTION:**

Staff Recommends that City Council adopt Resolution 2018-118:

1. Authorizing the Interim City Manager or her designee to execute a Five (5) year Master Equity Lease Agreement and supporting documentation, beginning Fiscal Year 2019 and ending Fiscal year 2023 with Enterprise Fleet Management for a Vehicle Lease and Replacement Program.
2. Authorizing the Interim City Manager or her designee to declare and remove various City-owned vehicles from the City's fleet and dispose of the surplus vehicle assets per City policy.
3. Authorizing the proceeds from the sale of the surplus vehicles to be applied towards the cost of the annual leasing program.
4. Authorizing the Interim City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Vehicle Lease and Replacement Program.

**BACKGROUND:**

Vehicles and equipment have historically been purchased and owned by the City. The City maintains a fleet of vehicles for use by various City Departments which includes

light, medium and heavy duty vehicles and equipment. The City owns 57 light and medium duty passenger vehicles (excluding Police Department vehicles) and on average, the age of these passenger vehicles is 12.7 years.

The City's fleet are typically kept in operation long past the appropriate vehicle life span resulting in higher repair, maintenance and fuel costs. In addition to the expense, in order to reduce vehicle downtime fleet mechanics are dedicated to the repair of these older vehicles which prevents the mechanics from performing important preventative maintenance work on other vehicles within appropriate timeframes.

In an effort to reduce costs and provide a more efficient fleet, staff has researched leasing options and found that the implementation of a leasing program can reduce operating costs (maintenance, fuel & repairs) and lead to greater vehicle efficiency that is more environmentally friendly than existing vehicle technology. A program will also result in less vehicle downtime with the vehicles being more reliable and offer warranties for the duration of the leasing period. Furthermore, implementation of a leasing program may create uniformity and standardization, improve the City's image, increase morale, as well as, safety. A leasing program will also provide an opportunity for the City to capitalize on the resale value of new vehicles obtained through the program but released once the effective vehicle lifecycle (5 years) is exhausted.

#### **JUSTIFICATION:**

Through research staff identified its existing membership in The Interlocal Purchasing System (TIPS). TIPS is a national cooperative purchasing program whose memberships include government and other entities in various states including California. This cooperative purchasing system enables member entities to purchase on an "as-needed" basis from competitively awarded contracts with high performance vendors. Enterprise is one of the vendors and has secured a contract with TIPS through a competitive process for fleet leasing and management services under TIPS Contract No. 2072816.

Upon request, Enterprise proposed a vehicle leasing and replacement program that would allow the City to replace the majority of its light and medium duty fleet vehicles over a five-year period beginning in Fiscal Year 2018-2019. The proposal has no impact on current staff levels and allows for the City to determine the number and rate of vehicles to lease/and or replace.

As part of the proposal, Enterprise also offers maintenance services such as routine vehicle maintenance related to tires, brakes and fluids. Staff feels that including the maintenance service as part of the agreement with Enterprise would allow the Fleet Department staff to increase their level of service on the remaining vehicles that are not part of the fleet replacement program (e.g. tractors, graders, Police Department vehicles, boom trucks, buses, dump trucks, etc.).

The City's fleet is made of over 250 vehicles and pieces of equipment, 57 are classified as light or medium duty passenger vehicles (excluding Police Department vehicles) and

have been identified as good candidates to participate in a Vehicle Lease and Replacement Program offered by Enterprise.

Staff analyzed and identified twelve (12) vehicles to be replaced during the initial year of the proposed program as shown in Attachment 4. These vehicles will be replaced with equal or comparable vehicles that best meet operational needs. The replacement vehicles were coordinated with staff from each department that is scheduled to receive the replacement vehicles.

Staff will evaluate the replacement of the remaining fleet vehicles on an annual basis and will bring recommendations to City Council for consideration and approval. It is staff's intention to Implement a Five (5) Year Replacement Plan which will result in replacing the 57 vehicles that have been identified to be part of the replacement program.

**FISCAL IMPACT:**

The total cost of the program for fiscal year 2018-2019 is \$124,564.74 which includes the lease payment, maintenance services and an initial onetime payment of \$25,999.98 for aftermarket parts (e.g. arrow boards, light bars, etc.). At the end of the individual vehicle lease term (i.e. 5 years) the City will have the option to either purchase the vehicle at market value or sell the vehicle and apply the proceeds (i.e. resale value minus balance of vehicle) as a down payment on the replacement vehicles, which would in turn will lower the monthly lease payment.

The cost for the program has been included in the approved budget for 2018-2019 as follows:

001-3000-442.32-06 (Engineering):	\$9,917
100-4900-431.32.06 (Streets):	\$25,290
660-6300-471.32.06 (Water):	\$41,265
670-7000-473.32.06 (Electric):	\$17,914
702-3800-480.32-06 (Fleet Maint.):	<u>\$16,128</u>
	\$110,514

Appropriations in the amount of \$1,151.20 from the General Fund to Account 001-3000-442.32-06; \$4,644.16 from the Gas Tax Street Fund to Account 100-4900-431.32.06; \$8,268.56 from the Water Fund to Account 660-6300-471.32.06 to cover the total cost of the program for fiscal year 2018-2019.

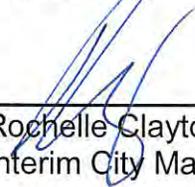
**ALTERNATIVE:**

Reject Resolution 2018-118 and provide direction to staff.

**ATTACHMENTS:**

1. Resolution 2018-118
2. Enterprise TIPS Contract No. 2072816
3. Draft Agreement with Enterprise for a Vehicle Leasing Replacement Program
4. 2018-2019 Vehicle Replacement List
5. 5 Year Replacement List
6. Case Studies

Approved by:



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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution 2018-118**

## RESOLUTION 2018-118

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A VEHICLE LEASE AND REPLACEMENT PROGRAM AND AWARDING A FIVE (5) YEAR MASTER EQUITY LEASE AGREEMENT TO ENTERPRISE FLEET MANAGEMENT

**WHEREAS**, historically the City has purchased and owns vehicles used for daily operations of the City; and

**WHEREAS**, in order to reduce repair and maintenance costs, staff researched vehicle leasing options and found that the City would benefit from the implementation of a leasing program which would result in the reduction of operating costs; greater vehicle efficiency; more environmentally friendly technology; less vehicle downtime; uniformity and standardization; improved City image; increased morale and safety; and would provide an opportunity for the City to capitalize on the resale value of vehicles released from the program; and

**WHEREAS**, staff identified its existing membership with The Interlocal Purchasing System (TIPS) which is a national cooperative purchasing program which enables its members, government and other entities, to purchase on an "as-needed" basis from competitively awarded contracts; and

**WHEREAS**, Enterprise Fleet Management is an approved vendor that has secured a contract with TIPS through a competitive process for fleet leasing and management services under TIPS Contract No. 2072816; and

**WHEREAS**, the City will enter into a lease and replacement program with Enterprise for a five (5) year period beginning Fiscal Year 2019 and ending Fiscal Year 2023 that would allow the City to replace the majority of its light and medium duty fleet vehicles over a five-year period beginning in Fiscal Year 2018-2019; and

**WHEREAS**, the City will replace 57 existing light and medium weight passenger vehicles during the first year of the leasing program; and

**WHEREAS**, every year City staff will present a list of vehicles that have been identified to be replaced as part of the replacement program; and

**WHEREAS**, total cost of the program for fiscal year 2018-2019 is \$124,564.74 which includes the lease payment, maintenance services and an initial onetime payment of \$25,999.98 for aftermarket parts (e.g. arrow boards, light bars, etc.); and

**WHEREAS**, the cost for the program will be funded by the following accounts: 001-3000-442.32-06 (Engineering), 100-4900-431.32.06 (Streets), 660-6300-471.32.06 (Water), 670-7000-473.32.06 (Electric), and 702-3800-480.32-06 (Fleet Maint.); and

**WHEREAS**, appropriations from the General Fund to Account 001-3000-442.32-06; from the Gas Tax Street Fund to Account 100-4900-431.32.06; from the Water Fund

to Account 660-6300-471.32.06 are required to cover the total cost of the program for fiscal year 2018-2019.

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

SECTION 1. The Banning City Council adopts Resolution 2018-118, approving a Vehicle Lease and Replacement Program and Awarding a Five (5) Year Agreement to Enterprise Fleet Management for Fleet Leasing and Management Services.

SECTION 2. The Interim City Manager or her designee is authorized to execute a Five (5) year term Master Equity Lease Agreement beginning Fiscal Year 2019 and ending Fiscal year 2023 with Enterprise Fleet Management for a Vehicle Lease and Replacement Program.

SECTION 3. The Interim City Manager or her designee is authorized to declare and remove various City-owned vehicles from the City's fleet and dispose of the surplus vehicle assets per City policy.

SECTION 4. The proceeds from the sale of the surplus vehicles is authorized to be applied towards the cost of the annual leasing program.

SECTION 5. The Interim City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Vehicle Lease and Replacement Program.

**PASSED, APPROVED AND ADOPTED** this 25th day of September, 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 2018-118, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

# **ATTACHMENT 2**

## **Enterprise TIPS Contract No. 2072816**

# VENDOR CONTRACT

Between Enterprise Fleet Management, Inc. and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)  
For  
FLEET LEASING AND MANAGEMENT SERVICES  
CONTRACT #2072816**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

#### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

#### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

#### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

#### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

#### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center	Address
Email	Karen.Walton@tips-usa.com		4845 US Highway 271	
Phone	(903) 575-2761		North	Contact
Fax	(866) 929-4402	Contact	Pittsburg, TX 75686	
Bid Number	2072816		Kim Thompson, TIPS	Department
Title	Fleet Leasing and Management Services		Office Manager	Building
Bid Type	RFP	Department		Floor/Room
Issue Date	5/2/2016 08:02 AM (CT)	Building		Telephone
Close Date	6/10/2016 03:00 PM (CT)	Floor/Room		Fax
Need by Date		Telephone	+1 (866) 839-8477	Email
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Enterprise Fleet Management Inc.  
 Address 600 Coprorate Park Dr  
 St Louis, MO 63105  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (314) 512-5000  
 Fax 1  
 Email  
 Submitted 6/10/2016 01:26 PM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Dain Giesie

Email Dain.E.Giesie@efleets.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Enterprise Fleet Management is a full-service fleet management business for governmental entities and companies with small and medium-size fleets. Enterprise Fleet Management supplies most makes and models of cars, light- and medium duty trucks and service vehicles across North America. The company is owned by the Taylor family of St. Louis, who, through regional subsidiaries, also own and operate Enterprise Rent-A-Car's extensive network of more than 5,500 neighborhood and airport branch offices, all located within 15 miles of 90 percent of the U.S. population. Services offered by Enterprise Fleet Management include: <ul style="list-style-type: none"> <li>• Acquisition</li> <li>• Funding.</li> <li>• Registration and Renewal.</li> <li>• Remarketing.</li> <li>• Online Reporting</li> <li>• Maintenance</li> <li>• Fuel Management</li> <li>• Vehicle Cycling/Fleet Optimization</li> <li>• Emerging Fuel and Engine Technologies</li> <li>• Offsetting Greenhouse Gas Emissions</li> </ul>
6	Primary Contact Name	Primary Contact Name	Dain Giesie
7	Primary Contact Title	Primary Contact Title	Government Marketing Director
8	Primary Contact Email	Primary Contact Email	Dain.E.Giesie@efleets.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-33-5338
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-485-1837

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
12	Secondary Contact Name	Secondary Contact Name	Billy Dobosz
13	Secondary Contact Title	Secondary Contact Title	Corporate Marketing Manager
14	Secondary Contact Email	Secondary Contact Email	William.J.Dobosz@efleets.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	314-274-5761
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	818-782-0566
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Michelle Rojas
19	Admin Fee Contact Email	Admin Fee Contact Email	Michelle.M.Rojas@efleets.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	314-274-4556
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Michelle Rojas
22	Purchase Order Contact Email	Purchase Order Contact Email	Michelle.M.Rojas@efleets.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	314-274-4556
24	Company Website	Company Website (Format - www.company.com)	www.efleets.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	Enterprise Fleet Management, Inc. 43-1697807
26	Primary Address	Primary Address	600 Corporate Park Drive
27	Primary Address City	Primary Address City	St. Louis
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MO
29	Primary Address Zip	Primary Address Zip	63105
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Enterprise, Fleet Management, WEX, GeoTab, Maintenance Management, Risk Management, Driver Safety
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No

32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	St. Louis
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Missouri
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	90
44	Years Experience	Company years experience in this category?	59
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

### 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  NA Initial of Authorized Company Official

**Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  NA Initial of Authorized Company Official

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a**

## 2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES NA Initial of Authorized Company Official

**Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES X Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES X Initial of Authorized Company Official

**Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES  Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  Initial of Authorized Company Official

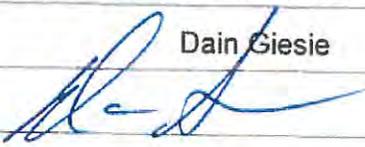
**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES  Initial of Authorized Company Official

Company Name Enterprise Fleet Management, Inc.

Print name of authorized representative Dain Giesie

Signature of authorized representative 

Date 5/31/16

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

YES or  NO

**2. If yes, do you agree to comply with the following federal requirements?** (Check one)

YES or  NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

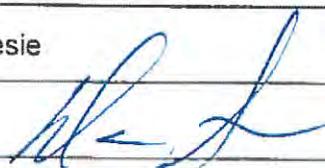
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Enterprise Fleet Management, Inc.

Name of authorized representative Dain Giesie

Signature of authorized representative 

Date 5/31/16

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

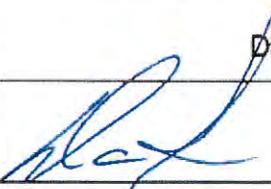
Vendor Name: Enterprise Fleet Management

Vendor Address: 600 Corporate Park Drive, St Louis MO. 63105

Vendor E-mail Address: Dain.E.Giesie@efleets.com

Vendor Telephone: 314-512-1000

Authorized Company Official's Name: Dain Giesie

Signature of Company Official: 

Date: 5/31/2016

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

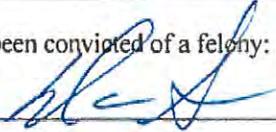
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Dain Giesie  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Enterprise Fleet Management

Mailing Address: 600 Corporate Park Dr

City: St Louis

State: MO

Zip: 63105

Telephone Number: (314) 274-5428

Fax Number: (314) 558-2037

Email Address: Dain.E.Giesie@efleets.com

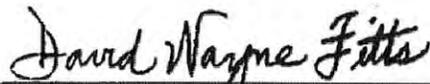
Authorized Signature: 

Printed Name: Dain Giesie

Position: Corporate Director

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 7-28-2016  
TIPS Authorized Signature Date

 7-28-2016  
Approved by Region VIII ESC Date

**References**

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Lenexa, KS	Lenexa	KS	Nick Arena	(913) 477-7810
Deer Park Independent School District	Deer Park	TX	Peter Pape	(832) 668-7035
City of Pleasanton	Pleasanton	CA	Chris Rizzoli	(925) 931-5584

# **ATTACHMENT 3**

## **Draft Agreement with Enterprise for a Vehicle Leasing Replacement Program**

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of September, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of September, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Banning ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place within the County of Riverside, California and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 14 second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises, subject to public safety restrictions, where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules

relating hereto are contingent upon appropriation of funds. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to for any reasonable damages be paid by Lessee, but solely from funds legally available therefor. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_ day of September, 2018.

\_\_\_\_\_  
City of Banning (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **ATTACHMENT 4**

## **2018-2019 Vehicle Replacement List**

**CITY OF BANNING  
2018 REPLACEMENT YEAR - ENTERPRISE ESTIMATED OPEN-ENDED (EQUITY) LEASE RATES**

REPLACEMENT VEHICLE NUMBER	NEW UNIT: YEAR, MAKE, MODEL	TERM (months)	ESTIMATED ANNUAL MILEAGE	DOWN PAYMENT (due at delivery)	TAX ON DOWN PAYMENT (due at delivery)	MONTHLY PAYMENT W/ TAX 1	ESTIMATED FULL MAINTENANCE PROGRAM 2	TOTAL MONTHLY PAYMENT 3	TOTAL ANNUAL PAYMENT	ESTIMATED MARKET VALUE AT TERM 4	REDUCED BOOK VALUE AT TERM 5	ESTIMATED EQUITY AT TERM 6
<b>WATER</b>												
801	2018 Ford F-150 XLT 4x4 SuperCrew Cab Styleside 5.5 ft. box	60	6,700	\$0.00	\$0.00	\$730.12	\$33.63	\$763.75	\$9,165.00	\$24,000.00	\$4,633.10	\$19,366.90
835	2018 Ford F-150 XLT 4x4 SuperCrew Cab Styleside 5.5 ft. box	60	6,700	\$0.00	\$0.00	\$779.49	\$33.63	\$813.12	\$9,757.44	\$24,000.00	\$4,951.30	\$19,048.70
828	2019 Ford F-350 Chassis XL 4x4 SD Regular Cab 9' Utility Body	60	6,700	\$5,986.00	\$463.92	\$739.99	\$36.64	\$776.63	\$9,319.56	\$21,500.00	\$7,134.76	\$14,365.24
ADDITIONAL	2019 Ford F-350 Chassis XL 4x4 SD Regular Cab 9' Utility Body	60	6,700	\$5,986.00	\$463.92	\$739.99	\$36.64	\$776.63	\$9,319.56	\$21,500.00	\$7,134.76	\$14,365.24
<b>ELECTRIC</b>						\$2,989.59	\$140.54	\$3,130.13	\$37,561.56	\$91,000.00	\$23,853.92	\$67,146.08
308	2019 Ford F-350 Chassis XL 4x4 SD SuperCrew Cab 9' Utility Body	60	6,700	\$6,685.98	\$518.16	\$871.93	\$36.64	\$908.57	\$10,902.84	\$19,000.00	\$4,148.38	\$14,851.62
<b>ENGINEERING</b>						\$871.93	\$36.64	\$908.57	\$10,902.84	\$19,000.00	\$4,148.38	\$14,851.62
407	2018 Ford F-150 XLT 4x4 SuperCrew Cab Styleside 6.5 ft. box	60	6,700	\$1,356.00	\$105.09	\$775.72	\$33.63	\$809.35	\$9,712.20	\$24,000.00	\$7,523.84	\$16,476.16
						\$1,356.00	\$105.09	\$809.35	\$9,712.20	\$24,000.00	\$7,523.84	\$16,476.16

**STREET**

910	2019 Ford F-250 XL 4x2 SD Regular Cab 8' Utility Body	60	6,700	\$5,986.00	\$463.92	\$609.18	\$34.68	\$643.86	\$7,726.32	\$14,000.00	\$5,836.76	\$8,163.24
620	2019 Ford F-150 XL 4x2 Regular Cab 8 ft. Box	60	6,700	\$0.00	\$0.00	\$553.37	\$32.50	\$585.87	\$7,030.44	\$14,000.00	\$5,367.84	\$8,632.16
605	2019 Ford Transit-350 XL w/Sliding Pass-Side Cargo Door Low Roof	60	6,700	\$0.00	\$0.00	\$730.66	\$35.29	\$765.95	\$9,191.40	\$14,500.00	\$7,108.30	\$7,391.70
				<b>\$5,986.00</b>	<b>\$463.92</b>	<b>\$1,893.21</b>	<b>\$102.47</b>	<b>\$1,995.68</b>	<b>\$23,948.16</b>	<b>\$42,500.00</b>	<b>\$18,312.90</b>	<b>\$24,187.10</b>
436	2018 Ford F-150 XL 4x2 Regular Cab Styleside 6.5 ft. box	60	6,700	\$0.00	\$0.00	\$524.10	\$32.50	\$556.60	\$6,679.20	\$12,000.00	\$5,078.70	\$6,921.30
38	2019 Ford Fusion S 4dr Front-wheel Drive Sedan	60	6,700	\$0.00	\$0.00	\$368.68	\$31.67	\$400.35	\$4,804.20	\$9,200.00	\$3,586.40	\$5,613.60
37	2019 Ford Fusion S 4dr Front-wheel Drive Sedan	60	6,700	\$0.00	\$0.00	\$381.38	\$31.67	\$413.05	\$4,956.60	\$9,200.00	\$3,703.60	\$5,496.40
				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,274.16</b>	<b>\$95.84</b>	<b>\$1,370.00</b>	<b>\$16,440.00</b>	<b>\$30,400.00</b>	<b>\$12,368.70</b>	<b>\$18,031.30</b>
<b>TOTAL</b>				<b>\$25,999.98</b>	<b>\$2,015.00</b>	<b>\$7,804.61</b>	<b>\$409.12</b>	<b>\$8,213.73</b>	<b>\$98,564.76</b>	<b>\$206,900.00</b>	<b>\$66,207.74</b>	<b>\$140,692.26</b>

**NOTES:**

Open-ended Leases are based on 60 month term. Service Charge of \$400 per unit is due at lease termination (netted out of the proceeds on the sale of vehicle).

1. Base Monthly Payment includes Depreciation, Interest, and Use Tax @ 7.75%.
2. Full Maintenance Program is a fixed and guaranteed monthly cost, which includes all preventative, unscheduled, and uncommon repairs (oil changes, engines, transmissions, alternators, etc.) and 24-hour Roadside Assistance with Towing. Full Maintenance Rate includes 0 brakes and 0 tires.
3. Total Monthly Payment includes Monthly Lease Payment and Full Maintenance Program.
4. Estimated Market/Resale Value is a conservative commercial wholesale value. This value is based on estimates from Enterprise's Remarketing Dept and third party Automotive Leasing Guide.
5. Reduced Book Value is the amount that is left on the books at 60 months. At lease term, the customer has three options: 1) replace existing vehicle with new vehicle, 2) pay RBV plus tax and own the vehicle, and 3) continue making payments and extend the lease.
6. Estimated Equity is Estimated Resale Value minus Reduced Book Value. The Customer can choose to roll that equity as the down payment on the new vehicle, or Enterprise can cut a check back to the Customer.

# **ATTACHMENT 5**

## **5 Year Replacement List**

## City of Banning Fleet Replacement Schedule

Vehicle #	Department	Year	Make	Model	Current Odometer	Assigned Category	Recommended Replacement Year	New Replacement Category
801	WATER	2005	FORD	EXPEDITION	148,147	Full Size SUV 4x2	2018	Full Size SUV 4x2
835	WATER	2006	FORD	EXPEDITION	161,035	Full Size SUV 4x2	2018	Full Size SUV 4x2
828	WATER	2001	DODGE	3500 SRVC BODY	123,882	1 Ton Pickup Reg 4x2	2018	1 Ton Pickup Reg 4x2
ADDITIONAL							2018	1 Ton Pickup Reg 4x2
311	ELECTRIC	2006	CHEVY	2500 EXT CAB	98,421	3/4 Ton Pickup Ext 4x2	2018	3/4 Ton Pickup Ext 4x2
407	ENGINEERING	2002	FORD	F150 4X4	132,408	1/2 Ton Pickup Reg 4x4	2018	1/2 Ton Pickup Reg 4x4
608	STREET	1991	CHEVY	3500 STAKEBODY	91,148	1 Ton Pickup Reg 4x2	2018	1 Ton Pickup Reg 4x2
620	STREET	2001	DODGE	BR1500 PICKUP	70,650	1/2 Ton Pickup Reg 4x2	2018	1/2 Ton Pickup Reg 4x2
605	STREET	2000	FORD	E350 VAN	142,966	1 Ton Van Cargo	2018	1 Ton Van Cargo
436	FLEET MAINT.	2001	DODGE	B1600	171,421	1/2 Ton Pickup Reg 4x2	2018	1/2 Ton Pickup Reg 4x2
38	FLEET MAINT.	2005	FORD	CROWN VICTORIA	124,060	Mid-size Sedan	2018	Mid-size Sedan
37	FLEET MAINT.	2005	FORD	CROWN VICTORIA	114,277	Mid-size Sedan	2018	Mid-size Sedan
803	WATER	2002	FORD	F150 4X4	146,911	1/2 Ton Pickup Reg 4x4	2019	1/2 Ton Pickup Reg 4x4
833	WATER	2006	FORD	F-250 FWD	136,335	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
838	WATER	2007	FORD	F-250 SERVICE	118,895	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
839	WATER	2008	FORD	F-250 SERVICE	125,385	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
908	WASTE WATER	2005	FORD	F-250 SERVICE	153,909	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
301	ELECTRIC	2005	FORD	EXPEDITION	119,482	Full Size SUV 4x2	2019	Full Size SUV 4x2
310	ELECTRIC	2005	FORD	F-250 SERVICE	48,023	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
621	STREET	2005	FORD	F-250 SERVICE	92,679	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
622	STREET	2005	FORD	F-250 SERVICE	70,041	3/4 Ton Pickup Reg 4x2	2019	3/4 Ton Pickup Reg 4x2
701	BLDG. MAINT.	2006	GMC	1500 HYBRID	54,827	1/2 Ton Pickup Reg 4x2	2019	1/2 Ton Pickup Reg 4x2
409	ENGINEERING	2007	GMC	1500 HYBRID	29,027	1/2 Ton Pickup Reg 4x2	2019	1/2 Ton Pickup Reg 4x2
309	ELECTRIC	2003	FORD	F-250 SUPER CAB	48,244	3/4 Ton Pickup Ext 4x2	2019	3/4 Ton Pickup Ext 4x2
308	ELECTRIC	2003	FORD	F350	104,164	1 Ton Pickup Reg 4x2	2020	1 Ton Pickup Reg 4x2
831	WATER	2003	FORD	F350	84,967	1 Ton Pickup Reg 4x2	2020	1 Ton Pickup Reg 4x2
830	WATER	2003	FORD	F350 SRVC BODY	150,828	1 Ton Pickup Reg 4x2	2020	1 Ton Pickup Reg 4x2
403	FLEET MAINT.	2000	CHEVY	IMPALA	105,421	Mid-size Sedan	2020	Mid-size Sedan
408	FLEET MAINT.	2003	CHEVY	IMPALA	177,378	Mid-size Sedan	2020	Mid-size Sedan
602	STREET	2003	DODGE	RAM 1500 4WD	110,273	1/2 Ton Pickup Reg 4x4	2020	1/2 Ton Pickup Reg 4x4
437	CODE ENFORCEMENT	2001	FORD	RANGER	63,478	Compact Pickup Ext 4x2	2020	Compact Pickup Ext 4x2
438	CODE ENFORCEMENT	2001	FORD	RANGER	47,323	Compact Pickup Ext 4x2	2020	Compact Pickup Ext 4x2
505	METER READER	2002	FORD	RANGER	108,989	Compact Pickup Ext 4x2	2020	Compact Pickup Ext 4x2
110	FIRE	2007	FORD	RANGER	67,143	Compact Pickup Ext 4x2	2020	Compact Pickup Ext 4x2
604	STREET	2007	FORD	RANGER	44,161	Compact Pickup Ext 4x2	2020	Compact Pickup Ext 4x2
225	TRANSIT	2002	FORD	RANGER	89,206	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
226	TRANSIT	2004	FORD	RANGER	96,595	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
201	FLEET MAINT.	2006	FORD	RANGER EXTRA	67,143	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
502-1	METER READER	2001	FORD	RANGER PU	108,250	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
504-1	METER READER	2001	FORD	RANGER PU	101,878	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
439	CODE ENFORCEMENT	2006	FORD	RANGER XCAB	46,927	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
507	METER READER	2005	FORD	RANGER XCAB	101,024	Compact Pickup Ext 4x2	2021	Compact Pickup Ext 4x2
14	PUBLIC WORKS	2009	CHEVY	TAHOE HYBRID	114,268	Full Size SUV 4x2	2021	Full Size SUV 4x2
441	CODE ENFORCEMENT	1996	FORD	TAURUS	116,133	Full-size Sedan	2021	Full-size Sedan
312	ELECTRIC	2009	CHEVY	2500HD	30,668	3/4 Ton Pickup Reg 4x2	2021	3/4 Ton Pickup Reg 4x2
313	ELECTRIC	2011	CHEVY	EQUINOX	99,066	Mid Size SUV 4x2	2021	Mid Size SUV 4x2
212	TRANSIT	2009	CHEVY	MALIBU HYBRID	29,977	Hybrid Sedan	2022	Hybrid Sedan
227	TRANSIT	2010	FORD	RANGER	80,797	Compact Pickup Ext 4x2	2022	Compact Pickup Ext 4x2
503-1	METER READER	2011	FORD	RANGER PU	93,916	Compact Pickup Ext 4x2	2022	Compact Pickup Ext 4x2
316	ELECTRIC	2015	CHEVY	3500	19,324	1 Ton Pickup Reg 4x2	2022	1 Ton Pickup Reg 4x2
315	ELECTRIC	2015	CHEVY	3500	16,964	1 Ton Pickup Reg 4x2	2022	1 Ton Pickup Reg 4x2
502	METER READER	2018	CHEVY	COLORADO	2,134	Compact Pickup Ext 4x2	2022	Compact Pickup Ext 4x2
503	METER READER	2018	CHEVY	COLORADO	2,134	Compact Pickup Ext 4x2	2022	Compact Pickup Ext 4x2
504	METER READER	2018	CHEVY	COLORADO	2,134	Compact Pickup Ext 4x2	2022	Compact Pickup Ext 4x2
901	WASTE WATER	2017	FORD	TRANSIT 250	553	3/4 Ton Van Cargo	Under-Utilized	3/4 Ton Van Cargo
211	TRANSIT	2017	CHEVY	MALIBU LS	1,823	Mid-size Sedan	Under-Utilized	Mid-size Sedan
303	ELECTRIC	2010	CHEVY	SILVERADO 4X4	14,560	1/2 Ton Pickup Reg 4x4	Under-Utilized	1/2 Ton Pickup Reg 4x4

# **ATTACHMENT 6**

## Case Studies

## The City will replace all of its vehicles and reduce costs by 12% with Enterprise.

### BACKGROUND

Location: City of La Quinta  
 Industry: Municipality  
 Total vehicles: 39 vehicles

### THE CHALLENGE

The City of La Quinta uses a pool of 39 vehicles for its departmental needs. Vehicle maintenance issues were starting to compound, along with repair costs. Replacing vehicles and keeping up with maintenance costs would not fit in the budget. As a result, the City did not replace any of its aging vehicles. With 30 vehicles over 10 years old, maintenance expenses and issues grew due to age and condition of the fleet.

### THE SOLUTION

Enterprise Fleet Management’s program gave the City of La Quinta the opportunity to replace older vehicles with little upfront capital. With Enterprise, the City right-sized its fleet and provided the appropriate vehicle for each department’s needs. Long term, the City implemented a three-year replacement plan to phase out older vehicles. To reduce and streamline the cost of maintenance, the fixed budget maintenance program has been on-boarded, which saved the City approximately 70% of its current maintenance expenses.

**“Enterprise provides a dedicated fleet manager who reviews the fleet and tracks vehicle usage to maintain value and efficiency. The client website tool provides complete transparency with the ability to easily manage our vehicles. Drivers use the mobile app to find fuel and repair locations, accident reporting, and mileage tracking.”**

– Steve Howlett, Facilities Director

The Fleet Management program helps the City reduce the Total Cost of Ownership for its vehicles by taking advantage of savings that start from vehicle acquisition and to point of resale.

### THE RESULTS

Once fully implemented, the ten-year plan is projected to save the City of La Quinta 12%. Enterprise provides the City with assistance in selling its older vehicles, and has exceeded estimated vehicle resale by \$740 per vehicle than the original estimate.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.



### Key Results

**12%  
REDUCTION  
IN FLEET OPERATING  
COSTS OVER 10 YEARS**



**70%  
MAINTENANCE  
SAVINGS**

**3-YEAR  
VEHICLE  
REPLACEMENT PLAN**



365

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## The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

### BACKGROUND

Location: San Marcos, CA  
 Industry: Government  
 Total vehicles: 90 vehicles

### THE CHALLENGE

Half of the City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

### THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

**"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."**

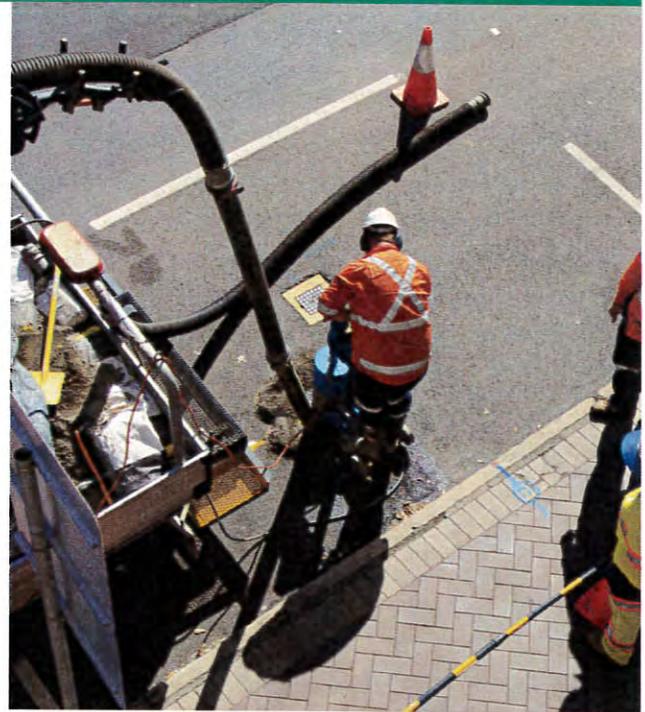
— Lisa Fowler, Public Works Manager- Administration & Fleet

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

### THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.



### Key Results

**27%  
DECREASE  
IN FLEET COSTS**



**RIGHT-SIZED  
FLEET BY 10%  
FOR BETTER  
UTILIZATION**

**REPLACED  
90 VEHICLES  
OVER A 3-YEAR PERIOD**



# Implementing a managed vehicle program has saved about \$100,000 for the City of Westminster per year.

### Client's Situational Analysis

- Fleet of 200 vehicles
- The City traditionally purchases vehicles using 100% cash
- Vehicle replacement activities were staggered to keep uniform expenditures of funds from year to year

### Key Strategic Client Objectives

- Leasing allows the City to pay only for the term in which the vehicle is used, typically three years
- Reduce maintenance expenses common in older vehicles
- With increasing fuel prices, newer vehicles will get better miles per gallon and reduce expenditure

### Plan Delivered To Achieve Desired Strategy

- Open-ended, Equity Lease is structured so that the City pays about 40% of the value of the vehicle over the three year term
- By leasing the light duty fleet, the City has freed up capital to acquire Police patrol vehicles
- Maintenance on lease vehicles will be reduced because warranty will hold for the term



### Client Background

Location:	Westminster, CA
Industry:	Municipality
Founded:	1957
Fleet Size:	200 vehicles

### Key Results

- Leasing reduces the impact of capital needs, and helps the City's cash flow
- A yearly savings of about \$100,000, including replacement costs, maintenance, and fuel consumption
- Newer vehicles have a more fuel efficient system, resulting in a savings of approximately 5,000 gallons annually
- Using the resale proceeds of the current fleet to lower the monthly lease payments

## CLIENT TESTIMONIAL



Historically, the City of Westminster has purchased vehicles cash to build our fleet. This required 100% cash payment at the time of purchases. The "Vehicle Replacement Fund" is structured in a way to allow for the payment of such purchases in a timely manner. Vehicle replacement activities were staggered, as much as possible, to keep uniform expenditures of funds from year to year.

In continuing our commitment to reduce costs and improve efficiency of our Fleet, staff has researched the option of leasing versus buying City vehicles. The advantages of the leasing program include paying for only 40% of the value of the vehicles over the three year term and reduced impact to capital needs. Also, new vehicles will decrease maintenance expenses since vehicles will be under warranty for the term, and have more efficient fuel system. Staff recommends going with the leasing option which would replace applicable City cars in a period of four to six months.

Enterprise Fleet Management provided the most economical solution for the City. Enterprise is a nationwide company with higher buying power and greater volume discounts than the City could achieve on its own. The Open-ended, Equity Lease allows the City to only pay for the use of the vehicles over the three year period without mileage restrictions or abnormal wear and tear. Enterprise sold all of our current vehicles and applied the value to lower our monthly lease payment.

The City benefits from a yearly savings of about \$100,000, including replacement costs, maintenance, and fuel consumption. Enterprise's Account Team has been instrumental in working with the City to contain costs, streamline our budget process, and make recommendations on fleet efficiency.

Kevin Beach  
Fleet Superintendent  
City of Westminster

### Additional Enterprise Fleet Management Benefits

A dedication to customer service unsurpassed in the vehicle management industry.

Local locations nationwide – hometown people, hometown service.

You will be able to leverage our scale – with more than 1M vehicles owned and managed by all the divisions of Enterprise.

You get the best value for your used vehicles – due to 800 Enterprise remarketing experts selling more than 650,000 vehicles per year.

Specialized in managing mid-sized fleets of vehicles.

Full suite of products and services – including a budgeted maintenance program and insurance.

Integrated transportation solutions provided via our short-term rental, truck and fleet management groups.

We help you save money and improve cash flow when you tap into our line of credit for your fleet vehicle needs.



**FLEET MANAGEMENT**

[efleets.com](http://efleets.com)

## School district stays under budget and acquires new, reliable vehicles for the safety of staff and students.

### BACKGROUND

Location: Jurupa, CA (Southern CA)  
Industry: School District  
Total vehicles: 54 vehicles

### THE PROBLEM

Due to budget constraints, Jurupa Unified School District was challenged with limited funding to replace its light duty vehicles. The fleet's average age was 15 years old and the fleet was becoming unreliable. Some vehicles didn't meet safety standards and the District was reactively purchasing vehicles as existing ones broke down. Many of the vehicles were not needed full time for the District's application, causing inefficiencies and high expenses.

### THE SOLUTION

Enterprise Fleet Management shared a fleet analysis with the opportunity to remove under-utilized and spare vehicles. With a proactive, consistent replacement plan, the District was able to right-size its fleet from 69 to 54 vehicles. Enterprise also helped the District bridge its funding gaps by using the open-ended lease structure to acquire more vehicles with less upfront capital. To alleviate some of the work load for the school's maintenance facility, the District leveraged Enterprise's program.

**“Since we first partnered with Enterprise 4 years ago, we have been able to replace our aging fleet with newer, more fuel efficient and safer vehicles for our employees. The leasing option has allowed us to replace more vehicles at once than we have been able to do through our capital budget in the past. Their annual reviews and recommendations allow us to make the best decisions for our fleet.”**

*– Paula Ford, Assistant Superintendent, Business Services*

### THE RESULTS

The Enterprise Fleet Management program will reduce the District's fleet costs by 18% over the next 10 years, which is about \$650,000 in savings. Through Enterprise's recommendation of purchasing the appropriate vehicles for each employee's job function, the District was able to move to smaller, more efficient vehicles that still performed the needed work for each department. Once fully implemented, the Full Maintenance program will save the District about 48% on operational expenses. Another benefit of a refreshed fleet, the fuel costs are expected to significantly decrease because newer vehicles perform at a higher, more efficient MPG than a 15 year old fleet.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.



### Key Results

OVERALL SAVINGS OF  
**\$81,000**  
PER YEAR



**48%**  
SAVINGS  
ON OPERATIONAL  
EXPENSES



FIXED COSTS  
IMPROVED  
BUDGET  
PLANNING



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**CITY OF BANNING  
BANNING HOUSING AUTHORITY REPORT**

**TO:** HOUSING AUTHORITY BOARD

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

**PREPARED BY:** Ted Shove, Economic Development Manager

**MEETING DATE:** September 25, 2018

**SUBJECT:** Resolution 2018-04 HA, Approval of Subordination Agreement for a First Time Homebuyer Program Located at 1500 G Court.

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**RECOMMENDED ACTION:**

That the Housing Authority Board Adopt Resolution 2018-04 HA, approving a Subordination Agreement for a First Time Homebuyer Program Loan for Real Property Located at 1500 G Court, Banning, CA, Assessor's Parcel No. 535-361-009-4.

**BACKGROUND:**

In July 2009, the Agency entered into an agreement through the First Time Homebuyer Program ("FTHB"), to provide a fully forgivable 30 year loan. The FTHB program was implemented to reduce the financial burden of a down payment for residents at or below 120% of the current annual median income for the Riverside-San Bernardino County area, adjusted for family size, as defined by the U.S. Department of Housing and Urban Development.

The Agency executed several FTHB loans up until its dissolution and included a \$20,000 down payment toward the purchase of a new home that would be fully forgiven after 30 years, subject to basic provisions. FTHB loans are secured by a 'silent' second trust deed. The silent second is repaid from proceeds upon sale, foreclosure or transfer of the property. One exception in the silent second provides applicants to refinance their primary mortgage, with specific requirements. To ensure the value and security of the Agency's investment, refinancing an existing loan must not exceed the original 30 year term. For example, if the applicant executed a FTHB loan in 2010 and refinanced in 2015, the new loan term could not exceed 25 years.

In order to evaluate the applicant's request, an administrative fee of \$395 is required and has been paid. Staff evaluated the current value of the property, existing terms and new loan terms, and applicant's ability to pay the monthly financial obligation.

The applicant's request meets all the criteria outlined within the FTHB loan agreement. The subject property has appreciated while the principal mortgage amount has reduced from \$141,432 to \$119,891. The new loan will result in monthly savings to the applicant and preserves the former Agency's investment in the community.

**JUSTIFICATION:**

In support of home ownership in Banning, the former Community Redevelopment Agency ("Agency") provided down payment assistance for first time home buyers. From time-to-time, homeowner's desire to refinance their mortgages for more favorable terms, approval is at the discretion of the Housing Authority Board.

**FISCAL IMPACT:**

None.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Resolution 2018-04 HA
2. Subordination Agreement – 1500 G Court

Approved by:



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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution 2018-04 HA**

## RESOLUTION 2018-04 HA

### **A RESOLUTION OF THE CITY OF BANNING HOUSING AUTHORITY BOARD APPROVING A SUBORDINATION AGREEMENT FOR A FIRST TIME HOME BUYER PROGRAM LOAN FOR REAL PROPERTY LOCATED AT 1500 G COURT, ASSESSOR'S PARCEL NO. 535-361-009-4**

**WHEREAS**, pursuant to Health and Safety Code (the HSC) § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

**WHEREAS**, consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

**WHEREAS**, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

**WHEREAS**, the Oversight Board, as part of the wind-down of the dissolved redevelopment agency, authorized the Banning Housing Authority to assume the duties and responsibilities for the Successor Agency's housing assets; and

**WHEREAS**, the HSC provides for a cooperative relationship between cities, redevelopment agencies, successor agencies, as well as housing authorities who have assumed the duties and obligations of the former redevelopment agencies; and

**WHEREAS**, HSC § 33220 authorizes a city to aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

**WHEREAS**, the former Community Redevelopment Agency of the City of Banning previously provided a First Time Homebuyer Program for qualified households and individuals, to increase homeownership for low and moderate income levels; and

**WHEREAS**, the assistance provided under this program is in the form of down payment assistance which is subordinate to the first deed of trust on a property and acts as a silent second mortgage so as to not negatively affect income and debt ratios; and

**WHEREAS**, the property and homeowner located at 1500 G Court, Assessor's Parcel No. 535-361-009-4 is in compliance with the terms of the loan agreement; and

**WHEREAS**, the owner has requested that the Agency subordinate the Agency loan in the amount of \$20,000 to a new first deed of trust in the amount of \$119,891, with a term length not to exceed 233 months.

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

SECTION 1. The Banning Housing Authority Board approves the Subordination Agreement for a First Time Homebuyer Program Loan for real property, located at 1500 G Court.

SECTION 2. The Interim City Manager is authorized to execute the subordination agreement in a form approved by the City Attorney.

**PASSED, APPROVED, AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

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George Moyer, Chairperson  
Banning Housing Authority

**ATTEST:**

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Sonja De La Fuente, Authority Secretary  
Banning Housing Authority

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

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Kevin G. Ennis, Legal Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Authority Secretary of the Banning Housing Authority, Banning California, do hereby certify that the foregoing Resolution 2018-04 HA was duly adopted at a joint meeting of the Banning Housing Authority thereof held on the 25<sup>th</sup> of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonja De La Fuente, Authority Secretary  
Banning Housing Authority  
City of Banning, California

# **ATTACHMENT 2**

## **Subordination Agreement**

### **1500 G Court**

RECORDING REQUESTED BY  
WHEN RECORDED RETURN TO:

Banning Successor Agency  
99 E. Ramsey St.  
Banning, CA 92220  
Attention: City Clerk

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(Space above this Line for Recorder's Use Only)

THIS DOCUMENT IS EXEMPT  
FROM THE PAYMENT OF A  
RECORDING FEE PURSUANT TO  
GOVERNMENT CODE SECTIONS  
27383 AND 6103

**SUBORDINATION AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTEREST (INCLUDING ANY SECURITY INTEREST) IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 25th day of September, 2018, by the BANNING HOUSING AUTHORITY, Successor Agency to the Banning Community Redevelopment Agency a public body, corporate and politic ("Agency"), and Shannon Casey, a single woman ("Borrower"), in favor of CARRINGTON MORTGAGE SERVICES, a California Corporation ("Senior Lender").

**RECITALS:**

A. Borrower is the record owner of that certain real property located in the City of Banning, County of Riverside, State of California, commonly known as 510 Dorothy Anna Drive, which is legally described in Exhibit "A" attached hereto and incorporated herein by reference, and the improvements thereon (collectively, the "Property").

B. In order to assist Borrower in their purchase of the Property, the Agency made a loan to Borrower in the original principal amount of Twenty Thousand Dollars (\$20,000.00) (the "Agency Loan"), pursuant to a program by which the Agency provides affordable housing to residents of the City of Banning who qualify as persons and families of low or moderate income, as defined in California Health and Safety Code Section 50093.

C. The Agency Loan was evidenced by that certain Promissory Note dated on or about March 19, 2009, executed by Borrower in favor of Agency (the "Agency Note"). The Agency Loan was secured by that certain Deed of Trust dated March 19, 2009, executed by Borrower in favor of Agency and recorded in the Riverside County Recorder's Office on April 3,

2009, as Instrument No. 2009-0165264, encumbering the Property (the "Agency Deed of Trust"). The Agency Note and Agency Deed of Trust and any related regulatory agreement are hereinafter collectively referred to as the "Agency Encumbrances."

D. Countrywide Bank, FSB also made a loan to Borrower in the amount of One Hundred Forty Two Thousand Four Hundred Thirty Two Dollars (\$142,432) (the "Existing Senior Loan"). The Existing Senior Loan was evidenced by that certain Promissory Note dated on or about April 3, 2009, executed by Borrower in favor of Countrywide Bank, FSB. The Existing Senior Loan was secured by that certain Deed of Trust dated April 3, 2009, executed by Borrower in favor of, Countrywide Bank, FSB and recorded in the Riverside County Recorder's Office on April 3, 2009, as Instrument No. 2009-0165263, encumbering the Property (the "Existing Deed of Trust").

E. Borrower desires to refinance the Existing Senior Loan in order to obtain a lower interest rate, and Senior Lender is willing to make such a refinancing by paying off the Existing Senior Note requiring Borrower to (i) execute a new note in favor of Senior Lender in the principal amount of up to (but not exceeding) One Hundred Nineteen Thousand Eight Hundred Ninety One Dollars (\$119,891.00) for a term not to exceed Two Hundred Thirty Three (233) Months with a fixed interest rate of 4.375% (the "Senior Note"), and (ii) execute, acknowledge and record a new deed of trust in favor of Senior Lender against the Property (the "Senior Deed of Trust") to secure such note. The Senior Note and Senior Deed of Trust are hereinafter collectively referred to as the "Senior Loan Documents."

F. As a condition to refinancing the Senior Loan, Senior Lender requires that the Senior Deed of Trust be a lien or charge upon the Property, prior and superior to all rights of Agency under the Agency Encumbrances and all indebtedness secured thereby, and that Agency subordinate the Agency Encumbrances and all the indebtedness secured thereby to the Senior Deed of Trust.

G. Agency and Borrower intend that the Senior Deed of Trust shall be a lien or charge upon the Property prior and superior to Agency's rights under the Agency Encumbrances and all indebtedness secured thereby. Agency has agreed to subordinate and subject the Agency Encumbrances and all indebtedness secured thereby, together with all rights and privileges of Agency thereunder, to the lien and charge of the Senior Deed of Trust.

H. It is to the mutual benefit of the parties hereto that Senior Lender make the Senior Loan to Borrower, and Agency is willing that the Senior Deed of Trust shall, when recorded, constitute a lien or charge upon the Property which is prior and superior to the Agency Encumbrances and all indebtedness secured thereby.

I. Under restrictions imposed by the sources of the Agency Loan funds, the Agency is expressly authorized to subordinate the Agency Encumbrances to the lien of a lender other than the Agency if no economically feasible alternative financing without subordination is reasonably available, but only if the Agency obtains written commitments reasonably designed to protect the Agency's investment in the event of default by the Borrower. Senior Lender has made such commitments by affording the Agency extended cure, negotiation, and other rights as provided for in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. The foregoing Recitals are hereby incorporated into this Agreement by reference herein.

2. The Senior Deed of Trust, and (subject to Paragraph 3 below) any modifications, renewals or extensions' thereof, and any advances (including interest thereon) thereunder or secured thereby, shall be liens or charges on the Property prior and superior to (a) the Agency Encumbrances and all indebtedness secured thereby, (b) all loans, grants and advances of money made pursuant thereto, and (c) all rights and privileges of Agency thereunder; and the Agency Encumbrances and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, together with all rights and privileges of Agency thereunder, are hereby subjected, and made subordinate, to the lien or charge of the Senior Deed of Trust.

3. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Agency Encumbrances and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, together with all rights and privileges of Agency thereunder, to the lien or charge of the Senior Deed of Trust, and shall supersede and cancel any prior agreements to subordinate the Agency Encumbrances and all indebtedness secured thereby to the Senior Deed of Trust. The proceeds of any and all financing secured by, or recorded upon, the Property shall be used solely to repay the existing secured Senior Loan. The subordination herein granted shall not apply to (a) any extension of the scheduled maturity date of the Senior Loan, unless a default has occurred under the Senior Loan Documents, (b) increases in the interest rate applicable to the Senior Loan, (c) increases in the principal amount of the Senior Loan beyond the original principal amount thereof, except for increases which result from advances made by Senior Lender, following written notice to Borrower and Agency, for payment of taxes or insurance or in order to preserve and protect its security, or (d) changes in the amortization of the Senior Loan amount, if as a result of such changes the regularly scheduled monthly principal and interest payment amounts are increased, unless a default has occurred under the Senior Loan Documents and except for increases which result from advances made by Senior Lender, following written notice to Borrower and Agency, for payment of taxes or insurance or in order to preserve and protect its security. The subordination herein granted shall apply to any increases in indebtedness resulting from accrued interest, increases in interest from default interest or from other obligations of Borrower to Senior Lender under the Senior Loan Documents.

4. Agency declares, agrees, and acknowledges that:

(a) Subject to the limitations set forth in Paragraph 3 above, Agency consents to all provisions of the Senior Note, the Senior Deed of Trust, and all other documents and agreements evidencing, securing or otherwise relating to the Senior Loan which have been submitted to the Agency for review;

(b) It intentionally subjects and subordinates the Agency Encumbrances and all indebtedness secured thereby, and all loans, grants, and advances of money pursuant thereto,

together with all rights and privileges of Agency thereunder, in favor of the lien or charge upon the Property of the Senior Deed of Trust and understands that in reliance upon, and in consideration of, this subjection and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subjection and subordination.

5. In consideration of Agency's covenants and agreements contained in this Agreement, Senior Lender hereby covenants and agrees, notwithstanding any contrary provisions herein, for the benefit of Agency as follows:

(a) In the event of any default by Borrower of any or all of its obligations with respect to the repayment by Borrower of the Senior Loan or any default under the Senior Note or Senior Deed of Trust, Senior Lender covenants and agrees that Senior Lender shall provide written notice (which may be provided by statutory notice of default, and need not be given thereafter or in addition thereto) of said default to the Agency contemporaneously with Borrower's receipt of the same. Such notice shall be delivered to the Agency within thirty (30) days after the date that Borrower fails to pay any amount due under the Senior Loan. Agency shall have the right, but not the duty, to cure such default within the greater of (i) ninety (90) days following Agency's receipt of the written notice, or (ii) any period provided by California law.

(b) In the event that prior to the foreclosure of the Senior Loan, Agency acquires title to or possession of the Property from Borrower pursuant to any provision of the Agency Encumbrances or documents executed pursuant thereto, whether by voluntary or involuntary transfer, Agency may take title to the Property subject to the Senior Deed of Trust and other Senior Loan Documents, and Senior Lender shall refrain from exercising any right it may have to accelerate the Senior Loan by reason of the transfer of title to the Agency. Senior Lender shall recognize Agency as Borrower, on condition that Agency assumes and agrees to perform all of Borrower's obligations under the Senior Loan and timely cures all outstanding defaults of Borrower under the Senior Loan within the period provided for in Subparagraph (a) above.

(c) Senior Lender agrees to negotiate in good faith with Agency in the event that Borrower defaults under either Senior Loan or the Agency Encumbrances; provided, however, that nothing in this subparagraph shall obligate the parties to reach an agreement upon the conclusion or termination of negotiations, or to extend the time granted to Borrower under the Senior Loan Documents or Agency under Subparagraph 5(a) above to cure defaults under the Senior Loan Documents.

(d) Upon a default of Borrower under the Agency Encumbrances, which default remains uncured for a period of six (6) months, Senior Lender shall, at any time prior to its acquisition of title to the Property, permit the Agency to purchase the Senior Note and the Senior Deed of Trust upon payment in cash of the then entire remaining balance of principal, accrued and unpaid interest, together with any unpaid late charges, and other expenses to which Senior Lender has been put and any advances made by Senior Lender for the protection of the lien or the protection of the Property.

(e) For a period of thirty (30) days after Senior Lender has acquired title to the Property, Senior Lender shall permit the Agency to acquire Senior Lender's title to the Property upon payment to Lender, in cash, of the sum of the following:

(i) The unpaid debt including unpaid interest at the time title became vested in Senior Lender (less all receipts of Senior Lender in connection with the Property including, but not limited to, those resulting from collection and application of rentals and other income received during foreclosure proceedings), but excluding any fees paid to Senior Lender for services rendered before the time title becomes vested in Senior Lender; foreclosure;

(ii) All expenses incurred by Senior Lender with respect to foreclosure

(iii) The net expenses, if any (exclusive of general overhead), incurred by Senior Lender as a direct result of the management of the Property after the time title became vested in Senior Lender;

(iv) The costs of any improvement to the Property made by Senior Lender which was permitted by the Agency Encumbrances; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the indebtedness of Borrower and such indebtedness had continued in existence from the time title became vested in Senior Lender, or in the case of Subparagraphs 5(e)(ii), 5(e)(iii) and 5(e)(iv) above, from the date the expenses were incurred by Senior Lender to the date of payment by the Agency.

6. The provisions of this Agreement shall survive a foreclosure of the Senior Deed of Trust or any taking of the Property by Senior Lender, and Senior Lender or any person who acquires title to the Property shall be subject to the provisions hereof.

7. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties hereto.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

10. Formal notices, demands and communications between the parties shall be delivered (a) personally, (b) by nationally recognized overnight courier service, or (c) dispatched by U.S. first class registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below. Such notices, demands and communications shall be deemed given three (3) days after mailing, the next business day after deposit with a nationally recognized overnight courier service, or immediately upon personal delivery.

If to Agency:            Banning Housing Authority  
                                  99 E. Ramsey St.

Banning, CA 92220  
Telephone: Ph: (951) 922-4860  
Attn: Executive Director

With a copy to: Richards, Watson & Gershon  
355 South Grand Avenue, Suite 4000  
Los Angeles, CA 90071  
Ph: (213) 626-8484  
Attn: Kevin Ennis

If to Senior Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

12. In the event any legal action is commenced by any party hereto concerning this Agreement or the rights and duties hereunder of any party hereto, whether such action be an action for damages, or for equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, in addition to all other relief as may be granted by the court, reasonable sums as and for attorneys' fees in an amount to be set by the court.

13. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

14. This Agreement is solely for the benefit of Senior Lender and Agency and their respective, successors and assigns, and except as expressly provided for herein, neither the Borrower nor any other person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement. This Agreement sets forth in full the terms of Senior Lender's and Agency's agreement with respect to the subject matter hereof, and may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by Senior Lender and Agency.

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

**AGENCY**

BANNING HOUSING AUTHORITY,  
a public body, corporate and politic

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Authority Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kevin Ennis  
Richards, Watson & Gershon

**SENIOR LENDER**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit "A"

Legal Description

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

LOT 62 OF TRACT MAP NO. 30222, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 343, PAGES 7 THROUGH 14, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 535-361-009-4

## 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 \_\_\_\_\_ )

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**CITY OF BANNING  
BANNING UTILITY AUTHORITY REPORT**

**TO:** BANNING UTILITY AUTHORITY

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

**PREPARED BY:** Art Vela, Director of Public Works/City Engineer  
Tammi Phillips, Management Analyst

**MEETING DATE:** September 25, 2018

**SUBJECT:** Authorize the Interim City Manager to sign the Notice of Completion for Project No. 2017-17W, "Repair of Wells and Pumps" as complete and direct the Deputy City Clerk to record the Notice of Completion

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**RECOMMENDED ACTION:**

That the City Council accept Project No. 2017-17W, "Repair of Wells and Pumps" as complete, authorize the Interim City Manager or her designee to sign the Notice of Completion and direct the Deputy City Clerk to record the Notice of Completion.

**BACKGROUND:**

On February 27, 2018 the City Council adopted Resolution 2018-02 UA awarding an Agreement to L.O. Lynch Quality Wells & Pumps, Inc. of San Jacinto, California in the amount of \$134,096.50 for the completion of Project No. 2017-17W, "Repair of Wells and Pumps."

The scope of work consisted of electrical repairs at Well M10 and the replacement of pumps and motors at Wells 3-Electric and M7. Repairs were needed as a result to damaged caused to the wells by a lightning storm.

**JUSTIFICATION:**

Public Works and Purchasing staff advertised Notice Inviting Bids on January 12, 2018 for the Repair of Wells and Pumps and the contract was awarded to L.O. Lynch Quality Wells & Pumps, Inc. of San Jacinto, California. The work was completed on August 17,

2018. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory and that the contractor met the required obligations.

**FISCAL IMPACT:**

The original contract for repair service was awarded in the amount of \$134,096.50 and the final contract amount was \$88,388.40. The final contracted amount was under the allocated project budget approved under Resolution 2018-02 UA, due to some of the equipment replacement not being necessary for Well M10, as determined after electrical repairs were completed. The project was funded from Account No. 660-6300-471.95-08, Wells/Pumping Equipment.

**ALTERNATIVE:**

City Council may elect to not accept the project as complete which would keep the project open and prevent the release of retention funds to the contractor.

**ATTACHMENTS:**

1. Notice of Completion

Approved by:

  
\_\_\_\_\_  
Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Notice of Completion

1 WHEN RECORDED MAIL TO:  
2

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

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

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12  
13 NOTICE OF COMPLETION

14 PROJECT NO. 2017-17W, "REPAIR OF WELLS AND PUMPS"

15  
16 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City  
17 of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil  
18 Code of the State of California, and Project No. 2017-17W is hereby accepted by the City  
19 of Banning, pursuant to authority conferred by the City Council this September 25, 2018,  
20 and the grantees consent to recordation thereof by its duly authorized agent.  
21

22 That the OWNER, the City of Banning, and L.O. Lynch Quality Wells & Pumps, Inc., the  
23 vendee, entered into an agreement dated February 27, 2018, for Project No. 2017-17W,  
24 "Repair of Wells and Pumps".  
25

26 The principal items of work included the repair of Wells 3 Electric, M7 and M10. The  
27 work was performed at various sites located throughout the City of Banning, CA 92220.  
28

29 That the work was completed on August 17, 2018, for Project No. 2017-17W "Repair of  
30 Wells and Pumps":

31 (1) The Nature of Interest was well repair services completed on August 17,  
32 2018 for Project No. 2017-17W, "Repair of Wells and Pumps".

33 (2) That the City of Banning, a municipal corporation, whose address is  
34 Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing  
35 maintenance work.

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(3) That said repairs were performed at various locations within the City of Banning, California 92220.

(4) That the original contractor for said repairs was L.O. Lynch Quality Wells & Pumps, Inc. from San Jacinto, California

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

(6) The nature of interest is in fee.

Dated: September 25, 2018

CITY OF BANNING  
A Municipal Corporation

By \_\_\_\_\_  
Rochelle Clayton  
Interim City Manager

APPROVED AS TO FORM:

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





**CITY OF BANNING  
BANNING UTILITY AUTHORITY REPORT**

**TO:** BANNING UTILITY AUTHORITY

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

**PREPARED BY:** Art Vela, Director of Public Works/City Engineer  
Luis Cardenas, Senior Engineer

**MEETING DATE:** September 25, 2018

**SUBJECT:** Adopt Resolution 2018-15 UA, Approving the Award of a Professional Services Contract for Completing a Nitrogen Removal Feasibility Study and Development of a Salt and Nutrient Management Plan to Montrose Environmental of Irvine, CA for Fiscal Years 2018/2019 and 2019/2020 in the Amount of \$321,669, and Establishing a \$30,000 Project Contingency

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**RECOMMENDATION:**

The Banning Utility Authority adopt Resolution 2018-15 UA:

1. Approving an agreement with Montrose Environmental of Irvine, CA for completing a Nitrogen Removal Feasibility Study and development of a Salt and Nutrient Management Plan, in the amount of \$321,669 for Fiscal Years 2018/2019 and 2019/2020.
2. Authorizing the Interim City Manager or her designee to execute the Agreement with Montrose Environmental, legal name "ES Engineering Services, LLC".
3. Establishing a \$30,000 Project Contingency and Authorizing the Interim City Manager to Execute Amendments to the Agreement within the Contingency Amount.

**BACKGROUND:**

The City of Banning owns a Wastewater Treatment Plant located at 2242 East Charles Street, which is permitted and regulated by the Colorado River Regional Water Quality Resolution 2018-15 UA

Control Board. The most recent permit, Board Order R7-2016-0015, stipulates that the City of Banning must complete a Study to address the practicability of a 10 mg/L total nitrogen effluent limitation and the impact of the discharge on beneficial uses of the receiving groundwater, by June 30, 2020.

Staff submitted a draft work plan and schedule for completing the Study to the Regional Board, which the Board subsequently approved in a letter dated February 8, 2018 (Attachment 2).

A Request for Qualifications (RFQ) was prepared and advertised on June 15, 2018 (Attachment 3) in the Press Enterprise and through PlanetBids. Three proposals were received and Montrose Environmental was ranked the highest by the evaluation committee. The proposal from Montrose Environmental is presented as Attachment 4.

<b>Proposer</b>	<b>Score</b>	<b>Rank</b>
Montrose Environmental	415.00	1
Dudek	400.00	2
Hazen and Sawyer	388.33	3

Part of the scope of work includes vetting and evaluating various treatment technologies to comply with a 10 mg/L total nitrogen effluent limit and the potential to keep some of the existing equipment at the wastewater treatment plant in operations. Because of the highly technical nature of the work, a Qualifications Based Selection (QBS) method was used. Depending on which treatment technology is chosen, there are potentially millions of dollars at stake, over the expected service life of the upgraded treatment plant. Having the most experienced and qualified team of engineers and scientists evaluate the City's wastewater treatment options will help ensure the best solution for the City. After evaluation of proposals, the price quote was opened for the highest ranking firm, which staff reviewed to ensure a reasonable level of effort was proposed, and at reasonable rates. Staff then proceeded to negotiate a best and final offer that included additional effort to complete a thorough evaluation of existing facilities, some of which have not been repaired or rehabbed since their original installation.

In addition to the Nitrogen Removal Feasibility Study, completing a Salt and Nutrient Management Plan was included in the scope to take advantage of the synergy that comes from having the same consultant become familiar with all available literature on water quality at the wastewater treatment plant and in the receiving groundwater. Completing a Salt and Nutrient Management Plan is required by State law before a recycled water system can be permitted, therefore it goes hand in hand with the evaluation of treatment technologies which will make Title 22 recycled water available to the City of Banning.

The contract award to Montrose Environmental will be for a term that extends until project completion per the Schedule of Performance, Exhibit "D" of the Agreement (Attachment 5), in the amount of \$321,669.

**JUSTIFICATION:**

To meet the discharge permit requirements for the Wastewater Treatment Plant, the City must complete a Nitrogen Removal Feasibility Study by June 30, 2020. Professional services from subject matter experts are needed to supplement staff knowledge and capabilities.

In preparation for the use of Title 22 recycled water, the City must also complete a Salt and Nutrient Management Plan that demonstrates the use of recycled water will not be harmful to the long-term health of the various groundwater basins. These two tasks were combined into a single project to take advantage of the efficiency and cost savings of having one engineering firm perform them together due to the overlap in scope and data gathering.

**FISCAL IMPACT:**

The contract agreement will be funded through the Wastewater Operations Fund, account number 680-8000-454.90-78 Planning/Design-Capital and through the Irrigation Water Fund, account number 662-6300-471.33-11 Professional Services. The contract will be for \$321,669, with the possibility of administratively amending the scope of work for up to an additional \$30,000.

Below is a cost breakdown for the two main tasks:

<b>Task</b>	<b>Cost</b>	<b>Account Number</b>	<b>Contingency</b>
Nitrogen Removal Feasibility Study	\$222,522	680-8000-454.90-78	\$20,000
Salt and Nutrient Management Plan	\$99,147	662-6300-471.33-11	\$10,000

**ALTERNATIVE:**

1. Do not approve Resolution 2018-15 UA and provide alternate directions to staff. An explanation would need to be provided to the Regional Board for failing to award a contract for completing the Nitrogen Removal Feasibility Study.

**ATTACHMENTS:**

1. Resolution 2018-15 UA
2. Letter from Regional Board
3. Request for Qualifications (RFQ)
4. Proposal from Montrose Environmental
5. Professional Services Agreement

Approved by:




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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## Resolution 2018-15 UA

## RESOLUTION 2018-15 UA

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AWARD OF PROFESSIONAL SERVICES CONTRACT FOR COMPLETING A NITROGEN REMOVAL FEASIBILITY STUDY AND DEVELOPMENT OF A SALT AND NUTRIENT MANAGEMENT PLAN TO MONTROSE ENVIRONMENTAL OF IRVINE, CALIFORNIA IN THE AMOUNT OF \$321,669, AND ESTABLISHING A \$30,000 PROJECT CONTINGENCY**

**WHEREAS**, the City of Banning currently owns a Wastewater Treatment Plant operating under Regional Board Order R7-2016-0015; and

**WHEREAS**, the Regional Board Order requires that the City complete a Nitrogen Removal Feasibility Study to determine the practicability of achieving a 10 mg/L total nitrogen effluent; and

**WHEREAS**, a work plan to complete the Nitrogen Removal Feasibility Study was submitted to the Regional Board in December 2017 and accepted in February 2018; and

**WHEREAS**, staff advertised a Request for Qualifications through the Press Enterprise and using the PlanetBids system; and

**WHEREAS**, three proposals were received; and

**WHEREAS**, Montrose Environmental of Irvine, California, was the highest-rated firm by an evaluation committee; and

**WHEREAS**, City staff negotiated a best and final offer of \$321,669.

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

**SECTION 1.** That the Contract Agreement for a Nitrogen Removal Feasibility Study and Development of a Salt and Nutrient Management Plan is hereby awarded to Montrose Environmental (legal name ES Engineering Services, LLC) of Irvine, California, in the amount of \$321,669.

**SECTION 2.** That a contingency in the amount of \$30,000 is authorized for this project.

**SECTION 3.** That the Interim City Manager or her designee is authorized to make all necessary budget adjustments, appropriations and transfers and approval of the use of the contingency.

**SECTION 4.** That the Interim City Manager is authorized to execute the Contract Agreement award with Montrose Environmental of Irvine, California.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

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George Moyer, Chairman  
Banning Utility Authority

**ATTEST:**

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Sonja De La Fuente, Secretary  
Banning Utility Authority

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

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Kevin G. Ennis, Authority Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-15 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonja De La Fuente, Secretary  
Banning Utility Authority  
City of Banning, California

# **ATTACHMENT 2**

## Letter from Regional Board



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Colorado River Basin Regional Water Quality Control Board

February 8, 2018

Arturo Vela, P.E.  
Public Works Director/City Engineer  
99 E. Ramsey Street  
P.O. Box 998  
Banning, CA 92220-0998

Dear Mr. Vela:

**SUBJECT: APPROVAL OF TECHNICAL REPORT-WORK PLAN AND TIME SCHEDULE FOR THE CITY OF BANNING PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH BOARD ORDER R7-2016-0015**

The staff of the Colorado River Basin Water Board has reviewed the Technical Report that is a work plan and time schedule for a study to address the practicability of a 10 mg/L total nitrogen effluent limitation and the impact of the discharge on beneficial uses of the receiving groundwater.

The Technical Report was submitted December 28, 2017 in the GeoTracker database by Colorado River Basin Water Board, pursuant to Special Provisions Section F.2 of Order R7-2016-0015.

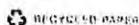
After review of the Technical Report, Colorado River Basin Water Board staff finds that the report satisfies the requirements of Order R7-2016-0015. Therefore, the Technical Report is approved.

As a reminder, by June 30, 2020, the Discharger shall submit a final technical report that includes the Discharger's recommendations and conclusions, including a tentative work plan and time schedule for facility plant improvements required to accomplish nitrogen removal and comply with the effluent water quality limit. The report shall be certified with the signature and stamp of a California licensed professional PE, PG, CEG, or a CHG as stated in Special Provisions F.2 of Order R7-2016-0015.

Further, it is requested that within 30 days of approval by the Executive Officer, the Discharger shall begin implementation of the work plan in accordance with the time schedule. The time schedule for implementation shall not be longer than 24 months. **The Discharger shall submit progress reports in the quarterly SMR to the Colorado River Basin Water Board.**

NANCY WRIGHT, CHAIR | JOISE L. ANGEL, EXECUTIVE OFFICER

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260 | [www.waterboards.ca.gov/coloradriver](http://www.waterboards.ca.gov/coloradriver)



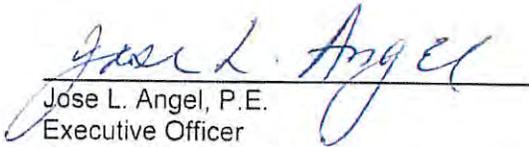
Arturo Vela, P.E.  
City of Banning

- 2 -

February 8, 2018

If you have any questions concerning this matter, please contact Adriana Godinez at (760) 346-6585.

Sincerely,



Jose L. Angel, P.E.  
Executive Officer  
Colorado River Basin  
Regional Water Quality Control Board

AG/tab

cc: Luis Cardenas, Senior Civil Engineer

File: WDID No. 7A 33 0100 015, City of Banning, Board Order R7-2016-0015

# **ATTACHMENT 3**

## Request for Qualifications (RFQ)



**REQUEST FOR QUALIFICATIONS**

**FOR**

**18-022**

**NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW**

**CITY OF BANNING**

**Public Works Department**

**99 East Ramsey Street**

**Banning, California 92220**

**Release Date: June 15, 2018**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 18-022****NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW**

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for completing a **Nitrogen Removal Feasibility Study**.

NOTICE IS HEREBY GIVEN that online proposals and document submittal must be uploaded to the online bid system in accordance with the instructions included within proposal documents for **RFQ #18-022 Nitrogen Removal Feasibility Study, Project No. 2018-03WW, on or before the hour of 10:00 a.m. on August 17, 2018**. It shall be the responsibility of the proposer to upload his proposal by the announced time. However, submittals may be submitted at any time prior to the deadline. (Submitted Proposals 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.)

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

Proposals 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 Qualifications (RFQ). Click on "Place eBid" and follow the instructions.

A **Pre-Proposal Meeting will be held on July 31, 2018 at 3:00 p.m.** at 99 E. Ramsey St., Banning, CA 92220 to discuss the Scope of Work and project expectations. Attendance of the pre-proposal meeting is **not mandatory**.

## **1. BACKGROUND**

### **A. City of Banning**

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities that make the City of Banning a logical choice as a development opportunity in the Southern California area.

## B. Project

The City of Banning owns a wastewater collection, treatment and disposal system. As part of the Waste Discharge Requirements (WDRs) outlined in the most recent permit renewal by the Regional Board, a special provision required “a study to address the practicability of a 10 mg/L total nitrogen effluent limitation and the impact of the discharge on beneficial uses of the receiving groundwater”. For simplicity, City staff is referring to the study as “Nitrogen Removal Feasibility Study”.

The City submitted a Work Plan and Time Schedule to complete the Study, which the Regional Board has approved. This RFQ is the first step in implementing the approved work plan.

## 2. SCHEDULE OF EVENTS

This REQUEST FOR QUALIFICATION will be governed by the following schedule:

Release of RFQ	June 15, 2018
Pre-Proposal Meeting	July 31, 2018 at 3:00 p.m.
Deadline for Written Questions	August 7, 2018 by 3:00 p.m.
Responses to Questions Posted on Web	August 10, 2018 by 5:00 p.m.
Proposals are Due	August 17, 2018 by 10:00 a.m.
Interview (if held)	The Week of September 3, 2018
Approval of Contract	September 25, 2018 (Tentative)

All dates are subject to change at the discretion of the City.

## 3. SCOPE OF WORK

The Services required include all data review, field investigations, analysis, and report writing to complete a Nitrogen Removal Feasibility Study. City staff prepared a Work Plan and Time Schedule, which has been approved by the Regional Board.

The study will gather data on the existing WWTP equipment, site conditions, and historical water quality information. As part of the evaluation, it will be determined which elements of the existing treatment train can be reused/enhanced and which would need to be replaced with new equipment to meet a 10 mg/L nitrogen effluent limit and its impact on receiving groundwater's.

A detailed look of the proposed scope for the Study can be found in Exhibit A under the Work Plan (Sec.4 pg.4-7).

The city anticipates a demand for recycled water for non-potable irrigation purposes in the near future. As part of the Study, the possibility of treating to different levels of nitrogen removal shall be evaluated to determine if this is feasible and/or practical, since the City is also interested in using some of the discharge for groundwater augmentation during low-demand times of the year.

#### Optional

An optional task that the City may consider is completing a Salt and Nutrient Management Plan (SNMP), or some of the necessary data gathering and field work in support of such a Plan since there may be overlap with the Nitrogen Removal Feasibility Study. This and other optional services should be clearly explained in the proposal and separated out in the price proposal.

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested entities or Consultants are to provide the City of Banning with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Cover Letter**

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Consultant’s office located nearest to Banning, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFQ.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Qualifications.

For private Proposers, provide at least three references that received similar services from your firm. The City of Banning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and **e-mail address**.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer. This document is to be submitted as a separate sealed file on Planet Bids.

- **Fee Proposal**

Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposers must include a "Not to Exceed" project estimate within the cost file. Proposals shall be valid for a minimum of 180 days following submission.

**All Proposers are required to upload the Fee Proposals as a separate document from the qualification proposal online as a "Cost File". This document will remain sealed until the evaluation process is complete.**

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services with the City. The form of the Agreement is enclosed as an online attachment, but may be modified

to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as online attachments to this RFQ, which should be included with proposals:

- (1) Ex Parte Communications Certificate
- (2) Price Proposal (Online Rate Sheet)
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Submission of Proposals**

*Complete proposals must be submitted and received no later than the deadline.*

*Proposals will not be accepted after this deadline.*

*Proposals submitted in paper form, faxed or e-mailed will not be accepted.*

Submit proposals 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 Qualifications (RFQ). Click on “Place eBid” and follow the instructions. Financial Statements only can be delivered separately to the Purchasing Division in a sealed envelope marked confidential if preferred. The Financial Statement shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Bidder’s Business Name, Proposer Identity— with the RFQ number and the due date. Be sure to label and deliver following same deadline requirements.

- **Inquiries**

***Questions about this RFQ must be directed in writing, via the City of Banning, PlanetBids Vendor Portal: <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>.***

The City reserves the right to amend or supplement this RFQ prior to the proposal due date. All addendums, responses to questions received, and additional information will be posted to the Banning online bid system. Proposers should check the web page above regularly for new information. The City will endeavor to answer all written questions timely that are received no later than the deadline listed in the schedule of events. The City reserves the right not to answer all questions.

**From the date that this RFQ is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFQ with any City employee other than the contracting officer listed above regarding this RFQ.** The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFQ does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified source(s), or to cancel this RFQ in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Banning, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## 6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with 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-----30%

Includes an understanding of the RFQ and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services. Provides a well-organized plan for completing the scope.

3. Schedule-----20%

Includes developing a clear, concise and realistic schedule. Should incorporate time for City tasks/responsibilities.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. -----10%

5. Optional tasks and/or services not identified in RFQ that would result in a better product.-----10%

**7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

In accordance with its Policy, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is not a basic factor for award, it is the City's sole discretion to award the contract to a firm other than the top-rated if a price cannot be agreed upon during negotiations. Only the price of the selected proposal will be made public.

**A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

**B. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

**C. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220 during the week identified in the Schedule of Events section of this

RFQ. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

## **8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFQ Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFQ Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFQ Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFQ Facilitator, and pursue its protest at

the Council meeting, it will notify the RFQ Facilitator of its intention at least two days prior to the scheduled meeting.

## 9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFQ, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

## 10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFQ. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the "*Ex Parte Communications Certificate*"

form (See Online Attachment) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

#### **11. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

#### **12. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "*Disclosure of Government Positions*" form. (See Online Attachment).

#### **13. CONDITIONS TO AGREEMENT, IF ANY.**

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as (See Online Attachment, "*Professional Services Agreement Sample*"), to this RFQ, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFQ and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluating proposals.

#### **14. DISQUALIFICATIONS QUESTIONNAIRE**

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state,

or local project because of a violation of law or a safety regulation. (See Online Attachment, "*Disqualifications Questionnaire*").

## 15. STANDARD TERMS AND CONDITIONS

### Addendums

The City reserves the right to amend or supplement this RFQ prior to the proposal due date. All addendums and additional information will be posted to the Banning Procurement Registry, <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. Proposers should check this web page daily for new information.

### Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

### Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

# EXHIBIT A

Technical Report:

**WORK PLAN AND TIME SCHEDULE**

FOR

A STUDY TO ADDRESS THE PRACTICABILITY OF A 10 mg/L TOTAL NITROGEN  
EFFLUENT LIMITATION AND THE IMPACT OF THE DISCHARGE ON BENEFICIAL  
USES OF THE RECEIVING GROUNDWATER

FOR

THE CITY OF BANNING WASTEWATER TREATMENT PLANT

IN COMPLIANCE WITH THE

**WASTE DISCHARGE REQUIREMENTS  
BOARD ORDER R7-2016-0015**



PREPARED FOR:

Colorado River Basin Regional Water Quality Control Board  
73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260

PREPARED BY:

City of Banning  
Public Work Department, Wastewater Division  
99 E. Ramsey Street, Banning, CA 92220

**DECEMBER 2017**

Approved by Regional Board: **February 8, 2018**



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## Attachments

Attachment 1	WWTP Vicinity Map
Attachment 2	Waste Discharge Requirements (WDRs) Board Order R7-2016-0015, for City of Banning, Wastewater Treatment Plant, Banning, Riverside County
Attachment 3	2007 Treatment Process Evaluation
Attachment 4	2013 WWTP Condition Evaluation
Attachment 5	Study Schedule Gantt Chart

## 1. Introduction

The City of Banning (City) owns a Wastewater Treatment Plant (WWTP) located at 2242 East Charles Street, Banning, California, as shown in Attachment 1. Operations and maintenance of the WWTP is contracted to Suez Environmental Services, Inc. The WWTP has a design treatment capacity of 3.6 MGD and currently discharges approximately 2.07 MGD into 10 unlined evaporation/percolation ponds.

The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and the evaporation/percolation ponds. Untreated wastewater flows to the preliminary treatment system, which consists of a mechanical bar screen, compactor, grit removal system, classifier, and cyclone separator. Wastewater from the preliminary treatment system flows to two primary clarifiers and is then pumped to two trickling filters. The effluent from the trickling filters flows to the two secondary clarifiers and then to the chlorine contact chamber, which is currently used as a holding tank for the final effluent water sampling and discharge to the evaporation/percolation ponds.

On June 30, 2016, the Regional Board adopted Board Order R7-2016-0015, which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. For reference, the adopted Board Order is included as Attachment 2. Pursuant to the Special Provisions of the Regional Board Order, a study is required that “addresses the practicability of a 10 mg/L total nitrogen effluent limitation and the impact the discharge has on the beneficial uses of the receiving groundwater” (Study). The purpose of this technical report is to provide a work plan and time schedule (WP&TS) to complete the Study, as required by Special Provisions, section F.2.

## 2. Study Requirements

Special Provisions Section F.2 of the WDRs outlines the requirements of the Study:

- ✓ Work Plan and Time Schedule (this technical report) submitted within 18 months of adoption of the Board Order.
- ✓ Time Schedule for the Study shall not be longer than four (4) years.
- A California Professional Engineer (PE), Registered Geologist (RG), Certified Engineering Geologist (CEG), or a Certified Hydro Geologist (CHG) must sign and stamp the technical report
- Evaluation by the Discharger must include information on the following factors relating to the discharge:
  - Description of the municipal entity and facilities.
  - Description of the quantity and nitrogen concentration of domestic water sources contributing to discharge.
  - Description of significant nitrogen sources of the municipal wastewater collection system, and identification of entities responsible for each source, if available.

- Description of the wastewater discharge, receiving waters, quantity, and nitrogen load.
- Alternative plans for minimizing nitrogen contribution from the municipal sources. Alternative plans should include:
  - Description of nitrogen sources and alternative means of control; and
  - Cost of alternative plans in dollars per ton, of nitrogen removed from discharge.
- Description and analyses of potential conventional nitrogen removal treatment technologies for implementation at the WWTP. Analyses shall include cost of implementation in dollars per ton, of nitrogen removed from discharge.
- Such other information pertinent to the Study as the permitting authority may deem necessary.
- If a 10 mg/L effluent limit is not determined to be practicable, the Discharger shall provide the following:
  - The impact of the proposed nitrogen input of each alternative on the beneficial uses of the groundwater in terms of tons per year and concentration.
  - Costs per ton of nitrogen removed from discharge of each alternative plan.
  - Capability of minimizing nitrogen discharge.
  - A proposed value for the practical incremental increase.
  - A justification for the proposed practical incremental increased value.
- By June 30, 2020, the Discharger shall submit a final technical report that includes the Discharger's recommendations and conclusions, including a tentative work plan and time schedule for facility plant improvements required to accomplish nitrogen removal and comply with the effluent water quality limit. The report shall be certified with the signature and stamp of a California licensed professional PE, PG, CEG, or a CHG.
- Shall include a statement by the Discharger, or an authorized representative of the Discharger, certifying under penalty of perjury under the laws of the State of California, that the report is true, complete, and accurate.

### **3. Objective**

This technical report constitutes the WP&TS for the Study. The WP&TS outline the methodology, steps, and procedures of how the Study will be performed and coordinated.

### **4. Work Plan**

The following sections outline the work plan for completing the Study.

## **4.1 Practicability of 10 mg/L Total Nitrogen Effluent Limitation**

The existing WWTP discharge averaged 22 mg/L total nitrogen from January 2011 through December 2015.

### **4.1.1 Approach**

The Study will gather available data on the existing WWTP equipment, site conditions and historical water quality information. Common treatment technologies will be evaluated against the immediate and long-term needs of the City. As part of the evaluation, it will be determined which elements of the existing treatment train can be reused.

The City anticipates a demand for recycled water for irrigation purposes in the near future. Based on a conversation between City staff and Regional Board staff on November 2, 2016, it may be possible to treat to a nitrogen concentration that is higher than the proposed 10 mg/L nitrate level since plants will absorb some of the nitrogen. As part of the Study, it will be determined if treating to different levels of nitrogen removal is feasible and/or practical, since the City is also interested in using some of the discharge for groundwater augmentation during low-demand times of the year. If found to be feasible, an agronomics study will be conducted to justify treating for total nitrate to a concentration higher than the proposed 10 mg/L limit, only for water intended for irrigation purposes.

### **4.1.2 Data Collection and Literature Review**

At a minimum, data collection will include WWTP as-built drawings, O&M manuals, condition assessment reports for existing equipment, previous treatment technology evaluations, influent and effluent water quality data, groundwater monitoring data, pre-treatment program information, fertilizer application rates from anticipated recycled water customers, and recommendations from the City of Banning's Integrated Master Plan for Water, Wastewater, and Recycled Water, anticipated to be completed in the first quarter of 2018.

### **4.1.3 Evaluation of Treatment Alternatives**

A previous evaluation of treatment technologies was completed on behalf of the City as part of the effort that resulted in 90% design plans and specifications for a 1.5 MGD water reclamation facility that would have produced recycled water. The previous evaluation, titled "Technical Memorandum 4 – Major Treatment Process Evaluation", was completed in 2007 by Parsons and is included in this report as Attachment 3.

The previous evaluation only considered treatment of 1.5 MGD, rather than the entire 3.6 MGD rated capacity of the WWTP. The proposed Study will need to make adjustments as needed to ensure treatment of the entire 3.6 MGD rated capacity. Furthermore, any advances in treatment technologies and change in the cost of procuring the various equipment and materials will be considered. Computer modeling and optimization of the top-rated wastewater treatment process will be conducted to refine estimates for O&M costs and effluent water quality.

A re-evaluation of existing equipment that was identified to remain in service will be completed. To this end, a condition evaluation completed in 2013 of existing equipment will be used, with any additional changes in condition identified through interviews with operations staff. The 2013 WWTP Condition Evaluation, completed by Zw3, Inc., is included as Attachment 4.

Alternative plans for minimizing nitrogen contribution from municipal sources will be evaluated. The alternative plans will include a description of nitrogen sources and alternative means of control as well as cost in dollars per ton of nitrogen removed from discharge.

#### **4.1.4 Report**

The report will determine the practicability of a 10 mg/L total nitrogen limitation for the discharge of the WWTP. If a 10 mg/L effluent limit is not determined to be practicable, the report will include additional information, as required by section F.2.b.ii of the Board Order:

- 1) The impact of the proposed nitrogen input of each alternative on the beneficial uses of the groundwater in terms of tons per year and concentration;
- 2) Costs per ton of nitrogen removed from discharge of each alternative plan;
- 3) Capability of minimizing nitrogen discharge;
- 4) A proposed value for the practical incremental increase; and
- 5) A justification for the proposed practical incremental increased value.

The report will recommend a treatment alternative and provide estimated effluent water quality data based on computer modeling.

## **4.2 Effects of Discharge on Beneficial Use of Receiving Groundwater**

Discharge from the WWTP is within the San Gorgonio Hydrologic Unit (SGHU). The beneficial uses of groundwater in the SGHU include municipal supply, industrial supply, and agricultural supply as identified in Finding 19 of the Board Order.

### **4.2.1 Approach**

The Study will gather available historical data and account for the quantity of treated wastewater that will be diverted for recycled water irrigation purposes. Additionally, the City will build upon the recommendations of the Integrated Master Plan, anticipated to be completed in the first quarter of 2018, for identifying potential recharge locations that may be located in more than one hydrologic sub-unit, albeit all within the SGHU.

Additional investigations will be undertaken, if identified during the course of the Study, to provide a comprehensive evaluation of the effects of discharge on the beneficial use of receiving groundwater.

### **4.2.2 Data Collection and Literature Review**

Data collection and literature review will include at a minimum: groundwater quality and depth information from City of Banning municipal wells, USGS monitoring wells, and the San Gorgonio Pass Water Agency (CASGEM monitoring entity); influent and effluent

water quality data for the WWTP; effluent quantity and growth projections as provided by the Integrated Master Plan; location of existing and planned municipal wells in the vicinity of percolation/recharge ponds; quantity of treated water anticipated to be diverted for recycled water irrigation purposes as determined by the Integrated Master Plan; and anticipated effluent water quality based on simulations of the recommended treatment technology identified in the report referenced in section 4.1.4 herein.

#### **4.2.3 Additional Investigations**

Additional sampling for water quality may be required in hydrologic subunits that have not previously received discharge from the WWTP to establish adequate background water quality data. The necessity of additional sampling will be determined after a review of existing information.

#### **4.2.4 Report**

The report will determine the effects of discharge on the beneficial use of receiving groundwater including a description of the wastewater discharge, receiving groundwater, quantity, and nitrogen load. The Regional Board reasons that some degradation of groundwater from the discharge to evaporation/percolation ponds is consistent with State Water Board Resolution 68-16 provided that the degradation: is confined to a reasonable area; is minimized by means of full implementation, regular maintenance, and optimal operation of best practicable treatment or control (BPTC) measures; is limited to waste constituents typically encountered in domestic wastewater; and, does not result in the loss of any beneficial use as prescribed in the Basin Plan, or violation of any water quality objective. All of these elements will be discussed in the report.

#### **4.3 Final Recommendations and Technical Report**

As required by Special Provisions section F.2, by June 30, 2020, a final technical report that includes recommendations and conclusions will be submitted to the Regional Board. The report will summarize the findings of the Study and include a tentative work plan and time schedule for facility plant improvements required to accomplish nitrogen removal and comply with the effluent water quality limit, if the new effluent limit of 10 mg/L is found to be practicable. The report will be certified with the signature and stamp of a California licensed professional PE, PG, CEG, or a CHG.

### **5. Time Schedule**

After submittal of this WP&TS, the City anticipates the Regional Board will review and provide comments before it is finalized and approved. Once approved, the City will start the process of requesting proposals from qualified firms to perform the Study. After selection, it takes the City approximately three months to award the contract and for full execution of the agreement. Kickoff for the Study is anticipated in Summer 2018. A detailed Gantt chart schedule is included as Attachment 5.

A final, combined Technical Report is anticipated by the end of December, 2019. This proposed schedule is six months ahead of the deadline for submittal of June 30, 2020 as

specified in section F.2 of the Board Order. If any unanticipated problems arise, there should be adequate time to make necessary corrections to the work plan and remain on target to meet the schedule requirements.



**ADDENDUM NO. 1**  
**REQUEST FOR QUALIFICATIONS**

**FOR**

**NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW**

**RFQ No. 18-022**

**PUBLIC WORKS DEPARTMENT**

**CITY OF BANNING**

**RFQ Released on June 15, 2018**

**Addendum #1 Issued July 12, 2018**

**The referenced document has been modified as per the attached Addendum No. 1**

**Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced RFQ as though fully set forth therein.**

**Any questions regarding this addendum should be submitted online through Planet Bids.**

RFQ Schedule Modification in red:

A Pre-Proposal Meeting will be held on July 31, 2018 at **10:00 a.m. 3:00 p.m.** at **the City of Banning Wastewater Treatment Plant: 2242 E. Charles St, Banning, CA 92220** ~~99 E. Ramsey St., Banning, CA 92220~~ to discuss the Scope of Work and project expectations. Attendance of the pre-proposal meeting is **not mandatory**.

---

*All other provisions of the request for qualification shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.*

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip



**ADDENDUM NO. 2**  
**REQUEST FOR QUALIFICATIONS**

**FOR**

**NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW**

**RFQ No. 18-022**

**PUBLIC WORKS DEPARTMENT**

**CITY OF BANNING**

**RFQ Released on June 15, 2018**

**Addendum #1 Issued July 12, 2018**

**Addendum #2 Issued August 1, 2018**

**The referenced document has been modified as per the attached Addendum No. 2**

**Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced RFQ as though fully set forth therein.**

**Any questions regarding this addendum should be submitted online through Planet Bids.**

RFQ SPECIFICATION MODIFICATIONS (In Red):

4. PROPOSAL FORMAT GUIDELINES

Interested entities or Consultants are to provide the City of Banning with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, including transmittal letter ~~and resumes of key people~~, but excluding resumes of key people, Index/Table of Contents, tables, charts, graphic exhibits and required City forms. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

Insurance Requirements Updated Insurance Requirements downloaded.

---

*All other provisions of the request for qualification shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip



**ADDENDUM NO. 3  
REQUEST FOR QUALIFICATIONS**

**FOR**

**NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW**

**RFQ No. 18-022**

**PUBLIC WORKS DEPARTMENT**

**CITY OF BANNING**

**RFQ Released on June 15, 2018**

**Addendum #1 Issued July 12, 2018**

**Addendum #2 Issued August 1, 2018**

**Addendum #3 Issued August 10, 2018**

**The referenced document has been modified as per the attached Addendum No. 3**

**Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced RFQ as though fully set forth therein.**

**Any questions regarding this addendum should be submitted online through Planet Bids.**

## CHANGES TO SCOPE OF WORK

The City of Banning will have as its first customer of recycled water the Sun Lakes Golf Course, at the west end of the City, which overlies the Beaumont Groundwater Basin. This Basin is under the jurisdiction of the Santa Ana Regional Water Quality Control Board, which has set Maximum Benefit limits of 330 mg/L TDS and 5 mg/L nitrate-nitrogen (taking the nitrogen loss coefficient into consideration). For reference, the applicable Resolution No. R8-2014-0005 will be provided with this Addendum No. 3. Only the Beaumont Groundwater Management Zone sections apply to the City of Banning. The City will be allowed to use a 10-year running average to demonstrate compliance and other sources of water, such as residential irrigation with potable water, recharged imported water, and additional stormwater capture can be used in the blending calculation. The City would like assistance in setting up a spreadsheet to track the balance of TDS and nitrate-nitrogen, to be presented to the Regional Board for their review and approval to facilitate the use of recycled water for irrigation of the Sun Lakes Golf Course.

To accommodate this task, revise the following:

### 3. SCOPE OF WORK

*Add*

#### Optional Task 2

Create a Spreadsheet in Excel format to track TDS and Nitrate-Nitrogen on a 10-year running average. 10 years of data for past discharges over the Beaumont Basin and imported water (SWP) quantity and quality used for recharge will be made available. Expected water quality from the upgraded WWTP shall be used to demonstrate to the Regional Board the feasibility of using recycled water for irrigation over the Beaumont Basin while maintaining compliance with Maximum Benefit objectives.

### COST FILE

*Add*

Task No. 9 – Optional – TDS and Nitrate-Nitrogen Tracking Spreadsheet

## ADDITIONAL DOCUMENTS PROVIDED

**EXHIBIT 3A** – Select Pages From O&M Manual

EXHIBIT 3B – 2017 Annual Report to RWQCB

EXHIBIT 3C – Updated Process Flow Diagram

EXHIBIT 3D – Picture - Underground Piping for Trickling Filter Recirculation Structure

EXHIBIT 3E – Picture - Above Ground Piping for Trickling Filter Recirculation Structure

**EXHIBIT 3F** – Resolution No. R8-2014-0005 – Refer to Beaumont GMZ section only

## SUMMARY OF Q&A FROM OPTIONAL PRE-PROPOSAL MEETING

### 1. Is there flexibility to the schedule in the approved Work Plan?

The City chose to use the full timeline afforded by the Regional Board, but is not opposed to an expedited schedule. Also, the City has a strong emphasis on determining the best technology to use for the WWTP upgrade as soon as possible, then completing other studies and reports later.

This will allow the design of such upgrades to commence (as a separate project) as early as January 2019.

- 2. Are there any special considerations for discharge of recycled water over any of the groundwater basins?.**

The Beaumont Basin, on the west side of the City, has the strictest TDS and Nitrate limits. Although the City of Banning falls under the jurisdiction of the Colorado River RWQCB, the Santa Ana RWQCB has direct input on discharges over the Beaumont Basin. Currently the Beaumont Basin is operating under Maximum Benefit limits of 330 mg/L TDS and 5 mg/L nitrate-nitrogen (taking the nitrogen loss coefficient into consideration). Resolution No. R8-2014-0005 with additional information will be included in Addendum No. 3. Note that the City would need to comply with a 10-year running average for these limits, not instantaneous. The City imports and pays for recharge of SWP water into the Beaumont Basin, which can be used in the calculation.

- 3. What is the electric utility in the area?**

The City of Banning owns and operates its own electric utility.

- 4. Does the City expect to replace the trickling filters right away or keep them in service until the end of their service life?**

The City would like to keep them in service if feasible, and over time transition all flows to the new treatment train. However, if operationally/financially it is not worthwhile, the City is not opposed to decommissioning the trickling filters in the near future. Available land is plentiful at the WWTP, therefore space is not a constraint and the trickling filters could be kept in operation while the new treatment system is constructed somewhere adjacent, possibly the empty lot to the west of the existing WWTP, which is also owned by the City of Banning.

#### ANSWERS TO QUESTIONS RECEIVED THROUGH PLANET BIDS

- 1. I see in the details that the estimated bid value is \$250,000. Does this include the optional task of completing a Salt and Nutrient Management Plan (SNMP)? How much is expected to be allocated to the SNMP?**

The estimate does not include the optional task of completing a SNMP. As a detailed scope has not been developed for that optional task, there is no cost estimate at this time.

- 2. City RFQ 18-022 Cost File” listed Task 1 through 8 and the fee proposal shall be “Not to exceed”, is it lump sum price or time and material? Does city require consultant billing rate and associated hours on each task?”**

In the sample Professional Services Agreement provided with the RFQ documents, refer to Article 2. Compensation and Method of Payment, second paragraph 2.2 Method of Compensation. This contract will use method (ii) payment in accordance with specified tasks or the percentage of completion of the services. Billing rates and hours associated with each task are required to be submitted as part of the price proposal.

- 3. Do you have a master plan or flow data for recycle water for non-potable irrigation?**

An Integrated Master Plan for Water, Wastewater and Recycled water was completed in early 2018 and adopted by City Council on July 10th, 2018. The document is available from the City of

Banning website, on the Public Works Department page, under Water/Wastewater. The Master Plan and appendices can also be accessed using the following urls:  
<http://ci.banning.ca.us/DocumentCenter/View/5666/Final-Banning-Integrated-Master-Plan-revision-11>  
[http://banning.ca.us/DocumentCenter/View/5580/Final-Banning-Integrated-Master-Plan\\_APPENDICES](http://banning.ca.us/DocumentCenter/View/5580/Final-Banning-Integrated-Master-Plan_APPENDICES)

**4. What is your budget for RFQ 18-022 Nitrogen Removal Feasibility Study"?"**

There is no set budget, only a preliminary estimate of \$250,000.

**5. What is the correct T-N discharge concentration? There are two different discharge averaged T-N data; 1) 22 mg/L T-N in page 5 of Work Plan and Time Schedule, 2) 29 mg/L T-N in page 2 of Board Order R7-2016-0015 in RFQ document set.**

29 mg/L Total Nitrogen is correct, as stated in the Board Order. 22 mg/L stated in the Work Plan is an error.

**6. In the Attachment B, Process Flow Diagram, where does primary settling tank effluent go? It looks like going to trickling filter recirculation station, not to trickling filter. Also trickling filter effluent heads to the recirculation station. Are they mixed in the recirculation station? If correct, the mixed water is transferred to final settling tank?**

The trickling filter recirculation station is shown as a single rectangle in the process flow diagram, and it appears to be a single structure at first glance. However, in actuality it is comprised of underground piping in a vault that carries the primary effluent to the trickling filters, and a separate holding chamber open to atmosphere that receives the trickling filter effluent. A portion of the trickling filter effluent does get pumped by the recirculation station from the holding chamber back up to the trickling filters, with the remainder going to the secondary clarifiers. There are check valves in place to prevent the primary effluent from short-circuiting into the trickling filter effluent holding chamber.

**7. How level TSS is allowed to feed to trickling filter to protect media clogging problem?**

Media clogging has not been an issue and therefore O&M staff has not had to take any measures to limit TSS. It is unknown at this time what the practical limit of TSS would be before clogging becomes a problem.

**8. What is a design flow capacity either 3.6 MGD which is design capacity or 2.07 MGD which is average discharge capacity?**

The feasibility study should look at treating the rated capacity of the plant, which is 3.6 MGD. Rapid growth is anticipated in the near future, with 80% of the rated capacity reached sometime around 2026, according to projections in the latest Integrated Master Plan.

**9. What is a current recirculation rate in trickling filter to produce 22/29 mg/L T-N?**

The two recirculation pumps are running at their capacity, which is 450 gpm each. Flows from the primary effluent are evenly split between the two trickling filters.

**10. What is a maximum hydraulic flow capacity in the trickling filters? (e.g. 3.6 MGD for design capacity, 7.2 MGD for 2 times of design capacity or 11 MGD for 3 times of design capacity) I'd like to make sure how much flow rate is allowed in the filters since a recycle flow**

**including enriched nitrate from trickling filter effluent enters to trickling filter after anoxic reactor for denitrification.**

Maximum hydraulic capacity of trickling filter No. 1 is 4,500 gpm. Maximum hydraulic capacity of trickling filter No. 2 is 5,800 gpm. Select pages from the O&M manual with additional information on the trickling filters and related equipment will be included in Addendum No. 3.

**11. Could the City please post any meeting minutes from the pre-proposal meeting?**

No meeting minutes were created for the optional pre-proposal meeting. Key questions and answers from the meeting will be summarized in Addendum No. 3.

**12. Could the City please provide the Integrated Master Plan", as described in the Work Plan and Time Schedule?"**

The document is available from the City of Banning website, on the Public Works Department page, under Water/Wastewater. The Master Plan and appendices can also be accessed using the following urls:

<http://ci.banning.ca.us/DocumentCenter/View/5666/Final-Banning-Integrated-Master-Plan-revision-11>

[http://banning.ca.us/DocumentCenter/View/5580/Final-Banning-Integrated-Master-Plan\\_APPENDICES](http://banning.ca.us/DocumentCenter/View/5580/Final-Banning-Integrated-Master-Plan_APPENDICES)

**13. Could the City please provide available, recent (post 2015) influent and effluent water quality data? This could include water quality reports to the Regional Board.**

Annual Report for 2017 will be included as part of Addendum No. 3.

**14. City RFQ 18-022 Cost File" listed Task 1 through 8 and the fee proposal shall be "Not to exceed"; is it lump sum price or time and material? Does the City require consultant billing rate and associated hours on each task?"**

In the sample Professional Services Agreement provided with the RFQ documents, refer to Article 2. Compensation and Method of Payment, second paragraph 2.2 Method of Compensation. This contract will use method (ii) payment in accordance with specified tasks or the percentage of completion of the services. Billing rates and hours associated with each task are required to be submitted as part of the price proposal.

**15. Shall the new system meet 2 NTU (equivalent to 3-5 mg/L TSS) for recycled water regulated in Title 22 even though TSS limitation currently is 30 mg/L?**

Recycled water produced by the WWTP will need to meet Title 22 regulations. However, not all tertiary treated wastewater will need to be recycled water right away. Demand for recycled water is anticipated to grow over time, as described in the Integrated Master Plan. Whatever portion of the tertiary treated water is not used for non-potable irrigation will continue to be discharged into the evaporation/percolation ponds. At some point in the future, the City is interested in recharging other basins to the west of the WWTP, as described in the Integrated Master Plan. That water is anticipated will be treated to Title 22 standards.

**16. Shall the new system meet 2 NTU (equivalent to 3-5 mg/L TSS) for recycled water regulated in Title 22 even though TSS limitation currently is 30 mg/L?**

Recycled water produced by the WWTP will need to meet Title 22 regulations. However, not all tertiary treated wastewater

**17. Does the City have a master plan or flow data for recycle water for non-potable irrigation?**

An Integrated Master Plan for Water, Wastewater and Recycled water was completed in early 2018 and adopted by City Council on July 10th, 2018. The document is available from the City of Banning website, on the Public Works Department page, under Water/Wastewater. The Master Plan and appendices can also be accessed using the following urls:  
<http://ci.banning.ca.us/DocumentCenter/View/5666/Final-Banning-Integrated-Master-Plan-revision-11>  
[http://banning.ca.us/DocumentCenter/View/5580/Final-Banning-Integrated-Master-Plan\\_APPENDICES](http://banning.ca.us/DocumentCenter/View/5580/Final-Banning-Integrated-Master-Plan_APPENDICES)

**18. Please provide water quality of raw wastewater and primary clarifier effluent for BOD, COD, TSS, TN, NH3-N, TP, PO4-P.**

Available water quality data for raw wastewater (influent to the headworks) and primary clarifier effluent, is presented in the Annual Report to the Regional Water Quality Control Board. The 2017 Annual report will be included as part of Addendum No. 3.

**19. What is the current recirculation rate in trickling filter to produce 22/29 mg/L TN in the effluent?**

The two recirculation pumps are running at their capacity, which is 450 gpm each. Flows from the primary effluent are evenly split between the two trickling filters.

**20. What is the correct TN discharge concentration? There are two different effluent TN data; 1) 22 mg/L TN in page 5 of Work Plan and Time Schedule, 2) 29 mg/L TN in page 2 of Board Order R7-2016-0015 in RFQ document set.**

29 mg/L Total Nitrogen is correct, as stated in the Board Order. 22 mg/L stated in the Work Plan is an error.

**21. Our firm has the following exceptions to the City's Professional Services Agreement. The basis for both exceptions, see attached, is that the clauses involved undermine our Professional Liability Insurance coverage. Perhaps more importantly to the City, we believe it is not in the City's best interests to undermine Professional Liability Insurance coverage. Please respond if the City will modify the agreement accordingly.**

Exceptions to the City's template can be negotiated after Notice of Award with approval from the City Attorney. List your exceptions in your proposal to reflect the modifications your company will require.

---

*All other provisions of the request for qualification shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

# **ATTACHMENT 4**

Proposal from  
Montrose Environmental



**Proposal for City of Banning  
Nitrogen Removal Feasibility Study**

*August 17, 2018*



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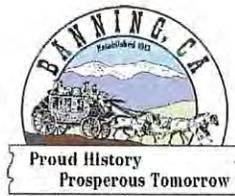
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**REQUEST FOR PROPOSAL**

**18-022 – Nitrogen Removal Feasibility Study, Project No. 2018-03WW**

**VENDOR APPLICATION FORM**

TYPE OF APPLICANT:         NEW             CURRENT

VENDOR Legal Contractual Name of Corporation: ES Engineering Services, LLC

Contact Person for Agreement: Joon Min

Corporate Mailing Address: 1 Park Plaza Suite 1000

City, State and Zip Code: Irvine, CA 92614

E-Mail Address: JMin@es-online.com

Phone: 714-919-6500                      Fax: 714-632-9968

Contact Person for Proposals: Joon Min

Title: Vice President Global Water Practice        E-Mail Address: JMin@es-online.com

Business Telephone: 714-919-6500        Business Fax: 714-632-9968

Is your business: (check one)

NON PROFIT CORPORATION         FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION                       LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL                       SOLE PROPRIETORSHIP

PARTNERSHIP                       UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Vjay Manthripragada</u>	<u>President</u>	<u>949-988-3500</u>
<u>Jose Revuelta</u>	<u>Vice President</u>	<u>949-988-3500</u>
<u>Allan Dicks</u>	<u>Treasurer</u>	<u>949-988-3500</u>
<u>Nasym Afsari</u>	<u>Secretary</u>	<u>949-988-3500</u>
_____	_____	_____

Federal Tax Identification Number: 46-4195044

City of Banning Business License Number: N/A

(If none, you must obtain a Banning Business License upon award of contract.)

City of Banning Business License Expiration Date: N/A

August 17, 2018

Mr. Luis Cardenas, P.E.  
Senior Civil Engineer, Water and Wastewater  
99 E. Ramsey Street  
Banning, CA 92220



ES Engineering Services  
10000 Park Plaza, Suite 1000  
Irvine, CA 92614  
1 714 919 6507  
1 714 918 6501

SUBJECT: PROPOSAL FOR NITROGEN REMOVAL FEASIBILITY STUDY

Dear Mr. Cardenas:

Presented herein is our proposal to provide engineering services for the subject project. This proposal is based on the Request For Proposal (RFP) dated June 15<sup>th</sup>, 2018, our field visits of the WWTP, and discussions with City staff to better understand the project requirements.

This proposal pertains to the evaluation of wastewater treatment technologies to demonstrate the feasibility of complying with the Regional Water Quality Board Order for effluent total nitrogen discharge from the City of Banning's wastewater treatment plant. The project will evaluate the practicability for the City to achieve 10 mg/L total nitrogen effluent limitation and to study the impact the discharge has on the beneficial uses of the receiving groundwater. The project will ensure the proposed treatment system will comply with Title 22 requirements for non-potable reuse water, while optimizing the treatment process to minimize capital and operating expenses, environmental impacts, and community impacts. Our proposal offers innovative and cost-effective solutions to meet the City's needs expeditiously. The project also includes the option for the development of a Salt and Nutrient Management Plan and the creation of a TDS and Nitrate tracking spreadsheet for the City to utilize in regulatory reporting.

Our proposal addresses all the tasks listed in the City's RFP. In addition, our team has the unique combination of technical expertise, experience gained from numerous projects with similar goals, human resources and record performance to successfully complete this project within the proposed timeline and budget. Our proposal and team offer the following differentiators:

- **WASTEWATER EXPERTISE** – Our team consists of experts in all fields that are related to this project, including process evaluation, design, biological nutrient removal, membrane treatment technology, water reuse, Title 22 compliance, effects of irrigation on groundwater, groundwater chemistry, cost estimates, and coordination with the state agencies. Each team member brings subject matter expertise with construction, operation, and implementation in mind.
- **CREATIVE SOLUTIONS FOR COST CONTROL** – We bring innovative, out of the box thinking to the process, design, and construction phasing. This approach helps our clients to significantly reduce project cost without compromising on the quality of the delivered project. As an example, we are evaluating to extend the side wall of the existing Trickling Filter for aeration basin without building new tanks as shown on the cover photo.
- **EFFICIENT DESIGN FOR SCHEDULE CONTROL** – In addition to our process expertise, our team brings the most economical design production team comprised of design manager, CAD manager, and design engineers that have been working together on a number of projects. Our recent design proposal for a local client was much more than 40% lower in design cost than other qualified teams due to our core understanding of the process without learning on the job, and efficient design production team that provided 3D design. The City used this design package for funding application.

- *ESTABLISHED NETWORKS* – With our strong networks with existing and extensive networks of collaborators, technology providers, and regulators that will help limit pitfalls and deliver a thorough project in a timely manner as well as negotiating the equipment cost. We have worked with representatives of the State Water Resources Control Board (SWRCB) for other projects, and we already have a good working relationship with Ms. Cindy Li. Knowing Cindy will facilitate discussions and acceptance of the proposed treatment technology for the City.
- *FUNDING OPPORTUNITIES* – We have extensive experience securing funds from the State of California via various funding opportunities (Proposition 1, Proposition 50, State Revolving Loans, etc.) and using State-approved applications such as the Financial Assistance Application Submittal Tool (FAAST). In addition, we can provide design build, design build finance and operate, and alternative public private partnership (P3) project delivery options so that the capital improvement budget impact is minimum to the City.
- *PLANT OPERATION* – One of the strongest sectors that our team provides is a contract operation with state certified operators. Recognizing that the City has a limited number of wastewater treatment operators, such capability will definitely help gain recognition of the data collected during this project not only the design component but also potential future operations contract for the facility.
- *ANALYTICAL CAPABILITY* –Enthalpy Analytical, a sister company within Montrose family of business, is a certified laboratory by the Environmental Laboratory Accreditation Program, ELAP. For our client, they offer discounted, expedited analytical services with 5 days of turnaround time rather than typical 2 weeks with certified results to help provide data validation at no additional cost. These analytical capabilities, if needed, will provide feedback to the project which will be critical to keep the project on track without delays while providing substantial cost savings to the City.

This project will be led by Joon Min, Vice President of Global Water Practice with ES Engineering Services located in the Montrose Environmental Group's headquarter at 1 Park Plaza, Irvine, CA 92614. The main phone number is 714-919-6500, and the primary contact phone number for the PM is 949-400-3458.

We appreciate the opportunity to submit this proposal and look forward to being of service with our subject matter experts on nitrogen removal, process design and selection, water chemistry, and water reuse. We are committed to provide a focused attention to this project with the responsiveness and attention to details needed to assist the City with this challenging project.

If you have any questions, please do not hesitate to contact us. The proposal price will be valid for a period of 180 days from the date of this submission.

Respectfully submitted,  
ES ENGINEERING SERVICES, LLC



Joon Min, PhD  
Vice President of Global Water Practice

## **1. BACKGROUND AND PROJECT SUMMARY**

### **1.1 OVERVIEW**

The City of Banning (City) owns a Wastewater Treatment Plant (WWTP) located at 2242 East Charles Street, Banning, California. The WWTP has a design treatment capacity of 3.6 MGD and currently discharges approximately 2.07 MGD into 10 unlined evaporation/percolation ponds that permeate into the groundwater of the San Gorgonio Hydraulic Unit. Groundwater from this basin is used for municipal, industrial, and agricultural supply.

The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and the evaporation/percolation ponds. Untreated wastewater flows to the preliminary treatment system, which consists of a mechanical bar screen, compactor, grit removal system, and cyclone separator. Wastewater from the preliminary treatment system flows to two primary clarifiers and is then pumped to two trickling filters. The effluent from the trickling filters flows to the two secondary clarifiers and then to the chlorine contact chamber, which is currently used as a holding tank for the final effluent water sampling and discharge to the evaporation/percolation ponds.

### **1.2 PREVIOUS EFFORTS**

In 2007, the City contracted Parsons to evaluate treatment technologies for a 1.5 MGD water reclamation facility for the production of recycled water. Treatment alternatives included oxidation ditch, conventional activated sludge, and membrane bioreactor (MBR). The purpose of the evaluation was to determine the best option to comply with future Title 22 permit requirements for the beneficial reuse of recycled water. It was determined that the MBR was the best option and Parsons completed 95% design and specifications of a 1.5 MGD water reclamation facility (WRF). The City decided the new WRF should be sized to 3.6 MGD instead of 1.5 MGD due to the projected growth in the area.

### **1.3 REGIONAL WATER QUALITY CONTROL BOARD ORDER**

On June 30, 2016, the California Regional Water Quality Control Board adopted Board Order R7-2016-0015, which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and TDS. According to the USEPA, the maximum contaminant level (MCL) for Nitrate plus Nitrite as Nitrogen is 10 mg/L. For the purposes of this evaluation, it is assumed all nitrogen available converts to nitrate/nitrite so Total Nitrogen (TN) is used as the measurement of concern. The WWTP currently discharges an average of 29 mg/L TN. No significant degradation to the groundwater quality is expected due to pathogens or TDS.

The goal of this study is to conduct a nitrogen removal analysis and summarize the findings in a technical report that provides a workplan and time schedule for the installation and implementation of nitrogen removal treatment alternatives. The final technical report is required to be submitted to the Regional Control Board by June 2020.

### **1.4 AQUATIC CONCERN OF NITROGEN**

Groundwater is one of the main drinking water sources for the City of Banning and Southern California. One of the serious problems that affects the quality of region's groundwater is the leaching of nutrients from the soil. Nitrogen easily percolates into the groundwater via rainwater recharge, irrigation water carrying excess fertilizers, and untreated sewage or septic leaching. If nitrogen concentrations in the drinking water are above the regulated MCL, serious human health effects have been shown particularly in infants below the age of six months. Additionally, high nitrogen concentrations can form harmful disinfection byproducts when contaminated water is combined with chlorine for disinfection. Our proposed treatment alternatives will undergo complete denitrification so that effluent nitrogen will not pose serious human health effects.

### **1.5 TITLE 22 RECYCLED WATER FOR NON-POTABLE IRRIGATION**

Water recycling has been proven to be effective and successful in creating a new and reliable water supply without compromising public health. Non-potable reuse is a widely accepted practice and is used to accommodate the needs of the growing water supply demand. Although the initial capital costs for the construction of these systems can be expensive, water recycling is a sustainable approach and is cost-effective for long term applications.

The City is interested in utilizing WWTP effluent for beneficial water recycling for non-potable purposes such as agriculture, landscape, public parks, and golf course irrigation. According to the average WWTP effluent data from 2011 – 2015, wastewater effluent does not comply with California's Title 22 Code of Regulations concerning the use of recycled water. To comply with Title 22 requirements, the effluent must not exceed 10 mg/L of TN and 2 NTU. The WWTP currently discharges 29 mg/L NO<sub>3</sub>-N (TN) and 21 mg/L TSS (equivalent to 8 – 14 NTU). The City will be required to improve the removal efficiency of the existing WWTP to comply with the TN and turbidity requirements. Our team has significant experience in meeting Title 22 recycled water guidelines including spearheading two conditional acceptance projects approved by the Water Board for the Los Angeles County Sanitation District. These two acceptance letters are provided in Appendix H.

## **2. METHODOLOGY SECTION**

### **2.1 IMPLEMENTATION PLAN**

**Management Strategy:** We have assembled a team of professionals unique to this scope of service. All services go through Joon Min, who is locally available to meet with the City. He will coordinate all tasks with the task leaders for treatment evaluation to achieve 10 mg/L TN effluent and the effects of water reuse discharge on groundwater to create a seamless approach. ES implements an aggressive approach to the evaluation and preliminary design of wastewater treatment systems for non-potable reuse. This thorough approach, proactively engaging all team members internally, and reaching out to stakeholders to build consensus is an important part of avoiding "no surprises". We make sure that we address all necessary steps are taken early on. The most important is our interaction with the client to fully understand the needs and also adapt to changes as the project moves forward. The management team works efficiently to provide experienced leadership and improve the management of materials and resources.

The underlying philosophy of good management is that people want to be productive. ES has a single point of contact that facilitates this attitude of better job planning, organization, and coordination. We plan and carefully schedule work activities to improve efficiencies.

Beyond the internal management of our own operation, our team will be part of the City's management staff. The Project Manager reports directly to the City's designated liaison and is responsible for quality of the feasibility study, design accountability, fiscal accountability, customer service, staff, and plant and community safety.

**Safety:** In addition, the need for advanced job safety is critical to the project, as well as to the well-being of the general public. OSHA compliance programs, training programs, and supervisory policies are written to enhance the employee's awareness of dangers on and off the job. These programs and policies are constantly updated. ES strives to make the work-place safe for clients, our employees and visitors to our sites. Safety is our priority and we use PURESAFETY for on-going safety training and certification

As an effort to maintain a non-biased approach, ES creates standard safety procedures (SSP) for each individual plant. ES will create SSP's in order to address the following: Personal protective equipment, Lock out/tag out, Confined space entry, Chemical handling, Hazard communication, Fire protection, Personal hygiene, OSHA reporting, Training requirements, Scheduled practice activities and drills will be incorporated where appropriate.

**Customer Service:** Customer service is the backbone of any project design or water system operation. ES anticipates the need to interface with a variety of individuals and City's staff during the evaluation of the wastewater treatment system. ES has detailed the plan for these communications below.

*Client Communication* - ES's Project Manager will represent ES on a day-to-day basis and will be fully accountable for the delivery of service to the City's Project Manager and will communicate directly with the appropriate staff.

*Regulatory Agencies* - ES's Project Manager will establish regular lines of communication with City's staff and if desired with appropriate local, state, and federal regulatory agencies. We are proud of our excellent working relationships with regulatory agencies and routinely communicate with regulatory agencies on behalf of clients.

*Reporting* - Constant communication and sharing of information is crucial to the successful engineering evaluation of the wastewater system. ES provides formal, written communication reports. Additionally, ES provides informal, oral reports as needed.

## **2.2 DESCRIPTION OF EFFORTS**

The project team is committed to provide the level of details and attention needed to assist the City with all necessary scope of work for the project. With our expertise on all tasks related to the proposed project, our resources will be used to take the lead in making this a successful project rather than using the hours to "learn on the project". Many of our key team members have worked closely since the late 1990s, and such team work will provide client satisfaction and project requirements of the tasks proposed.

The project team has reviewed the RFP and has summarized the services required for the City's Nitrogen Removal Feasibility Study Project.

### **2.2.1 Preliminary Screening of Treatment Alternatives**

Based on the experience of our team, we have developed a preliminary list of viable treatment technologies that have been proven to comply with the nitrogen removal requirements identified in the RFP and Title 22 requirements. General information and illustrations for each alternative is given below.

### **A. Activated Sludge for Denitrification**

In the activated sludge process, microorganisms are thoroughly mixed with organic compounds in wastewater that stimulate their growth to break down these organics. The conventional activated sludge process introduces oxygen via bubble aerators that supply oxygen for the organisms to oxidize organic compounds. The concentration of active biomass and inert solids is known as the mixed liquor suspended solids (MLSS) and is one of the driving parameters that dictate treatment performance. MLSS flows from the aeration tank to a secondary clarifier where the activated sludge is settled out and returned to the aeration tank. The process is controlled by wasting a portion of the microorganisms each day in order to maintain the proper number of microorganisms to efficiently oxidize BOD. For denitrification to occur, anoxic and aerobic zones are required. The most common method for denitrification requires an anoxic tank upstream of the aeration tank. It relies on the return of nitrate formed in the aerobic zone to the anoxic zone, where nitrate is used as the terminal electron acceptor in the absence of oxygen.

There are several processes to improve the treatment efficiency and operating costs of conventional activated sludge systems. Modeling software such as BioWin, ammonia-based aeration control, high speed blowers, and nutrient recovery are all methods currently utilized in the wastewater industry. Ammonia-based aeration control and high-speed blowers both improve the electrical efficiency of the WWTP thus reducing operational costs. Nutrient recovery of phosphorus or nitrogen can be used to generate fertilizers for sale to local farmers. We will evaluate the potential of these benefits if an activated sludge system is accepted.

### **B. Integrated Fixed-Film Activated Sludge (IFAS)**

IFAS systems, show in Figure 1, contain fixed media that promote growth of biofilm within conventional activated sludge systems. The process enables activated sludge systems to achieve high volumetric productivity without increasing mixed liquor suspended solids (MLSS) levels in the process. The IFAS system allows for greater density of nitrifying and denitrifying bacteria populations as they grow on the surface area of the media. The increase of biomass increases the treatment capacity of an existing basin. Fixed media contains surface areas ranging from 50 – 300 m<sup>2</sup>/m<sup>3</sup>. IFAS achieves increased process reliability under conditions of variable mixed liquor, solids retention, and organic loading rates. Since MLSS levels are lower in relation to treatment productivity, clarifier performance is optimized by reduction of the solids loading rate into the clarifier.



Figure 1. IFAS

### **C. Membrane Bioreactor (MBR)**

MBRs consist of a biological reactor with suspended biomass and solids separation by microfiltration or ultrafiltration membranes. There are two fundamental arrangements of MBRs: (1) integrated systems that

have membranes immersed in an activated sludge reactor, shown in Figure 2, and (2) separate systems that have a membrane module placed outside the reactor. Immersed MBRs typically use hollow fiber membranes that operate at lower pressures, readily accommodate variations in types of biosolids, concentrate biosolids without settling concerns, and have lower life-cycle costs. Separate systems are typically pressure driven and more prevalent for industrial applications. MBRs remove nitrogen similar to the activated sludge process for denitrification, but the return activated sludge flow is four times greater.



Figure 2. MBR Facility

#### D. Biologically Active Filter

BAF systems, shown in Figure 3, remove contaminants by three main mechanisms: biodegradation, adsorption, and filtration. Microorganisms attach to the filter media to create a biofilm that consumes organic matter. BAFs utilized for denitrification are fed a form of carbon (i.e. acetic acid, methanol) and use nitrate as an electron acceptor in place of oxygen. Granular activated carbon is often used as the media source to promote biofilm growth for the denitrifiers. BAF units are typically used as a polishing step after conventional treatment and are utilized to remove micropollutants and suspended solids. Addition of a BAF would enhance the removal of TN and TSS to ensure the WWTP meets Title 22 requirements.



Figure 3. BAF

#### E. Natural Treatment Systems

Natural treatment systems such as constructed wetlands, shown in Figure 4, are systems that promote the breakdown of contaminants via natural processes such as photodegradation, biological and chemical transformation, and physical removal mechanisms. Plant species, media types, and optimal operating parameters (water depth, hydraulic load, and retention time) are all crucial influencing factors to removal performance of constructed wetlands. The removal mechanisms for nitrogenous compounds in constructed wetlands are sedimentation, adsorption, volatilization, microbial uptake and transformation, and plant uptake. Nitrate is absorbed by plants and microbes and converted to biomass through assimilation, or it will undergo denitrification in the anaerobic zone in the bottom depths of the wetland. The highest rate of nitrogen removal is witnessed during the growing season where up to 3.3 g-N/m<sup>2</sup>-yr have been estimated for uptake by emergent wetland plants. Other applications have shown a 70% TN removal rate.

The City can retrofit unused percolation/evaporation ponds for constructed wetlands. The bulk of the capital costs are needed to perform earthwork and gradation to create wetland cells, purchasing of wetland vegetation, and installation of flow control structures. Effluent can be discharged via the remaining percolation ponds or connected to distribution lines for water reuse. Additionally, wetlands are less expensive to operate and maintain since mechanical equipment, energy, and skilled operator requirements are reduced compared to conventional treatment systems.

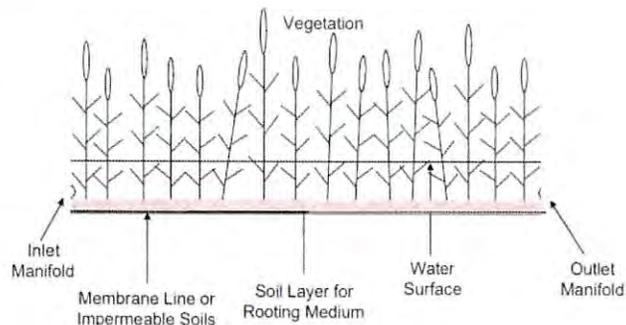


Figure 4. Constructed Wetland

#### F. Tertiary Filters

Tertiary filters such as disc or cloth media filters or pressurized sand filters are utilized as a last polishing step to reduce TSS concentrations below 5 mg/L, membrane pretreatment, and phosphorus removal. Disc filters are completely submerged in tanks and flow direction is dependent upon method of solids removal via settling, backwash, or reject. Disc filter footprints are very small compared to gravity sand filters and can typically fit 2 – 12 filters per basin.

Pressurized sand filters are in vertical or horizontal pressurized steel tanks. The media is usually sand, gravel, or anthracite, and is an effective technology to remove suspended solids. These systems can achieve effluent water quality below 0.5 NTU. For larger systems like WWTPs, a series of eight tanks would be used to polish the entire project flow to meet Title 22 requirements. The types of tertiary filters are shown in Figure 5.

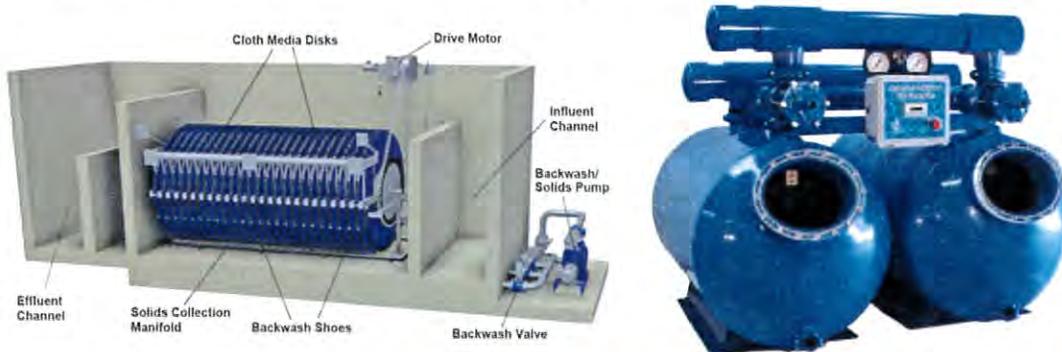


Figure 5. Example of Tertiary Filter

#### 2.2.2 Recommended Treatment Options for Evaluation

Based on our preliminary analysis, we predict the City will have several options to comply with Board Order R7-2016-0015. We recommend the following treatment alternatives should be studied in depth per the

proposal requirements. Every option was designed to at a minimum meet the 10 mg/L TN discharge limit at a flow of 3.6 MGD. Options 1, 2, and 4 will require tertiary filters to comply with Title 22 requirements for 2 NTU discharge. Additionally, Title 22 requires some level of disinfection prior to discharge. The City may disinfect via chlorination, UV, or ozone. Since the infrastructure is already in place for chlorination, we assume the City will use chlorination to comply with the disinfection requirements.

The existing raw water and primary clarifier effluent characteristics of the WWTP are shown in Table 1. These values were used for preliminary sizing of components associated with the treatment options. Design criteria for the existing trickling filters is shown in Table 2. Based on the condition assessment provided in Attachment 4 of the RFP, we assume the trickling filters are suitable to be retrofitted with the proposed secondary treatment option. We can install an EQ Basin to help with treating dry and wet weather flow, or to improve the treatment efficiency of any of the options listed below. This can be easily done by converting one of the existing evaporation/percolation ponds into an EQ Basin. The existing pond would need to be lined with a geotextile liner or clay to prevent seepage of raw wastewater. This option will be further evaluated during the treatment evaluation process.

Table 1: Water Quality Applied for Preliminary Design

Parameter	Unit	Raw WW	Primary Clarifier Effluent		Remark
			% Removal	Effluent	
BOD	mg/L	320	30	224	
TSS	mg/L	288	30	202	
TDS	mg/L	399	N/A	399	
T-N	mg/L	45	5	43	
TKN	mg/L	45	5	43	
NH <sub>3</sub> -N	mg/L	38	N/A	38	

Note: Referred to Exhibition 3B - 2017 Annual Report to RWQCB

Table 2: Specification of Existing Trickling Filters for Preliminary Design

Parameter	Unit	Existing Trickling Filter
Number of Units		2
Diameter	ft	110
Total Surface Area	Sq. ft	19,000
Effective Depth	ft	8
Total Effective Volume	Cu. ft	152,000
Max Hydraulic flow rate	GPM	4,500 / 5,800

Note: Referred to Exhibit 3A – Select Pages From O&M

### **Option 1 – Increasing Trickling Filter Recirculation Rate**

Option 1 is the simplest process alteration for the City to comply with the TN discharge limit. In trickling filters,

denitrification occurs at the top of the filter due to high BOD in the influent consuming oxygen and nitrate in the recirculation flow. Influent ammonia is nitrified while trickling down to the bottom of the filter due to aerobic conditions. Therefore, as more nitrate is returned in recirculation flow, high denitrification rates can occur thus lowering the overall TN concentration.

Based on our initial calculations, the trickling filter is currently recirculated at a one-to-one ratio. By increasing the recirculation rate to 3.38 and 4.38 to each trickling filter, we can achieve 10 mg/L effluent TN. Pumps in the Trickling Filter Recirculation Station will be needed to be upgraded to accommodate the increase in recirculation flow. Table 3 and Table 4 show the preliminary design criteria and expected effluent water quality for this option, respectively.

Table 3: Preliminary Design Criteria for Trickling Filter Recirculation

Parameter	Unit	Design Criteria	Remark
Design Flow Rate (Q)	MGD	3.6	
Design Temperature	°F	70	
Empty Bed Contact Time	hr	7.6	Based on media layer
Hydraulic Loading Rate	Gallon/sqft/day	1,364	Including influent and nitrate return flow
Volumetric BOD Loading Rate	Lb/1000ft <sup>3</sup> /day	45	
Nitrate Return Ratio	Q	3.38, 4.38	Recirculation ratio each, limited by max flow rate
Nitrate Return Flow Rate	GPM	4,225 5,915	

Table 4: Annual Effluent Water Quality from Secondary Clarifier for Increasing TF Recirculation

Parameter	Unit	Annual Average	Remark
BOD	mg/L	20	
TSS	mg/L	20	
TDS	mg/L	430	Referred to Exhibit 3A
T-N	mg/L	10	Due to the limited hydraulic flow rate
TKN	mg/L	4	
NH <sub>3</sub> -N	mg/L	2	
NO <sub>3</sub> -N	mg/L	9	

This is the simplest option and the least costly option for the City to comply with the TN discharge limits. However, the City would see an increase in electrical usage rates due to the larger pumps operating 24/7. A

process flow diagram for Option 1 is shown in Figure 6.

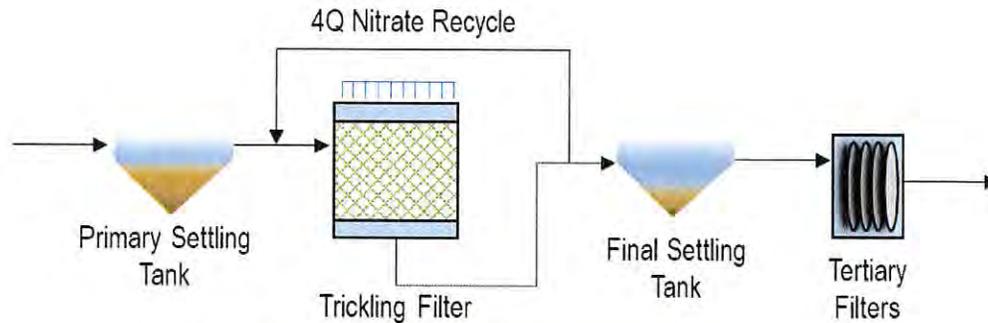


Figure 6: Process Flow Diagram for Increasing TF Recirculation

**Option 2 – Retrofit Existing Trickling Filter with Anoxic and Aerobic Tank**

Option 2 utilizes a conventional activated sludge system for denitrification. We propose retrofitting the existing trickling filters to accommodate new anoxic and aeration tanks. Each trickling filter will contain four chambers for the aeration and anoxic tanks. A preliminary layout shown in Section 2.5.1 shows three anoxic zones and four aerobic zones per chamber. The height of each trickling filter will need to be increased by approximately four feet to handle the increased volume for treatment. This can be done by adding an additional structural ring on top of the trickling filter. If it is discovered during the Study increasing the height of the trickling filters is not feasible, a new 350,000-gallon activated sludge basin will need to be built either in the area to the west of the WWTP reserved for expansion or in the area northeast of the east trickling filter. Table 5 and Table 6 show the preliminary design criteria and expected effluent water quality for this option, respectively.

Table 5: Preliminary Design Criteria for Activated Sludge

Parameter	Unit	Design Criteria	
Design Flow Rate (Q)	MGD	3.6	
Design Temperature	°F	70	
Design MLSS	mg/L	3,000	
Mv/Mt Rate	%	70	
Design SRT	Day	7	
HRT	Total	hr	9.5
	Aerobic	hr	6.5
	Anoxic	hr	3.0
Volume	Total	Cu. ft	190,000
	Aerobic	Cu. ft	130,000
	Anoxic	Cu. ft	60,000
Volumetric BOD Loading Rate	Lb/1000ft <sup>3</sup> /day	35	
Volumetric T-N Loading Rate	Lb/1000ft <sup>3</sup> /day	7	
F/Mv Ratio	/day	0.20	

Activated Sludge Return Ratio	Q	0.85
Nitrate Return Ratio	Q	3.0

Table 6: Annual Effluent Water Quality from Secondary Clarifier for Activated Sludge

Parameter	Unit	Annual Average
Effluent Q	MGD	3.49
BOD	mg/L	10
TSS	mg/L	15
TDS	mg/L	430
T-N	mg/L	10
TKN	mg/L	3
NH <sub>3</sub> -N	mg/L	1
NO <sub>3</sub> -N	mg/L	7

We expect to achieve the 10 mg/L TN discharge using this treatment system. Tertiary filters would be added after the final clarifier to achieve 2 NTU in the discharge. If we are able to increase the volume of the existing trickling filter, the capital costs would be significantly cheaper compared to building new anoxic and aerobic tanks. Operation costs would be higher due to the continuous operation of the blowers in the aeration tank. A process flow diagram for Option 2 is shown in Figure 7.

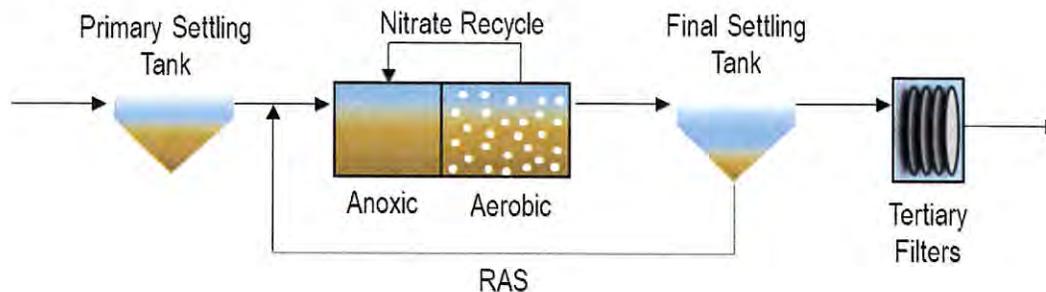


Figure 7: Process Flow Diagram for Activated Sludge

### **Option 3 – Retrofit Existing Trickling Filter with Immersed Membrane Bioreactor**

We propose the same process to retrofit the existing trickling filter, but this option will utilize an immersed MBR as the secondary treatment option. There are several manufacturers of hollow fiber and flat sheet MBRs including Evoqua, GE, Ovivo, Econity, and Anaergia. Table 7 and Table 8 show the preliminary design criteria and expected effluent water quality for this option, respectively.

Table 7: Preliminary Design Criteria for MBR

Parameter	Unit	Design Criteria
Design Flow Rate (Q)	MGD	3.6
Design Temperature	°F	70
Design MLSS	mg/L	7,000

Mv/Mt Rate		%	65
Design SRT		Day	5
HRT	Total	hr	9.5
	Aerobic	hr	5.5
	Anoxic	hr	4.0
Volume	Total	Cu. ft	190,000
	Aerobic	Cu. ft	110,000
	Anoxic	Cu. ft	80,000
Volumetric BOD Loading Rate		Lb/1000ft <sup>3</sup> /day	35
Volumetric T-N Loading Rate		Lb/1000ft <sup>3</sup> /day	7
F/Mv Ratio		/day	0.12
Nitrate Return Ratio		Q	4.0
Specific Design Flux		GFD	10
Recovery Rate		%	92

Table 8: Annual Effluent Water Quality for MBR

Parameter	Unit	Annual Average
Effluent Q	MGD	3.53
BOD	mg/L	5
TSS	mg/L	1
TDS	mg/L	430
T-N	mg/L	7
TKN	mg/L	1
NH <sub>3</sub> -N	mg/L	1
NO <sub>3</sub> -N	mg/L	6

MBRs are the most encompassing treatment system to comply with Title 22 requirements. Our expected water quality from this system will produce 7 mg/L TN and 1 mg/L TSS, so an additional tertiary filter or secondary clarifier is not required unlike the other options. Additionally, MBRs facilitate high-level disinfection due to the small pore size so effluent is readily discharged for reuse. MBR units are typically higher in capital and operating costs compared to conventional activated sludge. Membranes need to be cleaned with chemicals to prevent fouling and require air scouring to control bacterial growth. A process flow diagram for Option 3 is shown in Figure 8.

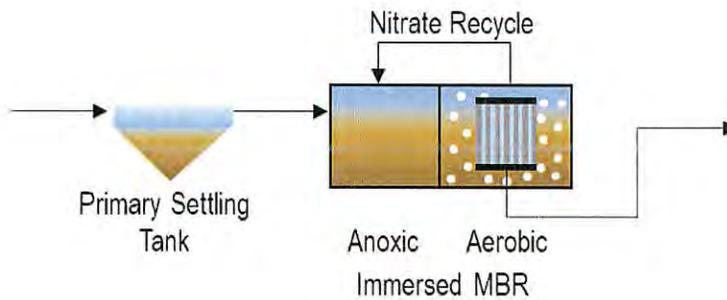


Figure 8: Process Flow Diagram for MBR

**Option 4 – Retrofit Existing Trickling Filter with IFAS**

The trickling filters will be retrofitted as mentioned in Option 2 to accommodate an IFAS system. The fixed film media provides an additional surface area for biofilm to grow for denitrification. This additional surface area improves denitrification rates compared to conventional activated sludge system. Table 9 and Table 10 show the preliminary design criteria and expected effluent water quality for this option, respectively.

Table 9: Preliminary Design Criteria for IFAS

Parameter		Unit	Design Criteria
Design Flow Rate (Q)		MGD	3.6
Design Temperature		°F	70
Design MLSS		mg/L	3,900
Mv/Mt Rate		%	70
Design SRT		Day	8
HRT	Total	hr	9.5
	Aerobic	hr	6.0
	Anoxic	hr	3.5
Volume	Total	Cu. ft	190,000
	Aerobic	Cu. ft	110,000
	Anoxic	Cu. ft	80,000
Volumetric BOD Loading Rate		Lb/1000ft <sup>3</sup> /day	35
Volumetric T-N Loading Rate		Lb/1000ft <sup>3</sup> /day	7
F/Mv Ratio		/day	0.15
Activated Sludge Return Ratio		Q	1.50
Nitrate Return Ratio		Q	3.0

Table 10: Annual Effluent Water Quality from Secondary Clarifier for IFAS

Parameter	Unit	Annual Average
Effluent Q	MGD	3.54
BOD	mg/L	10

TSS	mg/L	15
TDS	mg/L	430
T-N	mg/L	9
TKN	mg/L	3
NH <sub>3</sub> -N	mg/L	1
NO <sub>3</sub> -N	mg/L	6

We don't anticipate meeting the 2 NTU discharge limit from the IFAS system, so a tertiary filter will be required to comply with Title 22. A process flow diagram for Option 4 is shown in Figure 9.

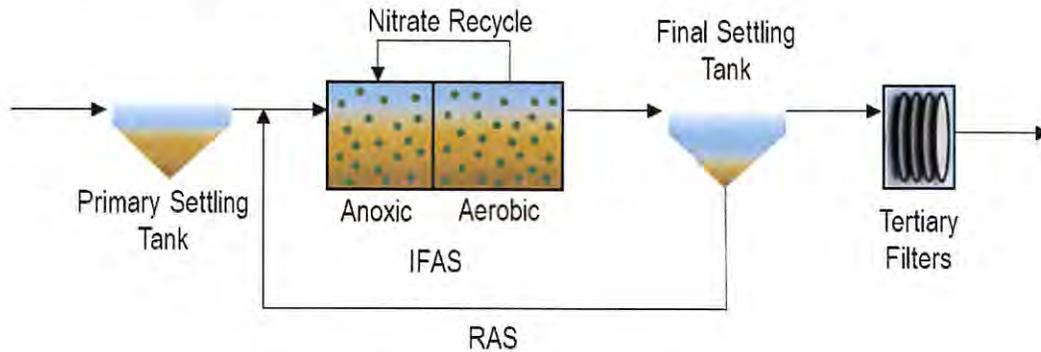


Figure 9: Process Flow Diagram for IFAS

### 2.2.3 Process Selection Criteria and Rankings

Capital and O&M costs and performance of the treatment alternatives are the main criteria in evaluating the alternatives. However, there are other factors that may affect the City's decision on the final treatment option. Other criteria such as permitting, construction schedule, process robustness, footprint, ease of operation and maintenance, monitoring requirements, and operational usage (chemical, electrical, etc.) can all be supplemented to the select the alternative that will yield the most benefit for the City.

Our team has used a "paired comparison" process selection tool that can systematically rank alternatives available for any project. This tool can be utilized throughout the project, and this approach is particularly beneficial in making group decisions when a number of decision makers are involved. The benefit of this approach is documentation and justification of key decision making that is defensible to be presented to any group within and outside the City if needed.

Since there are many potential criteria that affect treatment selection, our team has consolidated them into seven groups. Figure 10 summarizes these seven groups with individual criteria and descriptions within each group. The process selection criteria can be adjusted by the City as needed.

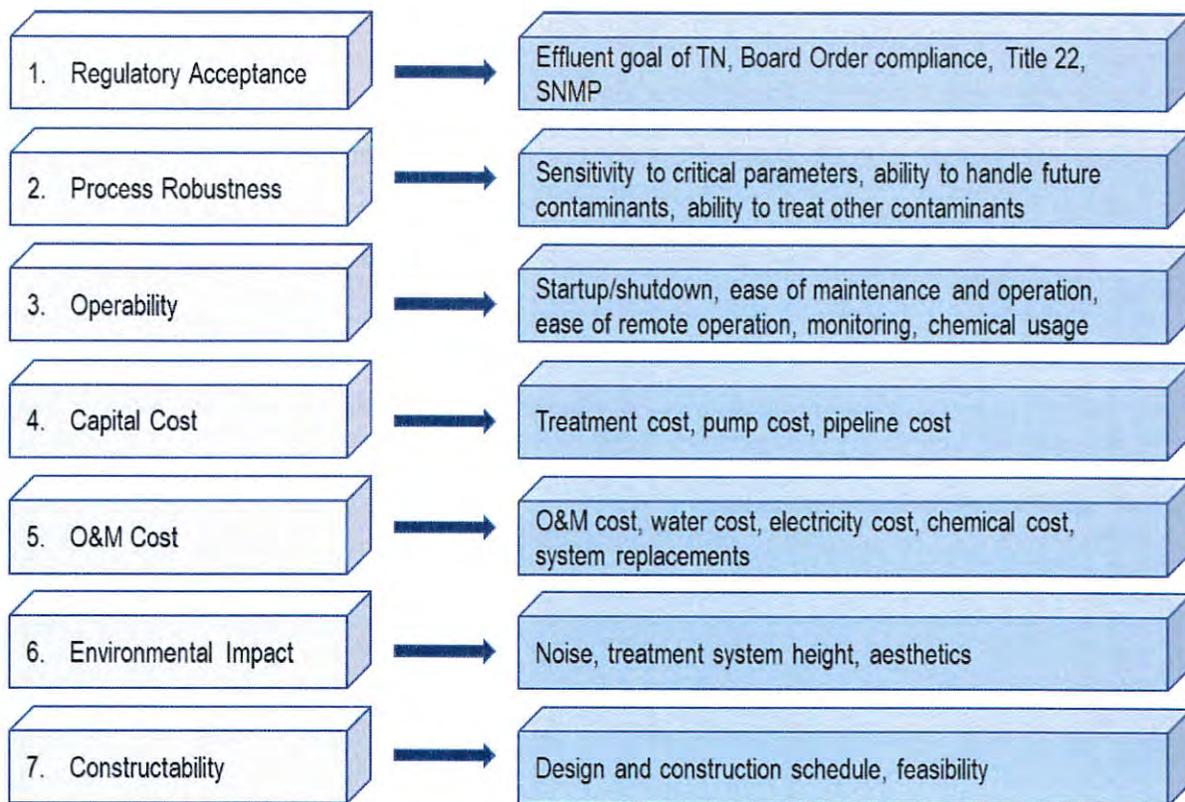


Figure 10: Consolidated Process Selection Criteria Groups

After developing the process selection criteria groups, with the City's input we will perform the paired comparison process selection tool. During this analysis, one criterion is judged to be more important than, less important than, or of equal importance to another criterion. Comparing only two criteria at one time simplifies the evaluation and minimizes ambiguity in the weighting process. For example, criterion A (Regulatory Acceptance) is compared with criterion B (Process Robustness), and if B is more important than A, then B is listed under the weighting table. Sometimes, it may be difficult to choose between the two criteria being evaluated. For that case, both can be listed in the table (e.g. A/B). A mathematical formula is then used to convert the paired comparison selections to a relative weight factor for each criterion rather than randomly assigning values. Table 11 shows a comparison analysis and the relative weights of the criterion that our team has developed for this project. The example is presented here only to illustrate the capability and benefit of what a systematic approach tool can provide for the evaluation and selection.

Table 11: Proposed Process Selection Criteria Paired Comparison Chart

	Criteria	Priority						Weight	
		A	B	C	D	E	F		G
A	Regulatory Acceptance		A	A	A	A	A	A	29%
B	Process Robustness			B	D	E	B	G	10%
C	Operability				D	C	C	G	10%
D	Capital Cost					D	D	D	24%
E	O&M Cost						E	E	14%
F	Environmental Impact							G	0%
G	Constructability								14%

Each alternative is assigned an absolute score of 1 to 5 per criterion. These scores are multiplied by the relative weight of a given criterion and then summed for each process. Based on the total scores, the alternative with the highest summation will be recommended as the selected option for detailed design. Once the City and ES develop the alternatives recommended for treatment, we will develop the paired comparison analysis together and determine the best option to meet the City's and Board's treatment goals.

#### 2.2.4 Effects of Water Reuse Discharge on Receiving Groundwater

A preliminary review of literature shows several studies that have evaluated the impacts of wastewater reuse on the underlying groundwater supply. Treated wastewater may contain pathogens, TDS, salinity, humic substances, heavy metals, pesticides, disinfection byproducts, industrial contaminants, inorganic and organic compounds, and pharmaceuticals and personal care products that may affect groundwater quality. Additionally, changes in irrigation water quality may affect the soil hydrological behavior that can change the efficacy of natural removal mechanisms. If degradation of the groundwater quality is severe, the City may have to treat groundwater prior to the existing distribution system.

We plan to characterize the existing soil conditions of areas where the City projects water reuse irrigation will occur. Along with the background water quality data of the existing San Gorgonio Hydrologic Unit, we can model projected water quality effects via changes in irrigation flow, constituent loading, plant and soil removal rates, and the saturation zone of the aquifer. Chemical parameters such as electrical conductivity, calcium, chlorine, sodium, magnesium, nitrate, TDS, and pathogen indicators will be monitored to evaluate the change in concentration and load throughout the year.

Montrose Environmental Group owns several water quality and soil sampling analytical laboratories throughout the country. Our extensive lab network will improve the expedition of receiving sample results and will provide the City an economic benefit for the duration of the study.

#### 2.2.5 Optional Service – Salt and Nutrient Management Plan

This optional task will be implemented if the City believes there is overlap between completion of a Salt and Nutrient Management Plan (SNMP) and the Nitrogen Removal Feasibility Study. On April 25, 2014, the California Regional Water Quality Control Board – Santa Ana Region amended the SNMP in the Recycled Water Policy for entities in the region. The goal of the SNMP is to address potential groundwater quality

impact of recycled water use and to promote basin-wide management of salts and nutrients in groundwater. The City, along with Yucaipa Valley Water District, the City of Beaumont, Beaumont Cherry Valley Water District, and San Geronio Pass Agency have selected to participate in the Maximum Benefit program if any entity commits to use recycled water. The City is required to submit a salt mitigation plan 6 months prior to the initiation of recycled water application or recharge.

The Colorado River Water Board is responsible for implementing the SNMP. According the Board Order, TDS in the water reuse effluent would need to be decreased to 300 mg/L. There are two methods the City can achieve this discharge limit: groundwater blending or installation of a treatment system that targets TDS. The City has mentioned there are two groundwater wells available for blending of reuse water. Well 1 contains 170 mg/L TDS and a capacity of 500 gpm, and Well 2 contains 180 mg/L TDS and a capacity of 600 mg/L. As noted in the expected effluent water quality in Options 1 – 4, we can expect 430 mg/L TDS in the WWTP effluent. If the City utilizes both wells for blending, up to 1.518 MGD from the WWTP can be utilized for water reuse. Our team has successfully obtained waivers for partial treatment using an interactive blending model for past projects. An example of the interactive blending model and input/output is shown in Appendix I. Unlike the simple mass balance calculation, the interactive model can simulate various conditions and actual well operating conditions to provide the expected outcome to the Board. With this tool, the team can assess if there is any potential for partial blending for water reuse.

Alternatively, the City may decide to implement a treatment scheme to achieve less than 300 mg/L TDS. A reverse osmosis system is the best technology available to achieve this goal. Figure 11 shows the optimum treatment scheme to achieve Title 22 and SNMP discharge requirements.

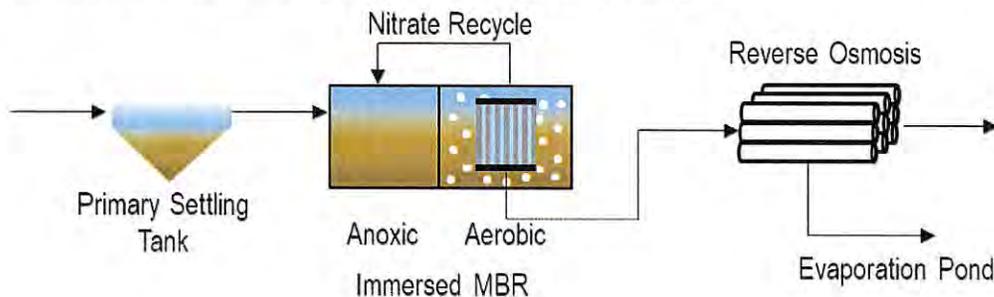


Figure 11: Process Flow Diagram for RO System Coupled with Immersed MBR

### 2.2.6 Optional Service – TDS and Nitrate-Nitrogen Tracking Spreadsheet

The purpose of this optional task is to create a water and mass balance in an Excel spreadsheet to track TDS and Nitrate-Nitrogen on a 10-year running average. A 10-year dataset for past discharges over the Beaumont Basin and imported water quantity and quality used for recharge will be made available to calibrate the new spreadsheet. We will create an editable spreadsheet that the City will utilize to present data to the Regional Board the feasibility of using recycled water for irrigation over the Beaumont Basin while maintaining compliance with Maximum Benefit objectives.

Our team has experience in developing Excel spreadsheets for client use. Our goal is to design a tool that

requires minimal input and upkeep by the City to operate. We will work with the City to determine presentation of data via tables, charts, and figures to be submitted to the Board.

### ***2.2.7 Specific Issues and Technical Approach***

Our team has developed a table that summarizes the key potential issues that we have identified so far for this project, our approaches to deal with each issue based on our experience with similar projects, and the advantages our team brings to resolve each key issue. The table can be found in Appendix J.

### ***2.3 PROJECT SCHEDULE***

Our team has proposed the following project schedule to successfully complete the feasibility study tasks. The City's schedule indicated a projected project completion date on December 23, 2019. Based on our local resources and the prioritization of expeditiously completing this study for the City, we anticipate we can reduce the schedule by almost 12 weeks assuming no major data collection or sampling issues occur. Also, we anticipate completion of Task 3 by the end of 2018, so the City can pursue the design of upgrades as soon as possible. An enlarged copy of our schedule is found in Appendix K.

### ***2.4 DETAILED DESCRIPTION OF SPECIFIC TASKS WITH ROLES OF CITY STAFF***

Our project approach is described in detail in Section 2.2. Details for each specific task are identified below.

#### **Task 1. Data Collection and Literature Review (Practicability)**

- 1.1 Project Management
- 1.2 Kickoff Meeting
- 1.3 Data Collection and Literature Review (Record Drawings, O&M Manual, Condition Assessment Report, Previous Treatment Technology Evaluation, Water Quality Data, GW Monitoring Data, Master Plan)
- 1.4 Technical Memorandum on Data Collection and Literature Review
- 1.5 QA/QC

#### **Task 2. Evaluation of Treatment Alternatives**

- 2.1 Project Management
- 2.2 Review Meeting with City
- 2.3 Treatment Alternative Evaluation
- 2.4 Computer Modeling of Treatment Process
- 2.5 Optimization of Top-Rated Wastewater Treatment Process
- 2.6 Preliminary Construction Cost Estimate
- 2.7 Preliminary O&M Cost Estimate
- 2.8 Re-evaluation of Existing Equipment
- 2.9 Condition Assessment Report of Re-evaluation of Existing Equipment

2.10 Technical Memorandum on Evaluation of Treatment Alternatives

2.11 QA/QC

**Task 3. Report on Practicability of 10 mg/L Total Nitrogen Effluent Limitation**

3.1 Project Management

3.2 Review Meeting with City

3.3 Final Report on Practicability of 10 mg/L Total Nitrogen Effluent Limitation

3.4 Recommended Work Plan

3.5 Recommended Implementation Schedule

3.6 QA/QC

**Task 4. Data Collection and Literature Review (Effects on Groundwater)**

4.1 Project Management

4.2 Review Meeting with City

4.3 Data Collection and Literature Review

4.4 Technical Memorandum on Data Collection and Literature Review

4.5 QA/QC

**Task 5. Additional Investigations**

5.1 Project Management

5.2 Review Meeting with City

5.3 Work Plan on Additional Investigation and Sampling

5.4 Additional Investigation and Sampling on Water Quality

5.5 Technical Memorandum on Data Collection and Literature Review

5.6 QA/QC

**Task 6. Report on Effects of Discharge on Beneficial Use of Receiving Groundwater**

6.1 Project Management

6.2 Review Meeting with City

6.3 Report on Effects of Discharge on Beneficial Use of Receiving Groundwater

6.4 QA/QC

**Task 7. Final Recommendations and Technical Report**

7.1 Project Management

7.2 Review Meeting with City

7.3 Final Recommendation and Technical Report

7.4 Final Recommended Work Plan

7.5 Final Recommended Implementation Schedule

7.6 QA/QC

## **2.5 INNOVATIVE APPROACHES**

### **2.5.1 Treatment Design Approach**

As discussed in Section 2.2, we propose to retrofit the existing trickling filters to accommodate the new secondary treatment options. This approach will provide the City significant cost savings since new tanks will not be required to be constructed. Based on our site visit, we believe we can install an additional ring to increase the height and volume of each trickling filter tank. This will provide enough capacity for the increased flow and subsequent treatment time to comply with the Board Order's effluent goals. The profile and plan view of the retrofitted trickling filter for Option 4, installation of anoxic and aerobic zones coupled with an MBR is shown in Figure 12 and Figure 13, respectively.



Figure 12: Profile of Added Ring to Increase the Volume and Height of Existing Trickling Filter

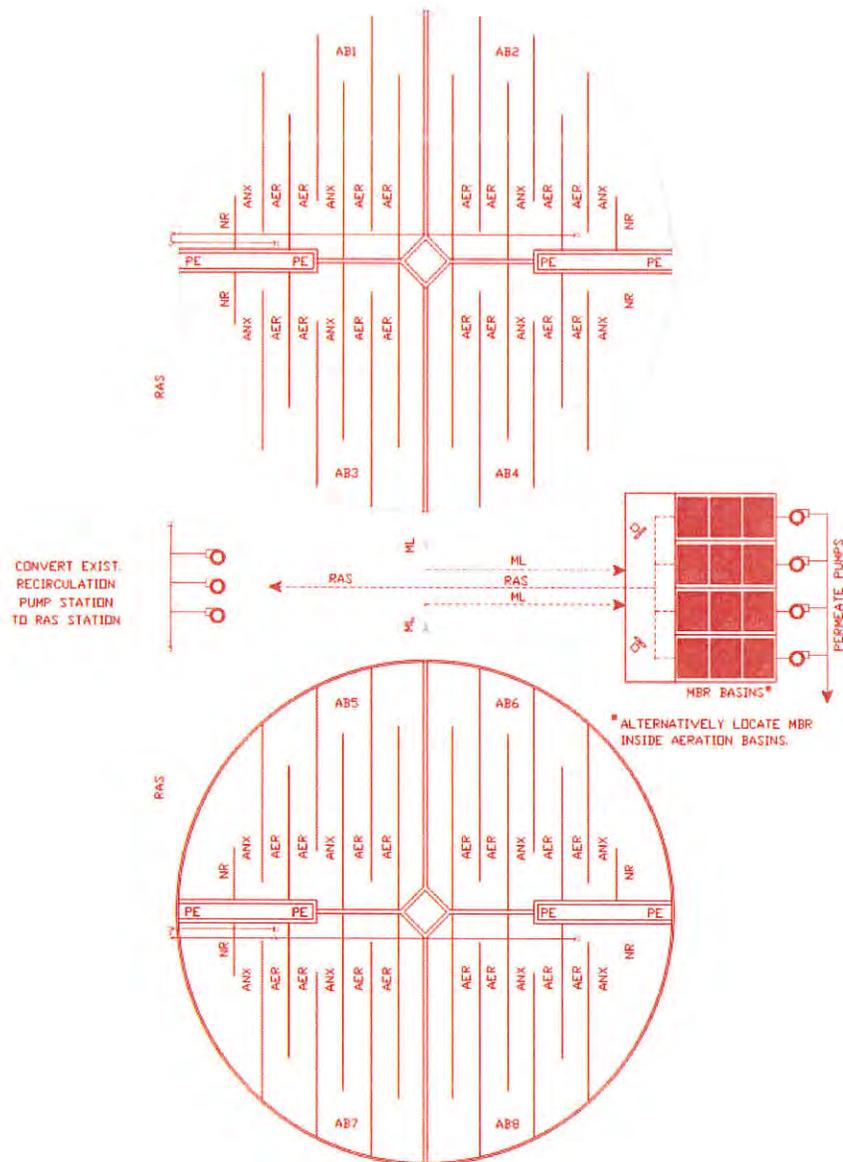


Figure 13: Plan View of Retrofitted Trickling Filter for Anoxic and Aerobic Zones and MBR

### 2.5.2 Funding

The project team members have been actively working with a number of funding programs in the last twenty years including Proposition 50, Proposition 1, Energy Commission, SRF, and other construction project funding. The project team is currently working closely with the Division of Financial Assistance in securing feasibility, engineering, and construction funds for clients in the Southern California area with applications using Financial Assistance Application Submittal Tool (FAAST), and providing other documentation to expedite the funding process. The project team will assist the City as needed in identifying the potential funding sources early on to meet any submittal time frame so that the due dates for potential funding are not

missed.

Proposition 1 authorized \$7.5 billion in general obligation bonds for wastewater projects including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection. Disadvantaged communities are a small percentage of communities eligible to apply for funding. Despite the monetary needs in these areas, the opportunity to obtain funding is often missed due to a lack of resources. As a result, we help the City to apply for Proposition 1 funding to secure funding for the Nitrogen Removal Feasibility Study. Table 12 shows available money remaining via Proposition 1.

Table 12: Available Funding Money from Prop 1

Funding Program	Total Available	Committed	Remaining
Drinking Water State Revolving Fund (DWSRF)	\$229,419,826	\$228,021,185	\$1,398,641
Groundwater	\$744,000,000	\$61,808,667	\$682,191,333
Small Community Grant (SCG)	\$222,200,000	\$168,508,504	\$53,691,496
Stormwater	\$100,000,000	\$38,572,471	\$61,427,529
Water Recycling	\$581,250,000	\$425,197,240	\$156,052,760

\*Values effective through 8/9/18

More recently, the project team members also have been working on Public Private Partnership (P3) on groundwater treatment projects with private financing, as well as Water Compliance Service (WCS), which is similar to the energy sector's Power Purchase Agreement (PPA). P3 and WCS may or may not be a valid option for the City, but an in-depth understanding of these funding options for a few past and pending projects will provide insight on funding opportunities other than State funding strictly.

### 2.5.3 Alternative Delivery

Our team can provide different delivery methods to give the City options for full scale design of the upgraded WWTP. One of the most cost-effective options is the Design-Build (DB) approach. Design-build project delivery combines design and construction phases into a single contract, resulting in one point of responsibility. Benefits include significant time and cost savings compared to the traditional design-bid-build delivery, while improving the quality of the design and final construction project. The DB method allows the owner and the design builder to jointly identify project risks, cost for mitigation, and the assignment of risks. Value engineering and constructability reviews are also regularly performed, fostering project innovation that results in a project with a much lower potential for change orders when compared to DBB delivery.

Additionally, our team has extensive experience in process engineering and constructability of treatment plants. During the preliminary design identified in Section 2.2, we considered the ease of construction and operation for each option. Our team will ensure that whichever option is selected, the construction of the new facility will not cause performance issues to the existing WWTP. Before and during construction, we will work with the City to maintain the existing plant capacity and operation, identify hydraulic and electrical tie-ins, set limits on shutdown duration, conduct detailed functional testing, and perform detailed sequencing for establishing biomass if needed.

### 3. STAFFING

Our proposal offers a team of highly-qualified and experienced professionals that already have a thorough understanding of aquatic nitrogen chemistry, treatment process design, beneficial water reuse, groundwater supply, and all other areas of expertise that are necessary to successfully complete this project, including project planning and coordination, field testing, and project management. We are able to start this project immediately with local resources. Additionally, ES has a strong division with certified operators, which can provide guidance for the full-scale operator needs by the City.

Table 13 below presents the team members that will participate in the project, key functions, and anticipated availability for this project. Short bios of the key team members are included below and detailed resumes are presented in Appendix M. Any changes to our personnel will be communicated with the City.

Table 13: Key Team Members and Anticipated Man Hours for the Project

Name	Functions	Anticipated Availability
Joon Min, PhD	Principal in Charge	25%
James Wang, PE	Project Manager	50%
Kyle Nelson, PE	Project Engineer	50%
Dustin Stickney, PE	Design Engineer	35%
Justin Eum, PhD	Process Engineer	20%
Chi-Chung Tang, PhD	Technical Advisor	20%
Patrick Hirl, PhD	Technical Advisor	20%
Bernard Sheff, PE	QA/QC	15%
Dean Stanphill, PE	Constructability	15%
Darrell Olmsted	Operations	20%

#### *Joon Min, PhD*

Dr. Joon Min has 25 years of experience in private, public, and academic fields of water industry. His expertise includes all aspects of treatment for recycled water and wastewater. He will be overseeing the team and working closely with the City staff during the entire life cycle of the project.

Dr. Min has a broad experience in working with technology companies such as, Siemens, Veolia, Suez/IDI, ITT, and other specialist technology companies in wastewater and energy related ventures. In the last 15 years, he has been involved in a number of water and wastewater treatment projects focused on designing, fabricating, installing, permitting, commissioning, managing construction while working with vendors, engineering firms, and contractors on wastewater and advanced water treatment projects.

Dr. Min's experience includes working closely with state, federal, and private funding entities to secure budget

through grant applications and proposals and has worked with disadvantaged communities. In addition, he has worked with numerous California cities and water districts, and secured funding through grant application, private funding, and many others. In 2016, Dr. Min was instrumental in securing a \$2 million-dollar grant to work with a disadvantaged community and another \$1 million-dollar grant to help a city in Los Angeles County.

#### ***James Wang, PE***

Mr. Wang has civil and environmental engineering experience spanning back to 1997; working as project manager, design manager, design lead and project engineer. He has completed nearly 100 projects including water and wastewater treatment plant, recycling and desalination facility, bio-solid and bio-gas, pump station and pipeline, hydraulic modeling, and SCADA system. Mr. Wang's area of expertise includes studies, planning, design, cost estimate, construction management, and operation of municipal and industrial wastewater treatment plant, water treatment plant, bio-gas and bio-solid, municipal solid waste, mechanical pumping stations; water distribution and sewage collection system, water quality testing and modeling, and AutoCAD.

#### ***Kyle Nelson, PE***

Mr. Nelson has 3 years' experience with water and wastewater treatment systems and natural gas fueling station design at throughout the United States. Mr. Nelson has designed numerous natural treatment systems, water reuse systems, water treatment plant residual systems, conveyance systems, wastewater treatment systems, equipment for compressed natural gas (CNG) vehicle fueling, and gas cleanup skids for CNG fueling. Mr. Nelson specializes in water and wastewater process engineering to improve the efficiency of pollutant removal and utilizing biogas or utility gas to produce CNG for vehicle fueling.

#### ***Justin Eum, PhD***

Dr. Eum has 20 years' experience with process design and engineering, treatment plant operation and maintenance, system optimization and improvement in municipal and industrial wastewater, groundwater, and digestate industries worldwide. Dr. Eum has designed numerous municipal water reclamation plants for nitrogen and/or phosphorus removal, manure and digestate treatment plants for nutrient removal and recovery, biogas generation and digestate treatment plants and managed manure treatment and resource recovery plant as a plant manager for 6 years. Dr. Eum specializes in process design and optimization associated to water and wastewater treatment, nutrient recovery, and water recycle and reuse.

#### ***Patrick Hirl, PhD***

Dr. Patrick Hirl specializes in the treatment of water and wastewater from industrial facilities including petroleum refineries, paper mills, and various agricultural processing facilities. Dr. Hirl's professional experience since 1987 has been in the research, development, process analysis, and design of chemical and biological processes in the water treatment, wastewater treatment, environmental remediation, biofuels, and renewable energy markets. Since 2004, one area Dr. Hirl has focused on is the development of anaerobic digestion projects for the production of biogas to off-set of natural gas, for the use as renewable vehicle fuel, and for the production of renewable electricity. Dr. Hirl has two patents for the anaerobic digestion of co-

product from the production of fuel grade ethanol from corn. Dr. Hirl is also a former nuclear power submarine officer.

### ***Bernard Sheff, PE***

Mr. Sheff brings 34 years of experience in the design and operation of digesters and nutrient management systems. His first digester started in December 1991 at a packing facility in Plainwell, Michigan. He has provided troubleshooting for digestion systems across the United States and Europe. Currently, Mr. Sheff is the Chairman of the American Biogas Council and is a professional engineer licensed in four states. Mr. Sheff will provide oversight to all anaerobic digestion projects. He is currently engaged in process development, new equipment selection and construction efforts at two east coast digesters including a 5.2 MW and 3.2 MW facility. Furthermore, Mr. Sheff is leading the process development for a 1000 MMBtu facility for the processing food waste in St. Louis, Missouri. Finally, his efforts in digestion include oversight for operations at four operating digesters and process development for two new digesters in Massachusetts, Vermont, and New York.

### ***Chi-Chung Tang, PhD***

Dr. Tang is a wastewater engineer with expertise in nutrient removal and recovery, advanced treatment, and water recycling. He advises treatment plants on various operational issues such as optimizing nitrogen and enhanced biological phosphorus removals, cleaning practices of fine-pore diffusers, nutrient removal, advanced treatment processes, water recycling and reuse, odor control, disinfection, biosolids processing and beneficial reuse. For more than 15 years, Dr. Tang managed the wastewater process group at the LA County Sanitation District. The section conducts research projects to support operations, design, and monitoring of the Districts' 11 wastewater treatment plants with a total design capacity of 650 million gallons per day (MGD). Responsibilities of the section included conducting research to ensure that the Districts meet all regulatory requirements for discharge and water reuse; testing of new treatment technologies and equipment for potential applications at the Districts' facilities; trouble shooting and solving problems encountered during plant operations; identifying opportunities to save energy and chemicals and to recover resources from treatment plant operations and conducting evaluation and testing to realize these opportunities.

### ***Darrel Olmsted***

Mr. Olmsted has over 21 years of service in municipal government, state, and federal regulatory agencies. He has experience in management, supervision, budgeting, and environmental reporting. He has provided consulting services for municipal and private wastewater treatment plants. Mr. Olmsted has worked in the oil industry providing casing and laydown operations for oil rigs. He specializes in the startup, management, and operations of wastewater treatment and anaerobic digestion facilities including the management and organization of personnel. He has worked with construction companies as an owner's agent to ensure the construction and startup of multi-million-dollar projects are completed on schedule. Moreover, he has completed 6 years of military service as a nuclear reactor trained operator aboard a fast attack submarine. Mr. Olmsted is also an independent business owner who has started and operated an RV dealership and

owned rental property.

#### 4. QUALIFICATIONS

Montrose is a nation-wide environmental consulting, contract operation, and service company with 1,300 staff and more than 50 offices. Its subsidiary, ES, encompasses design engineering, environmental compliance, contract operation, and design build with operations in California and many other states. The firm's services include groundwater treatment, advanced treatment, emerging contaminants removal, design-build, contract operation, public-private partnership project delivery, plant/regulatory permitting, potable water treatment system design, potable water delivery, hydraulic/hydrologic modeling and analysis, sediment transport and scour analysis, surface water modeling, groundwater modeling, hydraulic structure design, backflow preventer testing and repair, reservoir design and installation, desalination, etc.

Montrose team members have worked extensively in California, and have interfaced with numerous federal, state, and local regulatory agencies on behalf of its clients, including, but not limited to, Los Angeles County Sanitation District, Los Angeles County Regional Water Quality Control Board, State of California Health Department, State of California Health Department, Orange County Sanitation District, City of Avalon, South Coast Air Quality Management District, Inland Empire Utilities Agency, Water Replenishment District of Southern California, City of Barstow, City of Fresno, City of Clovis, City of Pomona, City of Torrance, City of Cerritos, City of Pasadena, Goleta Sanitary District, Victor Valley Wastewater Reclamation Authority, South Orange County Wastewater Authority, and Long Beach Water Department.

Our proposal offers a team of highly-qualified and experienced professionals that already have a thorough understanding of project needs including water quality, treatment, regulatory compliance, and field testing and project management. Also, Montrose has a strong division with licensed operators, which can provide guidance for the operation and design approaches.

Our team for this project is located at Montrose' headquarter in Irvine, California, and has a wide range of experience in evaluating and selecting the best treatment technologies for nitrogen, TDS, coliform, and emerging contaminants. Our experience with treatment technologies is supported by numerous design-build projects and studies that have evaluated technologies such as biologically active filters, activated sludge basins, anoxic reactors, membrane bioreactors, IFAS, reverse osmosis, natural treatment systems, tertiary filters, and groundwater blending. With such expertise on process and design, Montrose is well qualified to successfully conduct the proposed project.

Table 14 summarizes key staff workload relevant to this RFP's scope of work. A complete list of all relevant projects the team has worked on is included in Appendix L with indications of key project tasks relevant for the project.

Table 14: Key Staff Workload to Identified Tasks

PROJECT TASKS LISTED IN THE RFP	J Min, PhD	J Wang, PE	K Nelson, PE	J Eum, PhD	D Stickney, PE	C Tang, PhD	B Sheff, PE	P Hirl, PhD
1. Data Collection and Literature Review (Practicability)	•	•	•	•		•		
2. Evaluation of Treatment Alternatives	•	•	•	•	•	•	•	•
3. Report on Practicability of 10 mg/L Total Nitrogen Effluent Limitation	•	•	•		•		•	•
4. Data Collection and Literature Review (Effects on Groundwater)	•	•	•	•				•
5. Additional Investigations	•	•	•	•	•			•
6. Report on Effects of Discharge on Beneficial Use of Receiving Groundwater	•	•	•		•	•		•
7. Final Recommendations and Technical Report	•	•	•	•	•	•	•	•

Table 15 show a few references of projects that highlight our qualifications to provide an engineering evaluation to determine the optimal treatment option for nitrogen removal for water reuse.

Table 15: Project References

Client Name	City of Rialto
Project Description	Design of wastewater treatment system expansion upgrade phase I
Project Start and End Dates	2017 – present
Client Project Manager Contact Info	Eric Li, BDP Envrotech, P3 developer, Laguna Hills, CA, (949) 324-7005, ericli@bdpenvirotech.com
Key Staff and Responsibilities	J Min (Project Manager), D Stickney (Project Engineer), D Stanphill (Construction / Design Manager), J Wang (Design Review)

Client Name	Los Angeles County Sanitation District Joint Water Pollution Control Plant (JWPCP)
-------------	------------------------------------------------------------------------------------

Project Description	Feasibility evaluation, field demonstration, and conceptual design of nitrogen and solids removal using biologically aerated filter and tertiary fiber filter for Title 22 recycled water application.
Project Start and End Dates	2015 - 2017
Client Project Manager Contact Info	Robert Morton, Supervising Engineer, Los Angeles, CA, <a href="mailto:rmorton@lacsd.org">rmorton@lacsd.org</a> , (562) 908-4288
Key Staff and Responsibilities	J Min (Project Director), J Eum (Project Manager/Process Engineer)

Client Name	City of Los Angeles Terminal Island Water Reclamation Plant (TIWRP)
Project Description	Feasibility study and demonstration of solids removal using tertiary fiber filter for Title 22 water
Project Start and End Dates	2014-2015
Client Project Manager Contact Info	Seung T. Oh, Environmental Engineer, Los Angeles, CA, <a href="mailto:seung-tag.oh@lacity.org">seung-tag.oh@lacity.org</a> , (310) 732-4715
Key Staff and Responsibilities	J Min (Project Director), J Eum (Project Manager/Process Engineer)

Client Name	Orbit Energy Rhode Island and North Carolina (two wastewater treatment facilities)
Project Description	Fast track design, procurement, construction, and operation of wastewater treatment facility using biological treatment with MBR to meet nitrogen limit in their NPDES permit.
Project Start and End Dates	2017 - present
Client Project Manager Contact Info	Zack Morgan, General Counsel, Charlotte, NC, <a href="mailto:zack.morgan@EntropyIM.com">zack.morgan@EntropyIM.com</a> , (980) 265-0619
Key Staff and Responsibilities	J Wang (Design Manager), D Stickney (Project Engineer), J Eum (Process Engineer), J Min (Project Manager), B Sheff (Biogas Director), P Hirl (Project Director), E Cartojano (CAD Manager), D Olmsted (Operations Manager), K Nelson (Project Engineer)

Client Name	City of Arcadia
Project Description	Fast track feasibility study, pre-design, and design of VOC treatment system and grant writing service for Prop 1 state implementation (construction) grant. Completed the preliminary design in two months to meet the funding application deadline.
Project Start and End Dates	2018 - present
Client Project Manager Contact Info	Eddie Chan, Principal Civil Engineer, Arcadia, CA, <a href="mailto:echan2@ArcadiaCA.gov">echan2@ArcadiaCA.gov</a> , (626) 254-2713
Key Staff and Responsibilities	J Wang (Design Manager), J Min (Project Manager), D Stickney (Project Engineer), K Nelson (Process Engineer), E Cartojano (CAD Manager)

#### **5. FINANCIAL CAPACITY**

The proposer's latest financial statement is included in Appendix A to provide information regarding financial capacity of the proposer. Any relevant information on administrative proceedings, claims, lawsuits, or other exposures pending against the proposer is also included.

#### **6. FEE PROPOSAL**

The breakdown of the cost is shown in Appendix B. The proposal shall be valid for 180 days following submission.

#### **7. DISCLOSURE**

The proposer discloses that there has not been any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

#### **8. SAMPLE AGREEMENT**

The City's sample professional service agreement (Appendix C) has been reviewed by the appropriate personnel by the proposer, and the professional services agreement terms and conditions are acceptable.

#### **9. CHECK LIST OF FORMS TO ACCOMPANY PROPOSAL**

As requested in the RFP, the following sections include the completed forms (Appendix D through G). These forms do not count towards the page limit. Additional exhibits are also included in the Appendix section.

APPENDIX A  
CONFIDENTIAL FINANCIAL INFORMATION

**APPENDIX B**  
**DETAILED FEE PROPOSAL**

ENGINEERING EFFORT FOR NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW																
NO.	TASK	DESCRIPTION	Principal In Charge	Project Manager	Technical Advisor	Sr. Engineer	Project / Process Engineer	Staff Engineer	CAD Designer/ Technician	Project Coordinator	TOTAL HOURS	LABOR	FEE, DOLLARS			
													ODC	SUB MARKUP	SUB	TOTAL
			\$225	\$185	\$200	\$150	\$135	\$120	\$80	\$60				10%		
1		<b>Data Collection and Literature Review (Practicability)</b>									\$149					
1.1		Project Management	2	4						4	10	1,430	43	0	0	1,473
1.2		Kickoff Meeting	4	4		4					12	2,180	65	0	0	2,245
1.3		Data Collection and Literature Review (Record Drawing, O&M Manual, Condition Assessment Report, Previous Treatment Technology Evaluation, Water Quality Data, GW Monitoring Data, Master Plan, etc)	2	8		16	16	8		4	54	7,690	231	0	0	7,921
1.4		Technical Memorandum on Data Collection and Literature Review	2	2	2	2	4	2		2	6	1,450	44	0	0	1,494
1.5		QA/QC	2		2						6	970	29	0	0	999
		<b>Subtotal 1</b>	<b>10</b>	<b>18</b>	<b>2</b>	<b>18</b>	<b>24</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>92</b>	<b>13,720</b>	<b>412</b>	<b>0</b>	<b>0</b>	<b>14,132</b>
2		<b>Evaluation of Treatment Alternatives</b>														
2.1		Project Management	4	16						16	36	4,820	145	0	0	4,965
2.2		Review Meeting with City (Assume 2 Review Meetings)	8	8		8	8	16			24	4,360	131	0	0	4,491
2.3		Treatment Alternative Evaluation	4	8		16	16	16			60	8,860	266	0	0	9,126
2.4		Computer Modeling of Treatment Process	2	4		32	8	8			54	8,030	241	0	0	8,271
2.5		Optimization of Top-rated Wastewater Treatment Process	4	8		8	8	4			32	5,140	154	0	0	5,294
2.6		Preliminary Construction Cost Estimate	2	4		8	8	8			22	3,230	97	0	0	3,327
2.7		Preliminary O&M Cost Estimate	2	4		8	8	8			22	3,230	97	0	0	3,327
2.8		Re-evaluation of Existing Equipment	4	40		16	40	8			100	16,100	483	432	0	21,335
2.9		Condition Assessment Report of Re-evaluation of Existing Equipment	4	8		8	24				44	6,820	205	144	0	8,609
2.10		Technical Memorandum on Evaluation of Treatment Alternatives	4	4		16	24	16		8	72	9,680	290	0	0	9,970
2.11		QA/QC	4		16					4	24	4,340	130	0	0	4,470
		<b>Subtotal 2</b>	<b>42</b>	<b>104</b>	<b>16</b>	<b>96</b>	<b>144</b>	<b>60</b>	<b>0</b>	<b>28</b>	<b>490</b>	<b>74,610</b>	<b>2,238</b>	<b>576</b>	<b>0</b>	<b>83,184</b>
3		<b>Report on Practicability of 10 mg/L Total Nitrogen Effluent Limitation</b>														
3.1		Project Management	4	8						8	20	2,860	86	0	0	2,946
3.2		Review Meeting with City (Assume 1 Review Meeting)	4	4		4	4				12	2,180	65	0	0	2,245
		Final Report on Practicability of 10 mg/L Total Nitrogen Effluent Limitation		8		8	40		8		64	8,720	262	0	0	8,982
3.4		Recommended Work Plan	4	4		4	4				8	1,280	38	0	0	1,318
3.5		Recommended Implementation Schedule	4	4		4	4				8	1,280	38	0	0	1,318
3.6		QA/QC	4		8					8	20	2,980	89	0	0	3,069
		<b>Subtotal 3</b>	<b>12</b>	<b>28</b>	<b>8</b>	<b>8</b>	<b>52</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>132</b>	<b>19,300</b>	<b>579</b>	<b>0</b>	<b>0</b>	<b>19,879</b>
4		<b>Data Collection and Literature Review (Effects on Groundwater)</b>														
4.1		Project Management	2	4						4	10	1,430	43	0	0	1,473
4.2		Review Meeting with City (Assume 1 Review Meeting)	4	4		4	4				12	2,180	65	0	0	2,245
4.3		Data Collection and Literature Review	4	8		16	16	16			60	8,860	266	0	0	9,126
4.4		Technical Memorandum on Data Collection and Literature Review	2	4		4	4	4			24	3,230	97	0	0	3,327
4.5		QA/QC	2		4					4	10	1,490	45	0	0	1,535
		<b>Subtotal 4</b>	<b>14</b>	<b>20</b>	<b>4</b>	<b>20</b>	<b>24</b>	<b>20</b>	<b>0</b>	<b>8</b>	<b>92</b>	<b>13,960</b>	<b>419</b>	<b>0</b>	<b>0</b>	<b>14,379</b>
5		<b>Additional Investigations</b>														
5.1		Project Management	2	4						4	10	1,430	43	0	0	1,473
5.2		Review Meeting with City (Assume 1 Review Meeting)	4	4		4	4				12	2,180	65	0	0	2,245

ENGINEERING EFFORT FOR NITROGEN REMOVAL FEASIBILITY STUDY, PROJECT NO. 2018-03WW															
TASK	FEE, DOLLARS														
NO.	DESCRIPTION	Principal In Charge	Project Manager	Technical Advisor	Sr. Engineer	Project / Process Engineer	Staff Engineer	CAD Designer/Technician	Project Coordinator	TOTAL HOURS	LABOR	ODC	SUB MARKUP	SUB	TOTAL
		\$225	\$185	\$200	\$150	\$135	\$120	\$80	\$60				10%		
5.3	Client Billing Rates									\$149					
5.4	Work Plan on Additional Investigation and Sampling	4	4			4				8	1,280	38	0	0	1,318
5.4	Additional Investigation and Sampling on Water Quality	4	4		8	16	24			52	6,980	209	2,000	20,000	29,189
5.5	Technical Memorandum on Data Collection and Literature Review		4		8	8				20	3,020	91	0	0	3,111
5.6	QA/QC	2		4					4	10	1,490	45	0	0	1,535
	<b>Subtotal 5</b>	<b>8</b>	<b>20</b>	<b>4</b>	<b>16</b>	<b>32</b>	<b>24</b>	<b>0</b>	<b>8</b>	<b>112</b>	<b>16,380</b>	<b>491</b>	<b>2,000</b>	<b>20,000</b>	<b>38,871</b>
6	<b>Report on Effects of Discharge on Beneficial Use of Receiving Groundwater</b>														
6.1	Project Management	2	4			4			4	10	1,430	43	0	0	1,473
6.2	Review Meeting with City (Assume 1 Review Meeting)	4	4			4				12	2,180	65	0	0	2,245
6.3	Report on Effects of Discharge on Beneficial Use of Receiving Groundwater		8		24	24	24			80	11,200	336	0	0	11,536
6.4	QA/QC	2		8					4	14	2,290	69	0	0	2,359
	<b>Subtotal 6</b>	<b>8</b>	<b>16</b>	<b>8</b>	<b>24</b>	<b>28</b>	<b>24</b>	<b>0</b>	<b>8</b>	<b>116</b>	<b>17,100</b>	<b>513</b>	<b>0</b>	<b>0</b>	<b>17,613</b>
7	<b>Final Recommendations and Technical Report</b>														
7.1	Project Management	4	8						8	20	2,860	86	0	0	2,946
7.2	Review Meeting with City (Assume 2 Review Meetings)	8	8		24	8				24	4,360	131	0	0	4,491
7.3	Final Recommendation and Technical Report	4	8		24	64	24	24		148	19,420	583	0	0	20,003
7.4	Final Recommended Work Plan		8		8	8				16	2,560	77	0	0	2,637
7.5	Final Recommended Implementation Schedule		4		8	4				8	1,280	38	0	0	1,318
7.6	QA/QC	4		8					8	20	2,980	89	0	0	3,069
	<b>Subtotal 7</b>	<b>20</b>	<b>36</b>	<b>8</b>	<b>24</b>	<b>84</b>	<b>24</b>	<b>24</b>	<b>16</b>	<b>236</b>	<b>33,460</b>	<b>1,004</b>	<b>0</b>	<b>0</b>	<b>34,464</b>
8	<b>Optional – Salt and Nutrient Management Plan</b>														
8.1	Project Management	4	16						8	28	4,340	130	0	0	4,470
8.2	Review Meeting with City (Assume 2 Review Meetings)	8	8			8				24	4,360	131	0	0	4,491
8.3	Work Plan on Salt and Nutrient Management Plan	4	4		4	4	4			16	2,860	80	0	0	2,740
8.4	Data Collection and Field Work	4	8		8	16	16	16	2	70	9,060	272	2,000	20,000	31,332
8.5	Technical Memorandum 1 Salt and Nutrient Management Plan	8	8		8	24	24	8	4	84	11,480	344	0	0	11,824
8.6	Technical Memorandum 2 Salt and Nutrient Management Plan	8	8		8	24	24	8	4	84	11,480	344	0	0	11,824
8.7	Final Salt and Nutrient Management Plan	8	16		16	40	40	8	4	132	18,240	547	0	0	18,787
8.8	QA/QC	8		32					4	44	8,440	253	0	0	8,693
	<b>Subtotal 8</b>	<b>52</b>	<b>68</b>	<b>32</b>	<b>40</b>	<b>116</b>	<b>108</b>	<b>40</b>	<b>26</b>	<b>482</b>	<b>70,060</b>	<b>2,102</b>	<b>2,000</b>	<b>20,000</b>	<b>94,162</b>
9	<b>Optional – TDS and Nitrate-Nitrogen Tracking Spreadsheet</b>														
9.1	Project Management		2							2	370	11	0	0	381
9.2	TDS and Nitrate-Nitrogen Tracking Spreadsheet		4			4	24			24	2,880	86	0	0	2,966
9.3	Review Meeting with City (Assume 1 Review Meetings)		4			4	4			8	1,220	37	0	0	1,257
9.4	QA/QC		2			2	2			2	370	11	0	0	381
	<b>Subtotal 9</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>4,940</b>	<b>145</b>	<b>0</b>	<b>0</b>	<b>4,985</b>
<b>TOTAL, hours</b>		<b>166</b>	<b>318</b>	<b>82</b>	<b>246</b>	<b>504</b>	<b>298</b>	<b>72</b>	<b>120</b>	<b>1,788</b>	<b>263,430</b>	<b>7,903</b>	<b>4,576</b>	<b>45,760</b>	<b>321,669</b>
<b>TOTAL, dollars*</b>															

APPENDIX C  
SAMPLE PROFESSIONAL SERVICE AGREEMENT

**APPENDIX D**  
**EX PARTE COMMUNICATIONS CERTIFICATION**

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. Only sign one statement.

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Nitrogen Removal Feasibility Study RFP at any time after August 17, 2018.

  
\_\_\_\_\_

OR

I certify that Proposer or Proposer's representatives have communicated after August 17, 2018 with a City Councilmember concerning the Nitrogen Removal Feasibility Study RFP. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_

**APPENDIX E**  
**PRICING PROPOSAL FORM**

**PRICING PROPOSAL FORM - NITROGEN REMOVAL FEASIBILITY STUDY**

Task	Description	Total Cost
1	Data and Literature Review (Practicability)	\$14,132
2	Evaluation of Treatment Alternatives	\$83,184
3	Report on the Practicability of 10 mg/L Total Nitrogen Effluent Limitation	\$19,879
4	Data and Literature Review (Effects on Groundwater)	\$14,379
5	Additional Investigations	\$38,871
6	Report on Effects of Discharge on Beneficial Use of Receiving Groundwater	\$17,613
7	Final Recommendations and Technical Report	\$34,464
8	Optional – Salt and Nutrient Management Plan	\$94,162
9	Optional – TDS and Nitrate-Nitrogen Tracking Spreadsheet	\$4,985

TOTAL PROPOSAL AMOUNT IN FIGURES: \_\_\_\_\_ \$222,522

(Task Item No.'s 1 through 7)

TOTAL PROPOSAL AMOUNT IN WORD: TWO HUNDRED TWENTY-TWO THOUSAND, FIVE HUNDRED TWENTY-TWO DOLLARS

(Task Item No.'s 1 through 7)

TOTAL PROPOSAL AMOUNT IN FIGURES: \_\_\_\_\_ \$321,669

(Tasks Item No.'s 1 through 9 – Optional Task Included)

TOTAL PROPOSAL AMOUNT IN WORDS: THREE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS

(Tasks Item No.'s 1 through 9 – Optional Task Included)

**APPENDIX F**  
**DISQUALIFICATION QUESTIONNAIRE**

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No   X  

If the answer is yes, explain the circumstances in the following space.

**APPENDIX G**  
**DISCLOSURE OF GOVERNMENT POSITIONS**

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

RESPONSE) **NONE**

APPENDIX H  
TITLE 22 ACCEPTANCE LETTERS



State Water Resources Control Board  
Division of Drinking Water

January 27, 2015

Joon H. Min, Ph.D.  
President  
BKT United  
1225 N. Patt St.  
Anaheim, CA 92801

Subject: Conditional Acceptance of the BKT's BioFiltration to comply with California Water Recycling Criteria (1990005-738)

Dear Mr. Min,

The Division of Drinking Water's (Division) Recycled Water Committee has reviewed a request, dated November 11, 2014, from CDM Smith to consider the BKT's BioFiltration (BBF) as an alternative filtration technology for compliance with the California Water Recycling Criteria (Title 22), Section 60320.5. Accompanying the request was a report entitled, "Evaluation of TFF and BBF Technologies for Conditional Acceptance of California Water Recycling Criteria (Title 22)", dated November 2014. The report outlines findings from a study conducted at the Joint Water Pollution Control Plant located in the City of Carson, CA using the BKT United pilot plant.

The BBF is a type of biological aerated filter technology. It is an up-flow biological filter with floating expanded polypropylene bead media that provides physical filtration and allows the growth of a biofilm for biological treatment. The biofilm developed on the beads make the pores between beads smaller and the filtration function of the BBF can be enhanced by the biofilm. The BBF can be backwashed by reversing the flow.

The BBF was tested in two configurations: BBF operating in the filtration mode, BBF-F, and BBF operating in the filtration and nutrient removal mode, BBF-N. The BBF-F mainly targets suspended solid removal. In this mode, the BBF operates with a single, anoxic reactor. The BBF-N targets biological nitrogen removal as well as suspended solid removal. In this mode, the BBF has two reactors that operate in series, one under aerobic conditions and the other under anoxic conditions. Nitrogen removal is not required for compliance with Title 22, Section 60320.5, thus was not reviewed for this conditional acceptance.

Demonstration studies conducted using the BBF-F and BBF-N have satisfactorily shown an equal degree of treatment and reliability as those technologies listed in Title 22. Based on a review of the materials submitted, the Division grants conditional acceptance of the BBF operating in either BBF-F or BBF-N mode as an alternative treatment technology for recycled water filtration applications, subject to the following conditions:

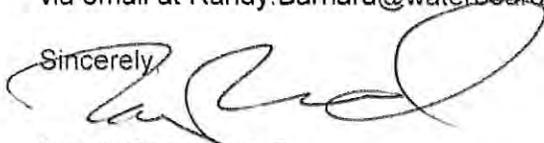
1. Loading rates shall not exceed 5 gpm/ft<sup>2</sup>.
2. Turbidity in the filtered water shall not exceed an average of 2 NTU within a 24-hour period, 5 NTU more than 5 percent of the time within a 24-hour period, and 10 NTU at any time.
3. Coagulation per Title 22, Section 60349 shall be added upstream of the alternative filtration technology to meet the requirement of Title 22, Section 60301.320(a) whenever the filter effluent supplies recycled water for a cooling use area as per Title 22, Section 60306.
4. Acceptance of this technology is contingent on it being complimented with a disinfection process which is compliant with Title 22, Section 60301.230.
5. Each installed BBF requires an operations plan that shall include a performance goal that adequate backwash duration is provided to ensure effective solids removal. The operations plan shall describe how this goal will be met under all conditions.
6. Each operations plan shall include scheduled inspections and assessments of the bead filter condition as an operational safeguard. This should include a routine visual inspection and a more in-depth assessment of the bead condition at least annually. Inspection frequencies may change as bead conditions change and performance experience is gained with time.
7. Each operations plan shall provide for assurances that adequate sludge wasting is practiced to ensure against excessive solids buildup in the filter vessel.

Conditional acceptance is specific to the BBF detailed in the report dated November 2014 described above. The Division must review in advance any future proposed changes made in the physical attributes or characteristics of this treatment technology to determine whether the modifications will require additional testing to ensure Title 22 equivalency.

Review and approval of all proposed water recycling projects using the BBF are provided through the Regional Water Quality Control Board's Water Reclamation permitting process. The Division's local district offices will also review all proposed water recycling projects using the BBF on a case-by-case basis to confirm full compliance with all applicable treatment and reliability features required by Title 22 for the specific treatment facilities.

If you have any questions regarding this letter, please contact Randy Barnard at (619) 525-4022 or via email at [Randy.Barnard@waterboards.ca.gov](mailto:Randy.Barnard@waterboards.ca.gov).

Sincerely,



Randy Barnard, P.E.  
Recycled Water Treatment Specialist  
Recycled Water Unit  
Division of Drinking Water  
State Water Resources Control Board  
1350 Front St., Rm. 2050  
San Diego, CA 92101

cc: Recycled Water Committee



State Water Resources Control Board  
Division of Drinking Water

January 27, 2015

Joon H. Min, Ph.D.  
President  
BKT United  
1225 N. Patt St.  
Anaheim, CA 92801

Subject: Conditional Acceptance of the Tightened Fiber Filter to comply with California Water Recycling Criteria (1990005-738)

Dear Mr. Min,

The Division of Drinking Water's (Division) Recycled Water Committee has reviewed a request, dated November 11, 2014, from CDM Smith to consider the Tightened Fiber Filter (TFF) as an alternative filtration technology for compliance with the California Water Recycling Criteria (Title 22), Section 60320.5. Accompanying the request was a report entitled, "Evaluation of TFF and BBF Technologies for Conditional Acceptance of California Water Recycling Criteria (Title 22)", dated November 2014. The report outlines findings from a study conducted at the Joint Water Pollution Control Plant located in the City of Carson, CA using the BKT United pilot plant.

The TFF is a back-washable fiber filter which uses flexible polypropylene fiber bundles as filtration media. A perforated pipe in the center of the fiber bundles collects the filtrate and operates in an outside-in filtration mode. During filtration, the fibers are pulled up tightly in the longitudinal direction to reduce the effective pore sizes of the filter media. The filter can be periodically backwashed by reversing the flow after loosening the fibers.

Demonstration studies conducted using the TFF have satisfactorily shown an equal degree of treatment and reliability as those technologies listed in Title 22. Based on a review of the materials submitted, the Division grants conditional acceptance of the TFF as an alternative treatment technology for recycled water filtration applications, subject to the following conditions:

1. Loading rates shall not exceed 3.7 gpm/ft<sup>2</sup>.
2. Turbidity in the filtered water shall not exceed an average of 2 NTU within a 24-hour period, 5 NTU more than 5 percent of the time within a 24-hour period, and 10 NTU at any time.
3. Coagulation per Title 22, Section 60349 shall be added upstream of the alternative filtration technology to meet the requirement of Title 22, Section 60301.320(a) whenever the filter effluent supplies recycled water for a cooling use area as per Title 22, Section 60306.

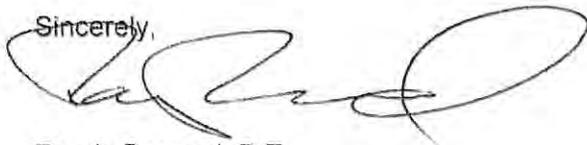
4. Acceptance of this technology is contingent on it being complimented with a disinfection process which is compliant with Title 22, Section 60301.230.
5. Each installed TFF requires an operations plan that shall include a performance goal that adequate backwash duration is provided to ensure effective solids removal. The operations plan shall describe how this goal will be met under all conditions.
6. Each operations plan shall include scheduled inspections and assessments of the fiber condition as an operational safeguard. This should include a routine visual inspection and a more in-depth assessment of the fibers condition at least annually. Inspection frequencies may change as fiber conditions change and performance experience is gained with time.
7. Each operations plan shall provide for assurances that adequate sludge wasting is practiced to ensure against excessive solids buildup in the filter vessel.

Conditional acceptance is specific to the TFF detailed in the report dated November 2014 described above. The Division must review in advance any future proposed changes made in the physical attributes or characteristics of this treatment technology to determine whether the modifications will require additional testing to ensure Title 22 equivalency.

Review and approval of all proposed water recycling projects using the TFF are provided through the Regional Water Quality Control Board's Water Reclamation permitting process. The Division's local district offices will also review all proposed water recycling projects using the TFF on a case-by-case basis to confirm full compliance with all applicable treatment and reliability features required by Title 22 for the specific treatment facilities.

If you have any questions regarding this letter, please contact Randy Barnard at (619) 525-4022 or via email at [Randy.Barnard@waterboards.ca.gov](mailto:Randy.Barnard@waterboards.ca.gov).

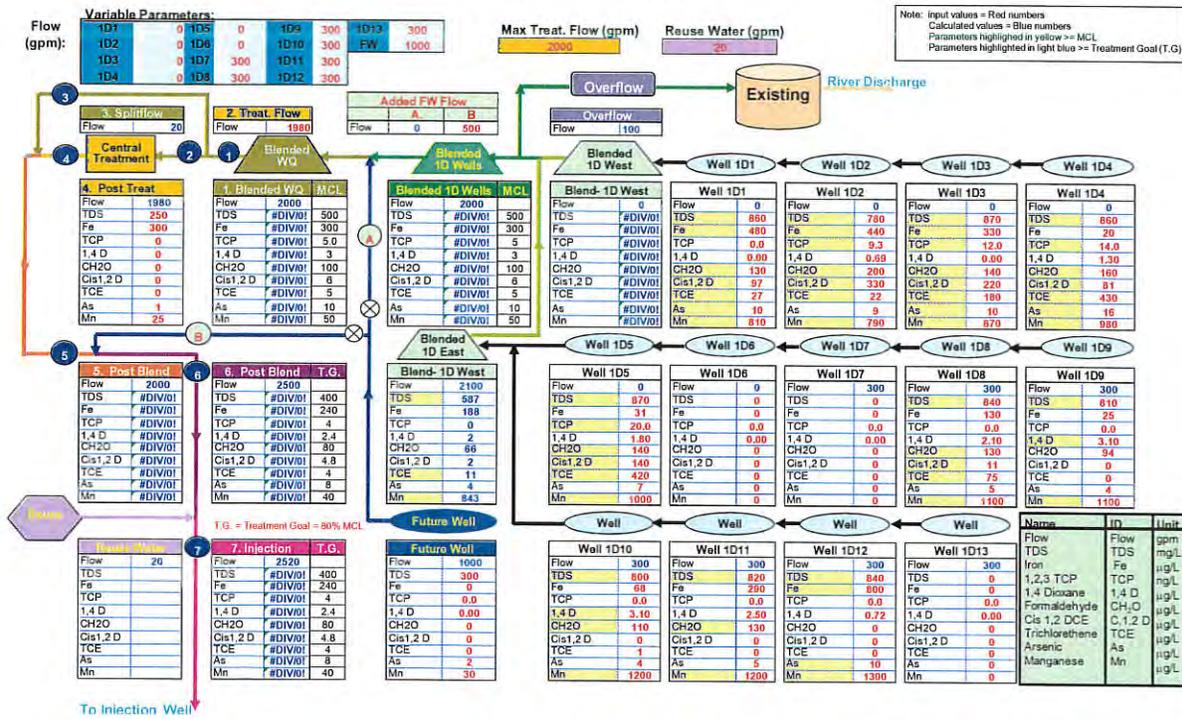
Sincerely,



Randy Barnard, P.E.  
Recycled Water Treatment Specialist  
Recycled Water Unit  
Division of Drinking Water  
State Water Resources Control Board  
1350 Front St., Rm. 2050  
San Diego, CA 92101

cc: Recycled Water Committee

# APPENDIX I BLENDING MODEL



Example of interactive blending model to allow simulation of various parameters, treatment, partial treatment and blending, and compliance for the water system. This model was used to obtain a waiver from the state, and Caltrans and Water Replenishment District was able to eliminate certain treatment process.

Case	1D1	1D2	1D3	1D4	1D5	1D6A	1D7	1D8	1D9	1D10	1D11	1D12	1D13	FW	Flow
1			300	300	300		300		300		300		300		2100
2	300	300		300			300	300		300		300			2100
3			300	300	300		300	300	300	300	300				2400
4		300		300			300		300		300				1800
5				300	300		300		300		300		300		1800
6				300		300	300			300		300			1500
7			300		300		300		300		300				1500
8							300				300				900
9				300	300		300		300						1200
10			300	300	300	300	300		300	300		300			2400
11	300			300	300	300	300		300						1800
12				300	300	300						300			1200
13				300											300
14				300	300		300		300						1200
15				300	300		300		300				300		1500
16				300	300		300		300		300		300		1800
17				300		300		300		300		300			1500
18			300	300					300		300				1200
19			300	300	300				300		300				1500
20				300					300						600
21				300	300				300						900
22				300			300	300		300					1200
23			300				300				300				900
24			300		300		300				300				1200
25				300											600
26				300	300				300						900
27				300		300	300			300					1200
28				300		300	300			300		300			1500
29				300			300		300						900
30				300	300				300						1200
31	300			300	300		300		300						1500
32				300		300									600
33				300	300	300									900
34	200	200	200	350	300	320	320	300	300	350	350	170			3360
35	100	100	132	420	110	100	280	210	160	100	100	102			1944
36	17.5	9.74	136	344	91.8	57.3	232	172	134	68.3	67.7	85.1	5.11		1420
37	25.5	15.3	22.7	31.3	35.3	45.9	212	114	113	173	118	116	18.4		1323

Case	TDS	Fe	TCP	1,4 D	CH2O	Cis1,2 D	TCE	As	Mn
1	720	528	7	1.24	95	63	194	13	907
2	829	303	7	1.37	104	74	114	11	1040
3	835	133	6	1.74	113	57	179	6	1081
4	823	273	8	1.60	100	70	128	8	1078
5	695	561	6	1.45	87	37	197	14	913
6	826	248	8	1.36	54	16	200	7	1156
7	836	169	6	1.48	101	72	186	5	1074
8	823	86	5	1.47	90	27	254	7	1127
9	838	62	9	1.55	99	55	295	7	1070
10	835	203	9	1.47	81	55	200	7	1094
11	838	151	10	1.32	87	53	241	10	1032
12	848	258	15	1.38	75	55	273	10	1095
13	860	20	14	1.30	160	81	430	16	980
14	838	62	9	1.55	99	55	295	7	1070
15	670	615	7	1.24	79	44	236	15	856
16	695	561	6	1.45	87	37	197	14	913
17	832	240	8	1.78	80	18	149	8	1136
18	840	166	7	1.73	131	75	153	9	1038
19	846	139	9	1.74	133	88	206	8	1030
20	835	23	7	2.20	127	41	215	10	1040
21	847	25	11	2.07	131	74	283	9	1027
22	823	110	10	1.53	68	20	250	6	1120
23	833	263	4	0.83	90	73	170	5	1090
24	843	205	8	1.08	103	90	233	5	1068
25	835	95	7	0.65	80	41	380	8	1090
26	847	25	11	2.07	131	74	283	9	1027
27	823	110	10	1.53	68	20	250	6	1120
28	826	248	8	1.36	54	16	200	7	1156
29	827	72	5	1.47	85	27	253	7	1093
30	838	62	9	1.55	99	55	295	7	1070
31	842	145	7	1.24	105	64	241	11	1018
32	840	100	19	1.50	80	41	335	10	1040
33	850	77	19	1.60	100	74	363	9	1027
34	830	204	7	1.58	102	60	157	8	1070
35	836	191	7	1.31	105	67	202	9	1054
36	835	176	7	1.36	100	54	222	8	1071
37	819	217	5	1.56	94	33	185	8	1096

Input based on 3years of actual well-run scenarios and output showing likelihood of MCL violation

**APPENDIX J**

**SPECIFIC ISSUES AND TECHNICAL APPROACH**

<b>Key Issues to Resolve</b>	<b>Our Approach</b>	<b>Our Experience in Resolving Similar Issues</b>
<p><u>Water Quality and Nitrogen Compliance</u></p>	<ul style="list-style-type: none"> <li>• Right Process and Environment (Oxygen, pH, Temperature, SRT)</li> <li>• Process Control (Ammonia-Based Aeration Control vs. DO) for Energy Saving</li> <li>• Best Available Technology (High Speed Blower, etc.)</li> <li>• Operation and Maintenance a Top Priority</li> <li>• Shift from Waste to Resource</li> </ul>	<ul style="list-style-type: none"> <li>• Our team consists of experts in process evaluation, process simulation, process control, process design, biological nutrient removal and recovery, and Title 22 compliance. We will perform detailed calculations specifically on nitrification/denitrification process environment including oxygen, pH, sludge retention time, substrate, etc. for compliance.</li> <li>• Our team has extensive experience on best available technology energy saving equipment that will be used for treatment plant upgrade, not only for process performance warranty but also wire to air guarantee.</li> <li>• One of the strongest sectors that our team provides is a contract operation with state certified operators and such capabilities will help data collection and offer operation input during treatment process evaluation.</li> </ul>
<p><u>Treatment Alternative Evaluation</u></p>	<ul style="list-style-type: none"> <li>• Process:               <ul style="list-style-type: none"> <li>➤ Activated Sludge for Denitrification</li> <li>➤ Integrated Fixed-Film Activated Sludge</li> <li>➤ Membrane Bioreactor</li> <li>➤ Biologically Active Filter</li> <li>➤ Natural Treatment System</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Our team consists of experts in process evaluation and process selection criteria paired comparison on regulatory acceptance, process robustness, operability, capital cost, operation and maintenance cost, environmental impact, and constructability in determining wastewater treatment process of activated sludge, fixed film, extended aeration, side stream, membrane bioreactor, and natural treatment.</li> <li>• During process evaluation our team will also consider construction sequencing to reduce shutdown duration and maintain existing treatment plant capacity and operation.</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Tertiary Filters</li> <li>• Process Selection and Ranking</li> <li>• Construction Sequencing</li> <li>➤ Maintain Existing Plant Capacity and Operation</li> <li>➤ Minimize Plant Shutdown Duration</li> <li>• Plant Hydraulic (Wet Weather/Dry Weather/EQ Basin)</li> <li>• Title 22 vs. Irrigation Flow</li> </ul>	<ul style="list-style-type: none"> <li>• Our team will analyze past operation record on flow and water quality particularly on wet weather (I/I) and dry weather flow for potential EQ basin design to confirm and minimize flow design criteria for subsequent treatment and prevent overflow.</li> <li>• Our team will evaluate treatment stream for compliance and seasonally variable irrigation flow demand and water quality requirements as well as associated irrigation flow storage to reduce operation cost; this will also increase nutrient value for landscaping.</li> </ul>
<u>Existing Equipment Condition Assessment</u>	<ul style="list-style-type: none"> <li>• Re-assessment of Existing Equipment</li> <li>• Identify hydraulic and electrical tie-in</li> <li>• Retrofit and Best Use of Existing</li> <li>• Team Decision Making</li> </ul>	<ul style="list-style-type: none"> <li>• Our team will evaluate existing treatment structure, equipment, instrumentation and control, electrical power supply, and new code enforcement for safety and treatment performance warranty; based on existing system condition our team will retrofit existing to certain extent with consideration of constructability, system tie-ins, plant operation, and construction sequence.</li> <li>• Our team will work closely with City engineering and operation for early decision making on existing equipment and structure along with process evaluation.</li> </ul>
<u>Computer Simulation Modeling</u>	<ul style="list-style-type: none"> <li>• Modeling: BioWin, Sumo, GPS-X, etc</li> <li>• Verify performance to meet strict discharge limits</li> <li>• Properly size blower (key energy offender)</li> </ul>	<ul style="list-style-type: none"> <li>• Our team has extensive wastewater treatment simulation modeling expertise including BioWin, Sumo, GPS-X, and our own spreadsheet-based treatment modeling that is best tailored to fit plant application.</li> <li>• Our team will collect data for accurate model data input, calibrate, and simulate based on last 10-years flow and water quality data.</li> </ul>

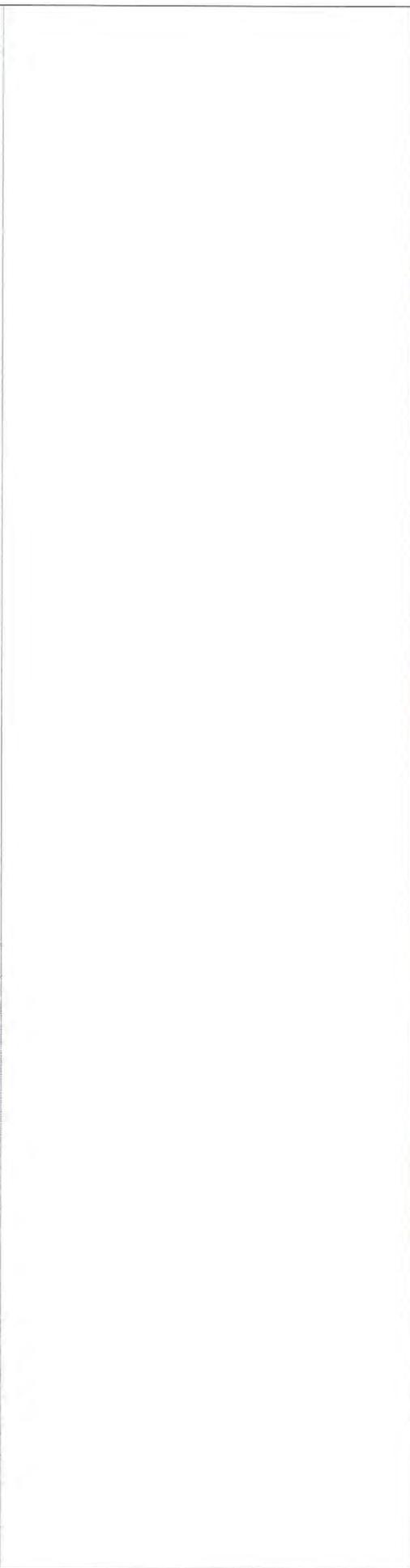
	<ul style="list-style-type: none"> <li>• Consider various averaging periods and conditions</li> <li>• Continue modeling for operation optimization</li> </ul>	<ul style="list-style-type: none"> <li>• Once the model is set up and calibrated our team will simulate different process for water quality compliance and system optimization in regard to capital and O&amp;M cost.</li> <li>• The modeling is not only on steady state but also dynamic simulation on various averaging periods and conditions.</li> <li>• The modeling will be used for equipment sizing and capital and long-term operation and maintenance cost evaluation.</li> <li>• Our team will provide modeling for City on future plant operation compliance, trouble shooting, and energy saving operation.</li> </ul>
<p><u>Effects of Water Reuse on Groundwater Supply</u></p>	<ul style="list-style-type: none"> <li>• Projected Water Quality Modeling</li> <li>• Water Quality and Soil Sampling Analytical Lab</li> <li>• Non-potable blending</li> </ul>	<ul style="list-style-type: none"> <li>• Our team will conduct groundwater modeling applied to simulate the impact of ground-water quality. The basin-wide modeling technique will provide a reasonable basis for long-term evaluation of ground-water quality with adequate data on the inputs and aquifer parameters for a given locality, this general technique can be used to guide regulatory procedures and land use decisions which can be applied at the local, regional or State level to protect ground-water resources. The model will be used for non-potable blending design and implementation.</li> <li>• Enthalpy Analytical, a sister company within Montrose family of business, is a certified laboratory by the Environmental Laboratory Accreditation Program, ELAP. For our client, they offer discounted, expedited analytical services with 5 days of turnaround time rather than typical 2 weeks with certified results to help provide data validation at no additional cost. These analytical capabilities, if needed, will provide feedback to the project which will be critical to keep the</li> </ul>

		<p>project on track without delays while providing substantial cost savings to the City.</p>
<p><u>Schedule Requirements</u></p>	<ul style="list-style-type: none"> <li>• Accelerated Schedule on Process Selection</li> <li>• Early Decision Making (Site tour, workshop, Over-the-shoulder BIM presentation, Laser Scan of Existing)</li> <li>• Alternative Delivery (DB, DBFO)</li> <li>• Pre-Purchase Equipment</li> <li>• Risk and Responsibility</li> <li>• Creative Solution for Cost Control</li> <li>• Efficient Design for Schedule Control</li> </ul>	<ul style="list-style-type: none"> <li>• Our team brings the most economical design production team comprised of design manager, CAD manager, and design engineers that have been working together on a number of projects. Our recent design proposal for a local client was much more than 40% lower in design cost than other qualified teams due to our core understanding of the process without learning on the job, and efficient design production team that provided 3D design. The City used this design package for funding application.</li> <li>• We bring innovative, out of the box thinking to the process, design, and construction phasing. This approach helps our clients to significantly reduce project cost without compromising on the quality of the delivered project. As an example, we are evaluating to extend the side wall of the existing Trickling Filter for aeration basin without building new tanks as shown on the cover photo.</li> <li>• Our alternative project delivery (APD) produces many benefits and provides added value to the City throughout the project life cycle, including: <ul style="list-style-type: none"> <li>➤ Expedited project completion</li> <li>➤ Improved project cost management</li> <li>➤ Reduced risk for City</li> <li>➤ Compressed Schedule</li> <li>➤ Single Point of Accountability</li> <li>➤ Reduced Overall Cost</li> <li>➤ Enhanced team coordination and innovation</li> <li>➤ Increased overall project quality</li> </ul> </li> </ul>

<p><u>Funding</u></p>	<ul style="list-style-type: none"> <li>• Start now (Identification, Application, PDR, Plan, Specs, Cost Estimate)</li> <li>• Confirm funding is on board with method project delivery</li> </ul>	<ul style="list-style-type: none"> <li>• We have extensive experience securing funds from the State of California via various funding opportunities (Proposition 1, Proposition 50, State Revolving Loans, etc.) and using State-approved applications such as the Financial Assistance Application Submittal Tool (FAAST). In addition, we can provide design build, design build finance and operate, and alternative public private partnership (P3) project delivery options so that the capital improvement budget impact is minimum to the City.</li> </ul>
<p><u>Permit</u></p>	<ul style="list-style-type: none"> <li>• Start early by engaging the regulators so that there are no schedule surprises</li> <li>• Continue to update the regulators on a regular basis to adjust the permit strategy</li> </ul>	<ul style="list-style-type: none"> <li>• With our strong networks with existing and extensive networks of collaborators, technology providers, and regulators that will help limit pitfalls and deliver a thorough project in a timely manner as well as negotiating the equipment cost. We have worked with representatives of the State Water Resources Control Board (SWRCB) for other projects, and we already have a good working relationship with Ms. Cindy Li. Knowing Cindy will facilitate discussions and acceptance of the proposed treatment technology for the City.</li> </ul>

APPENDIX K  
SCHEDULE

ID	Task Name	Duration	Start	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	
1	<b>Nitrogen Removal Feasibility Study</b>	<b>267 days</b>	<b>Tue 9/25/18</b>																
2	<b>Practicability of 10 mg/L Total Nitrogen Limitation</b>	<b>70 days</b>	<b>Tue 9/25/18</b>																
3	Data Collection and Literature Review	10 days	Tue 9/25/18																
4	Evaluation of Treatment Alternatives	25 days	Tue 10/9/18																
5	Draft Report	15 days	Tue 11/13/18																
6	Review Period	10 days	Tue 12/4/18																
7	Incorporate Comments	10 days	Tue 12/18/18																
8	<b>Effects of Discharge on Receiving Groundwater</b>	<b>171 days</b>	<b>Tue 1/1/19</b>																
9	Data Collection and Literature Review	15 days	Tue 1/1/19																
10	Identification of Additional Data Needs	5 days	Tue 1/22/19																
11	Additional Sampling if Needed	20 days	Tue 1/29/19																
12	Draft Report	20 days	Tue 2/26/19																
13	Review Period	101 days	Tue 3/26/19																
14	Incorporate Comments	10 days	Tue 3/26/19																
15	<b>Final Technical Report</b>	<b>26 days</b>	<b>Wed 8/28/19</b>																
16	Combine Studies	15 days	Wed 8/28/19																
17	Prepare a Tentative Work Plan and Time Schedule for Facility Plant Improvements	10 days	Wed 9/18/19																
18	Submit Final Technical Report	1 day	Wed 10/2/19																



Project: Banning Nitrogen Schem  
Date: Thu 8/16/18

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

**APPENDIX L**

**LIST OF REPRESENTATIVE PROJECTS AND RELEVANT TASKS**

<b>Relevant Project Experience</b>	<b>Client</b>	<b>Wastewater Treatment</b>	<b>Recycled Water</b>	<b>Alternative Analysis</b>	<b>Salt Management</b>	<b>Regulatory Compliance</b>	<b>Preliminary Design</b>	<b>Full-Scale Design</b>
Wastewater treatment demonstration	City of Rialto, CA	•	•			•	•	
Nitrogen compliance from wastewater plant	Orbit Energy Rhode Island, RI	•		•	•	•	•	•
Phosphorus compliance from wastewater plant	Orbit Energy North Carolina, NC	•		•		•	•	•
Wastewater treatment operation	City of Avalon, CA	•				•		
Nitrogen removal for recycled water project	LA County Sanitation District, CA	•	•	•		•		
Phosphorus removal alternatives for wastewater	City of Los Angeles, CA	•		•		•		
Evaluation and full-scale design for AS and MBR	Sewer Maintenance District, CA	•	•	•		•	•	•
Wastewater treatment upgrade	City of Santa Barbara, CA	•		•		•	•	
Treatment of membrane reject from recycled water plant	West Basin Municipal Water District, CA	•	•	•	•	•		
Virus removal monitoring for recycled water application	Orange County Sanitation District, CA	•	•	•		•		
Preliminary evaluation of nutrient loading reduction	Rodeo Sanitary District, CA	•		•		•		
Development of groundwater injection criteria using MFI	West Basin, CA	•	•	•	•	•		
Wastewater treatment alternatives for Plant 3A	Santa Margarita Water District, CA	•		•		•		
Guidance for selection of salt, metal recovery	WaterReuse Foundation, VA	•			•			
Maximizing recovery groundwater recharge	Water Research Foundation, CO		•	•	•			
Treatment of Micropollutants using UV/ozone	CEC / EPRI, CA		•	•				

<b>Relevant Project Experience</b>	<b>Client</b>	Wastewater Treatment	Recycled Water	Alternative Analysis	Salt Management	Regulatory Compliance	Preliminary Design	Full-Scale Design
I-105 freeway dewatering wells beneficial use	Water Replenishment District of Southern California, CA			•	•	•		
Wastewater high TSS solids removal	Miller Coors Brewery, CA	•		•		•	•	
Process wastewater with high HPC count	Bumble Bee, CA	•	•	•		•	•	
Flume wastewater treatment	ConAgra, CA	•		•		•		
High solids flume wastewater treatment	Smucker, CA	•		•		•		
Removal of solids, COD for large production facility	Grimmway, CA	•	•	•		•		
High strength industrial wastewater	Farmer John, CA	•		•		•		
Recovery of solids from wastewater plant	JTM Foods, OH	•	•	•		•		
High strength wastewater preliminary evaluation	Sierra Nevada, CA	•		•		•		
Mobile wastewater treatment	USGS, VA	•	•	•		•		
Energy efficient turbo blower replacement for MBR	Stone Brewery, CA	•	•	•		•	•	•
High strength wastewater preliminary evaluation	Lagunitas, CA	•	•	•		•		
Digestate wastewater treatment and nutrient recovery	Clean World, CA	•	•	•		•		
Digestate wastewater treatment and nutrient recovery	UC Davis, CA	•	•	•		•		
Recovery of nutrient and wastewater treatment	Novus Energy, CA	•	•		•	•	•	
Raw water or digestate treatment for local compliance	Ringer Farm, OH	•	•	•		•	•	
Large scale digestate wastewater treatment	William Grant Sons, Scotland	•	•	•	•		•	
Biofuel wastewater compliance using innovative options	Zechem, CA	•		•		•		
Production plant wastewater compliance for organic	Shaw Industries, CA	•		•		•		

<b>Relevant Project Experience</b>	<b>Client</b>	Wastewater Treatment	Recycled Water	Alternative Analysis	Salt Management	Regulatory Compliance	Preliminary Design	Full-Scale Design
Shale gas produced water recycle and reuse	DOE, DC	•	•	•	•	•		
Real time monitoring of virus and bacterial in Title 22	Water Replenishment District, CA	•	•	•	•	•		
Recovery of recycled water for recharge / recycle	WaterReuse Foundation, VA	•	•	•	•			
East Fork Wetland operations support	North Texas Municipal Water District, TX	•	•	•		•	•	
Leonard Water Treatment Plant Residual Evaluation	North Texas Municipal Water District, TX			•		•	•	•
Lower Bois d'Arc Water Supply Project	North Texas Municipal Water District, TX					•	•	•
Monofill Disposal Project	North Texas Municipal Water District, TX			•		•	•	•
Phase IIIA Filter Improvements	Trinity River Authority, TX	•						•
Peninsula WWTP UV Disinfection Improvements	Upper Trinity Regional Water District, TX	•						•
Winnie Wetland Operations Support	City of Winnie, TX	•				•	•	•
Tres Rios Wetland	City of Phoenix, AZ	•		•			•	
Rock Reed Filter Pilot Study	Johnson County Water Control Improvements District, TX	•		•		•	•	•
Water Reuse Feasibility Study	City of McAllen, TX	•	•	•	•	•	•	
JBS Pretreatment Evaluation	City of Cactus, TX	•		•	•	•	•	
Filanc Pala Casino Wastewater Treatment Plant	Pala, CA	•		•		•	•	•
VVWRA Satellite Plants	Apple Valley, CA	•		•		•	•	•
VVWRA Satellite Plants	Hesperia, CA	•		•		•	•	•
Goleta Wastewater Treatment Plant Upgrade	Goleta, CA	•		•		•	•	•
Regional Wastewater Treatment Plant Phase III	VVWRA, CA	•		•		•	•	•
SOCWA Aeration and Cogen Upgrade	SOCWA, CA	•		•		•	•	•

<b>Relevant Project Experience</b>	<b>Client</b>	Wastewater Treatment	Recycled Water	Alternative Analysis	Salt Management	Regulatory Compliance	Preliminary Design	Full-Scale Design
City of Holtville-WWTP Improvement	Holtville, CA	•		•		•	•	•
Sundance 3.6 MGD Wastewater Reclamation Facility	Buckeye, AZ	•		•		•	•	•
JCChang PV Wastewater Treatment Upgrade	Coalinga, CA	•		•		•	•	•

**APPENDIX M**  
**RESUMES OF THE KEY TEAM MEMBERS**

## Joon H. Min, PhD - Vice President

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Dr. Min has 25 years of experience in private, public, and academic fields of water industry. He has experience working with technology companies (Evoqua, Calgon, Veolia, Severn Trent, Dow, Suez, Trojan, Doosan, etc.) in water and energy related ventures. In the last 15 years, he has been involved in developing advanced water and wastewater treatment projects focused on project development, financing, designing, fabricating, installing, permitting, commissioning, and working with vendors, engineering firms, and contractors in municipal and industrial sectors. Dr. Min has worked extensively to secure multi million dollars for project financing through grants, loans, private partnership, etc. He is actively involved in treatment of emerging contaminants (arsenic, selenium, nitrogen, 1,2,3 TPC, PFCs, VOCs TDS, etc.), industrial wastewater (FGD coal power plant waste treatment produced water treatment), wastewater, recycled water, and groundwater treatment projects.

### Education

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Postdoctoral Environmental Engineering Science	Caltech, Pasadena 1998
PhD Civil and Environmental Engineering	University of California, Los Angeles 1997
MS Civil and Environmental Engineering	University of California, Los Angeles 1993
BS Mechanical Engineering	University of California, Berkeley 1991

### Professional Experience

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Vice President-Global Water Practice	Montrose Environmental Group 2017-Present
Adjunct Professor-Environmental Chemical Engineering	UC Riverside 2012-Present
President	BKT United 2010-2017
Director of Advanced Treatment	Psomas 2009-2010
Project Manager	Carollo Engineers 2002-2009
Project Engineer	Metropolitan Water District of So California 1998-2002

### Project Experience

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#### Technology Innovation

- **Anti-Fouling Membrane System and Biofilter:** Spearheaded a US entry of an innovative, international technology firm with testing, on- site trials, demonstration, etc. for oil and gas, industrial, municipal, clients by working with integrator, marketing and sales group.
- **Hydrogel Media for Metals Removal:** Led a start-up based on a patent from Caltech (Min and Hering) for municipal, industrial, refinery clients by working with investors, equipment provider, sales group.
- **Biological Nitrate and Perchlorate Removal:** Worked closely with regulators (State of California),



NSF, municipal clients, and equipment providers (Siemens, Shaw, etc.) in receiving state approval for a new treatment technology.

- **National Sanitary Foundation Technology Validation:** As a third-party technology validator, worked closely with private start-up companies and NSF to provide independent testing of new water technologies for ETV and Title 22.

#### Projects-Wastewater, Water Reuse, and Storm Water

- **Orbit Energy Rhode Island:** Project Manager for wastewater treatment plant using MBR process to meet nitrogen requirement. Involved in process evaluation, design, construction support, and start-up of the wastewater treatment facility.
- **Orbit Energy North Carolina:** Project Manager for wastewater treatment plant using MLE and DAF process to meet phosphorus requirement. Involved in process evaluation, design, construction support, and start-up of the wastewater treatment facility.
- **Los Angeles County Sanitation District, California-Nitrification Denitrification of Secondary Clarified Water Using Biofiltration:** Project Director for evaluation of biofiltration for nitrogen compliance at the Joint Water Pollution Control Plant as a pretreatment for a recycled water project. The demonstration project started a 3rd year of operation to test a main stream anammox process to control nitrogen.
- **Los Angeles, California-Recycled Water Title 22:** Project Director responsible for obtaining a California conditional acceptance (Title 22) for a new biofiltration process working with CDM and a state representative. The conditional acceptance was granted in early 2015.
- **West Basin Municipal Water District, California-Development of Injection Criteria for Water Reuse:** Project manager for multi stakeholder project where MFI standards were evaluated to develop new standard for recycled water injection to groundwater. Investigated various membrane fouling indices to use as a standard.
- **City of Torrance, California-Predesign of BMPs for Detention Basins Tributary to Santa Monica Bay:** Project manager for developing the Best Management Practices to minimize stagnant water, reduce bacterial concentrations, and improving water quality for multiple storm water basins. Also put together a state funding application for the City.
- **Placer County, California-Wastewater Treatment Plant Expansion:** Project engineer assisting with evaluation and cost estimates of various liquid treatment processes including Membrane Biological Reactor (MBR), Bardenpho activated sludge process, oxidation ditch, moving bed bio reactor, etc.

#### Projects-Industrial On-Site Water and Wastewater Treatment

- **Department of Energy Flue Gas Desulfurization Wastewater Treatment:** Principal Investigator in charge of demonstrating hybrid biosorption process to remove selenium, nitrate, and arsenic with



innovative low-cost treatment system.

- **Department of Energy Solar Thermal Membrane Distillation Brine Treatment:** Co-Principal Investigator to support field trial of innovative solar thermal MD process to treatment RO brine for inland application.
- **Miller Brewery, California-Treatment and Recovery of Grain Wash:** Project director in charge of installing a membrane filtration system to concentrate 3% solid to 10% solid to be sold as animal feed.
- **Bumble Bee Foods, California-Treatment of HPC Laden Fish Thawing Water:** Technical Director for controlling HPC in thawing water for frozen tuna to reuse the process water and control the level of HPC by removing submicron particles with industrial membrane system.
- **Nalco and ConAgra, California-Resource Recovery of Large Commercial Scale Tomato Processing Facility:** Project Director for treatment of tomato flume water for seasonal processing pilot testing with UF membrane system.
- **Nalco and Smucker, California-Treatment of Flume Wastewater:** Project Director for treatment of strawberry flume water pilot testing with UF membrane system.
- **Grimmway Farms, California-High Solid Carrot Processing Water:** Project Director for treatment of carrot flume and process water pilot testing with UF membrane system.
- **Farmer John, California-High Ammonia and Cod Removal from Plant Waste:** Project director for testing highly concentrated waste stream from the food manufacturing process.
- **JTM Foods, Ohio-Recovery of Processed Meat Using Industrial Membrane:** Project director for developing a treatment strategy for recovery of meat during high temperature cooking process to reduce COD in the plant wastewater.
- **Sierra Nevada Brewing, California-Reduction of On-Site Wastewater from a Brewery Process:** Project director for evaluation of industrial membrane system for removing TSS and COD to reduce discharge penalties.
- **US Geological Services, Virginia-Livestock Wastewater Treatment Demo:** Project Director working with USGS team to develop a cost-effective mobile livestock wastewater treatment system.
- **Stone Brewery, California-Energy Efficient Turbo Blower Replacement for Industrial MBR System:** Technical support for a replacement of roots blower with turbo blower as part of MBR plant upgrade.
- **Nalco, Illinois-Recovery of Colloidal Silica for Nalco Chemical:** Project director in charge of overseeing colloidal silica using anti-fouling membrane system from Nalco's Chicago plant.
- **Ashland Chemical, Delaware-Polymer Wastewater Treatment:** Technical Director to provide QAQC



on installation of membrane filter for a methylcellulose production facility in Ashland's Belgium plant.

- **Clean World and UC Davis, California-Nutrient Recovery from Digestate:** Project director for digestate treatment and recovery of nutrient using membrane filtration at UC Davis and Sacramento Regional.
- **Novus Energy, Minnesota-High Concentration Nutrient Recovery from Digestate:** Project director for designing and testing digestate treatment and recovery of nutrient using membrane filtration in Portland, Oregon.
- **Novus Energy, Kansas-High Concentration Nutrient Recovery from Digestate:** Project director for designing and developing an engineering design package for digestate treatment and recovery of nutrient using membrane filtration in Kansas City.
- **Ringler Energy, Ohio-Treatment of Anaerobic Digester Effluent:** Project director for developing an engineering design package for digestate treatment to comply with local discharge regulations.
- **Clarkson University, New York-Demonstration Digestate Treatment:** Technical Advisor on demonstrating digestate treatment membrane system for a campus based anaerobic digester.
- **American Electric Power, Virginia-On Site Demonstration Testing of Flue Gas Desulfurization (FGD) Power Plant Wastewater:** Project Director overseeing test plan, on-site demonstration testing for treatment of arsenic, selenium, and mercury from the power plant wastewater to comply with EPA's new regulation using NF-RO membrane system.
- **Southern Company, Georgia-Full Scale Demonstration Testing of FGD Power Plant Wastewater:** Project Director for securing a contract and executing a short-term test for treating arsenic, selenium, mercury, and nitrate for Southern Company with NF-RO membrane.
- **Duke Energy, North Carolina-Bromide compliance and membrane concentrate generation from FGD wastewater:** Project Director to secure a contract to start a full-scale demonstration testing to comply with bromide discharge issue from the FGD wastewater.
- **Electric Power Research Institute, North Carolina-Demonstration Testing of FGD Power Plant Wastewater at Georgia Power Plant:** Project Director for a full-scale demonstration test for treating arsenic, selenium, mercury, and nitrate for Southern Company using two state NF-RO system.
- **Southern Research, Georgia & Electric Power Research Institute, North Carolina-Long Term Demonstration of Anti-Fouling Membrane System for FGD Wastewater:** Long term (12 month) testing to commence in summer 2016 to validate the stability of membrane system for treating FGD power plant wastewater.
- **Nalco Chemical, Illinois-Treatment of Produced Water with A Single Step NF Process:** Project Director for pilot testing of several produced water from Marcellus, Fayetteville, Barnett, etc. with NF grade industrial membrane system.



- **Teck Mining, Canada-Removal of Nitrate and Selenium from Mining Wastewater:** Pilot testing of biofiltration to remove high level of nitrate and selenium using biofiltration.
- **William Grant and Sons, Scotland-Pilot Testing of Large Scale Digestate Treatment:** Project Director for pilot testing 1 MGD digestate from a commercial distillery in Scotland.
- **Rochem, Italy-Landfill Leachate Treatment:** Technical support for leachate treatment with high COD using industrial UF membrane.
- **Zechem, California-Recovery of Organic Material from Biofuel Production:** Project director to help refine the pre-treatment and recovery process of organics to be used in biofuel production.
- **Confidential Client-Treatment Industrial Engine Depot Wastewater:** Project director for on-site testing of TSS and TDS from engine remanufacturing wastewater stream.
- **Orica, Colorado-Ion Exchange Brine Treatment and Reuse:** Project director for a development of brine treatment and reuse system for sulfate and organics to reduce brine waste and also reduce salt consumption.
- **Shaw Carpet, California-Separation of Dye from Combined Wastewater:** Project director for developing a compliance strategy for organics (dye) removal and recovery of clean water for beneficial reuse at the plant.
- **NRG Energy, California-Particle Removal from Dewatering Process:** Project director for evaluating treatment strategy for particle removal from sweater and freshwater mixture dewatering process.
- **National Science Foundation, California-Development of Hydrogel Sorbent for Cost-Effective Treatment of Arsenic, Selenium, and Chromium from Water and Industrial Wastewater:** Researcher developing the formulation and testing the media for contaminant removal to be used for drinking water and industrial wastewater including gallium arsenide wafer manufacturing.
- **Chevron Research and Technology Company, California-Biosorption Database Development for Sediments and Sludge:** Researcher at UCLA developing a sorption modeling database to evaluate the potential for remobilization and toxicity of heavy metals in sediments.

#### Projects - UV, Ozone, NDMA, and MTBE

- **National Science Foundation, Michigan-Environmental Technology Verification:** Project manager for field testing a new compact ozone system for water and water reuse application. Worked closely with NSF and the ozone system provider for site negotiation, preliminary test concept development, etc.
- **Harvey Mudd College & Metropolitan Water District of Southern California-Removal of NDMA by UV and AOP:** Project manager and liaison for the Harvey Mudd College Engineering Clinic to investigate photolysis of NDMA and perchlorate from groundwater using pulsed UV and pulsed UV/ H<sub>2</sub>O<sub>2</sub>.



- **Metropolitan Water District of Southern California, California-Formation of NDMA During Conventional Treatment Plant:** Project engineer to study the formation of NDMA during conventional treatment using various coagulant and polymer as well as chlorine and chloramine.
- **Metropolitan Water District of Southern California, California-Reformation of NDMA after AOP process:** Project engineer to investigate the effect of chlorine and chloramine on potential formation of NDMA in combination with advanced treatment technologies downstream of AOP.
- **Metropolitan Water District of Southern California, California-Technical Review for NDMA Compliance:** Project manager to provide technical review of NDMA compliance during a conventional water treatment plant.

#### Projects-Groundwater and Remediation

- **City of Arcadia, California-Treatment of TCE:** Project manager for a 3,000 gpm groundwater treatment project using GAC. Led the state grant process to cover the part of construction cost with this financial alternative.
- **City of Barstow, California-Remediation for Nitrate and Perchlorate:** Project director for a 1,000 gpm groundwater cleanup project for the City of Barstow. Led the process design team for drawing, specification, and operations manual. Interfaced with the State financial assistance division and developed funding strategy for the City.
- **Pasadena Department of Water and Power, California-Technical Services for the Monk Hill Treatment System:** Assistant Project manager for providing technical and 97-005 permitting support for the Monk Hill Treatment System project for perchlorate, nitrate, and VOC removal using ion exchange and GAC treatment.
- **City of Fresno, California-Groundwater Contaminants and Treatment Alternatives:** Task leader for compiling information on groundwater treatment alternatives for the City. The task included water quality review of a few hundred wells and developing strategies for treatment and cost estimates for arsenic, iron, manganese, chromium, VOCs, and radioactive species.
- **City of Vernon, California-Engineering Services to Prepare Engineering Report for Iron and Manganese Treatment:** Project manager for developing a treatment train and cost estimates for a wellhead treatment system for perchlorate and 1,2 DCA.
- **Chevron and Shell, California-Remediation of Groundwater Contaminated with MTBE:** Project manager in charge of a litigation case involving the City of Santa Monica, Chevron, Shell, Arco, and Texaco. Developed an interactive, comprehensive process and cost model to evaluate dozen UV AOP, GAC adsorption, and other treatment cases for settlement, and supported 97-005 permit.
- **Water Replenishment District of Southern California, California-Design of groundwater treatment containing TCE and other VOCs:** Project manager to develop a treatment train for 13 dewatering wells for I-105 for Caltrans and the Water Replenishment District of Southern California. The wells



are contaminated with manganese, TCE, arsenic, 1,2 DCA, 1,2,3 TCP, and 1,4 dioxane. Tasks included conceptual design, blending model development, and other permitting tasks including completion of a DHS Policy Memo 97-005 for direct domestic use of extremely impaired sources.

- **City of Loma Linda, California-Groundwater Management and Treatment Alternative Evaluation for Perchlorate, Arsenic, and Fluoride:** Project manager for a groundwater management and treatment alternative evaluation to evaluate blending and treatment alternatives for perchlorate, arsenic, and fluoride for the City of Loma Linda, California, as part of a groundwater cleanup project.
- **Irvine Ranch Water District, California-Wells 21 and 22 Evaluation of Membrane and Ion Exchange:** Project manager for evaluation of RO and NF membranes and ion exchange for TDS, hardness, and nitrate removal. Developed a comprehensive Excel based mass balance model.
- **Indian Wells Valley Water District, California-Pilot Testing of Zero-Liquid-Discharge Technologies Using Brackish Groundwater for Inland Desert Communities:** Technical advisor for treating RO concentrate contaminated with arsenic, selenium, and radioactive species. Brackish water was used for treating Inland Desert Communities.
- **Baldwin Park Operable Unit, California-Demonstration of Biological Process for High Concentration of Brine Containing Perchlorate and Nitrate:** Project manager for supporting demonstration of suspended biological reactors for the treatment and recycle of ion exchange brine containing perchlorate using NF and RO membrane.
- **Department of Defense, California-Fixed-Bed Biological Demonstration Program for Perchlorate and Nitrate Removal:** Technical advisor for a 20 gpm fixed-bed biological demonstration project for the City of Rialto, San Bernardino County, and Department of Defense under the federal DOD demonstration (ESTCP) program.
- **San Bernardino Municipal Water Department, California-Gilbert Street Well Perchlorate Contamination Response Analysis:** Project manager for providing evaluation for perchlorate treatment options including blending, partial blending and retrofit of existing GAC plant to be used as ion exchange system, and a new ion exchange system to support the District with the Response Analysis.
- **California American Water Company, California-Arsenic Treatment from Groundwater:** Project manager to evaluate arsenic and uranium loading to a Severn Trent GFO system and to develop an arsenic rule compliance strategy for the Sacramento District of California American Water.
- **District of Southern California-California I-105 Freeway Dewatering Wells Beneficial Use of Groundwater Project:** Project manager to develop a treatment train for 13 dewatering wells for I-105 for Caltrans and the Water Replenishment District of Southern California. The wells are contaminated with manganese, TCE, arsenic, 1,2 DCA, 1,2,3 TCP, and 1,4 dioxane. Tasks included water quality review, conceptual design, blending model development, and other permitting tasks including completion of a DHS 97-005 for direct domestic use of extremely impaired sources.



- **Castaic Lake Water Agency, California-Saugus Well Perchlorate, Nitrate Contaminated Groundwater Treatment:** Task leader and project engineer evaluating perchlorate treatment options, developing process simulation models, pilot testing, developing conceptual design and site layout for ion exchange and biological process.
- **Magna Water Company and ATK, Utah-Perchlorate and Arsenic Treatment:** Technical advisor for reviewing the proposed remedial actions by ATK including in-situ immobilization of contaminants by injecting stabilizing chemicals.
- **City of Gilroy, California-Conceptual Evaluation of Perchlorate Treatment Alternatives, Costs and Siting Requirements:** Project engineer to develop cost estimates and site layouts at four well fields for packaged system ion exchange costs.
- **City of Pomona, California-Engineering Design, Construction Management and Inspection Services for Well 37 Treatment Plant:** Project engineer for the design and permitting of multi-vessel wellhead treatment for perchlorate and nitrate for the City of Pomona, California. The project included design of an ion exchange facility and a design of a brine line for discharging brine.
- **City of Ontario, California-Dry Year Yield Well Head Treatment Facility:** Project engineer for the City of Ontario, California, final design of wellhead treatment project for nitrate and perchlorate from multiple groundwater sources.
- **City of Hughson, California-Water System Operation and Engineering Support Assessment of Arsenic Treatment Technologies:** Project manager for a feasibility study to evaluate arsenic treatment system and develop cost estimates for arsenic treatment alternatives for the City.
- **City of Hanford, California- Arsenic Treatment Technology Selection:** Technical advisor for conceptual design of wellhead treatment systems to remove arsenic for 18 wells for the City. The technologies evaluated include coagulation filtration, membrane, adsorption system, etc.
- **Victor Valley Water District, California- Design of Infrastructure Improvements to Bring Victor Valley Water District into Compliance with the Arsenic Rule:** Technical advisor and task leader to develop cost estimates for arsenic treatment using ion exchange for the Victor Valley Water District, California. The cost comparison was made between a packaged ion-exchange system (Basin Water) and a coagulation filtration system.
- **Elsinore Valley Municipal Water District, California-Elsinore Basin Groundwater Management Plan for Arsenic Compliance:** Technical advisor for the Elsinore Valley Water District, California, for evaluating coagulation filtration and adsorption processes for arsenic removal.
- **Los Angeles Department of Water and Power, California-Evaluation and Preliminary Design of Enhanced Coagulation Facilities at the LA Aqueduct Filtration Plant:** Task leader to select and recommend a "near-zero" arsenic treatment technology as part of a two-year feasibility, bench- and pilot-scale evaluation study of conventional filtration for the removal or reduction of various water quality issues including arsenic, DBP precursor, bromate, and phosphorus at the 600-mgd LA



Aqueduct Direct Filtration Plant.

- **Sandia National Laboratories, California-Arsenic Water Technology Partnership:** Technology reviewer for the National Arsenic Water Technology Partnership sponsored by Sandia National Laboratories (SNL) from 2003 to 2005. Interviewed and evaluated more than 30 vendors who provided arsenic treatment solution.
- **Environmental Protection Agency, USA-National Arsenic Demonstration Project:** Technical peer reviewer for the Environmental Protection Agency's national arsenic treatment demonstration project reports on coagulation filtration and adsorption technologies.
- **City of Santa Barbara, California-Ortega Well Treatment Plant:** Technical advisor for treatment of iron, manganese, and hydrogen sulfide from the groundwater for the City of Santa Barbara, California. Also provided regulatory overview for the compliance with the current regulations.
- **Environmental Protection Agency, Washington, D.C.-Radionuclide Residual Calculation Model SPARRC:** Technical reviewer for the comprehensive Excel based model development Spreadsheet Program to Ascertain Residuals Radionuclide Concentrations.
- **Yorba Linda Water District, California-Nitrification Plan Development and Time of Use for Reservoir Mixing:** Project engineer developing an energy savings strategy by minimizing the electricity cost with the Time of Use concept and investigating nitrification issues in the reservoirs.
- **City of San Angelo, Texas-Treatment and Pipeline Design for Addressing Radium from groundwater:** Technical advisor assisting the evaluation of treatment technologies including RO, IX, lime softening as well as residuals.
- **City of Chino Hills, California-Pellisier Wellhead Treatment Design Project:** Technical advisor reviewing the water quality issues for drilling replacement wells.
- **Mesa Consolidated Water District, California-Bromate Treatment and Compliance for Ozone Plant for Groundwater Treatment:** Technical advisor to comply with bromate level in the effluent of a large groundwater treatment system using ozone process for color removal as part of an on-going litigation.
- **Mesa Consolidated Water District, California-Filter Performance Evaluation and Backwash Optimization for AOC removal:** Technical advisor to evaluate the performance of biological polishing filters to remove assimilable organic carbon (AOC) from the ozonation process for color removal.
- **Metropolitan Water District of Southern California, California-Alternative Disinfectant Evaluation Study:** Technical consultant on distribution system issues and water treatment processes arising out of proposed chlorine and chlorine dioxide.
- **Metropolitan Water District of Southern California, California-Cryptosporidium Action Plan for Drinking Water Compliance:** Project engineer for investigating of filter performance and backwash



cycle of Jensen Filtration Plant (400 MGD) using particle count and turbidity as surrogate for the removal of Cryptosporidium and evaluating other water quality issues.

### Projects – Research and Development

- **Department of Energy, Texas-Treatment of Shale Gas Fracturing Water for NPDES:** Co-Principal Investigator for developing a treatment system for hydrofracturing water (produced water and flowback water) involving anti-fouling membrane systems with Southern Research Institute.
- **Ministry of Trade Industry and Energy, Korea- Shale Gas Water Reuse Demonstration using Forward Osmosis, Membrane Distillation, and Anti fouling Membrane:** Project Lead for full-scale on-site demonstration in the US for three years.
- **WaterReuse Foundation, Virginia-Guidance for Selection of Selective Salt, Metal, Radionuclide, and Other Valuable Material Recovery Approaches:** Principal Investigator for developing a guidance document for studies involving membrane systems where materials are recovered as concentrate stream teamed up with Clarkson University.
- **WaterReuse Foundation, Virginia-New Techniques for Real Time Monitoring of Membrane Integrity for Virus Removal:** Principal Investigator for developing a new protocol for monitoring virus and bacteria from water reuse facilities including MF and RO processes. The analytical tools used include dynamic light scattering, epifluorescence, and other methods team up with University of California at Irvine.
- **Water Research Foundation, Colorado-Innovative Treatment Technologies for Arsenic, Perchlorate, and Nitrate Residuals:** Principal investigator for demonstrating, validating, and developing various methods to deal with emerging contaminants containing arsenic, perchlorate, and nitrate teamed up with Caltech.
- **Water Research Foundation, Colorado-An Electrochemical Reactor to Remove Bromide and Brominated DBPs from Drinking Water:** Principal investigator for designing reactors to evaluate the performance of electrochemical systems for bromide control and removal during ozone disinfection process teamed up with University of California at Los Angeles.
- **Water Research Foundation, Colorado-Unintentional pH Variation During Arsenic Treatment:** Principal investigator for evaluating the effects of the change in pH and water quality on adsorptive arsenic treatment systems teamed up with Caltech.
- **Water Research Foundation, Colorado-Metal Doped Hydrogel Media for Arsenic Removal in Drinking Water and Arsenic Brine Minimization:** Principal investigator for developing an innovative single use media for arsenic, chromium, and selenium removal using green, sustainable media made from kelp-based biopolymer teamed up with Caltech.
- **WaterReuse Foundation, Virginia-Maximizing Recovery of Recycled Water for Groundwater Recharge Employing an Integrated Membrane System:** Project engineer assisting with operation



and performance review of membrane demonstration system for water reuse application at Leo Vander Lans Plant owned by Water Replenishment District of Southern California teamed up with Colorado School of Mines.

- **Water Research Foundation, Colorado-Treatability of Perchlorate containing Water by RO, NF, and UF membrane:** Project engineer responsible for testing various RO, NF, UF single elements for the removal of perchlorate and other constituents from water teamed up with University of Colorado.
- **CEC & EPRI, California-Treatment of Micropollutants (NDMA/MTBE) by UV and Ozone AOP:** Project manager/engineer to examine a catalyst-assisted high-energy, pulsed-UV system for treating perchlorate in water. Investigated the oxidation of NDMA by hydroxyl radicals using ozone and ozone/H<sub>2</sub>O<sub>2</sub> processes. Studied the oxidation of degradation by-products during ozone and ozone/ H<sub>2</sub>O<sub>2</sub> process teamed up with Duke University.
- **Water Research Foundation, Colorado-Removal of MTBE with UV and Ozone Advanced Oxidation Process:** Pilot task leader to study the treatment of MTBE from using ozone and UV AOP systems. Investigation focused on the formation and evolution of by-products including TBA, TBF, acetone, and aldehydes during the AOP process. Also investigated the effects of alkalinity and TOC on the AOP using various source water including Miami Dade, Florida, Waste Water Treatment Plant effluent teamed up with University of Colorado.
- **Water Research Foundation, Colorado-Removal of Bromate, Perchlorate, and Nitrate in Conventional Ozone / GAC system:** Pilot task leader to investigate bromate formation during ozone and subsequent removal of bromate and perchlorate in biological filter teamed up with University of Illinois at Urbana Champaign.
- **Environmental Protection Agency, Washington DC-Method Development for Characterizing Metal Organics Complex Using LC/MSD:** Project manager at Caltech developing methods to use advanced analytical tools with electro spray and atmospheric pressure chemical ionization.

#### Projects-Planning

- **City of Fresno, California-Groundwater Master Plan Update:** Project manager in developing a 250 plus well field master plan in terms of blending strategy and treatment strategy to comply with the groundwater regulations.
- **Azusa Light & Water, California-Water Master Plan Update:** Water quality task leader for a master plan update addressing water quality and regulatory issues for the client.
- **Yorba Linda Water District, California-Domestic Water System Master Plan:** Project engineer providing expertise in water quality regulations for the District. The project includes updating the District's H2ONET hydraulic model.

#### Projects – Energy and Air Pollution



- **Placer County, California-Sewer Maintenance District 1 Wastewater Treatment Plant Expansion Cogeneration Feasibility Study:** Project engineer for evaluating a payback period for a biogas from a digester using Sterling engine. Evaluated various generator types and developed cost estimates.
- **Los Angeles, California- Feasibility of Wind Energy Conversion System:** Performed a feasibility study of various types of wind energy conversion system and assisted in a preliminary environmental impact report.
- **Los Angeles, California-Benefit Cost Analysis of Wind Generation Systems:** Conducted economic evaluation of wind energy conversion system using benefit cost analysis with selective sensitivity analysis approach. Contacted a number of wind energy conversion system providers for cost and system information.
- **Los Angeles, California-Air Pollution Control System for an Industrial Application:** Conducted preliminary environmental impact report and conceptual design of air pollution control system for fluidized cracking unit in oil refinery using shell flue gas treatment process.
- **Los Angeles, California-Transport Modeling of Air Pollutants:** Evaluated modeling of transport processes of air contaminants in the urban boundary layer.

#### P3 and WPA Development and Project Funding

- **Water Purchase Agreement:** As part of P3 development, specific WPA are being developed for municipal and industrial water/wastewater clients to bring a turn key solution to include engineering, permitting, procurement of equipment, installation, and contract operation.
- **Public Private Partnership:** Worked with a number of public utilities including Rodeo Sanitation District in Northern California, the City of Pomona in Southern California, etc. by developing a BOT type of contract arrangement and term sheet to facilitate treatment system for water purchase agreement type projects for the end users. Worked with equipment financing company and investment fund to secure project financing and develop water purchase agreement.
- **Demonstration Grant:** In order to supplement project funds, secured multi-million-dollar demonstration grants for the City of Barstow, etc. by developing supplemental funding source using innovative treatment approach and partnership arrangement where the demonstration grant covered substantial portion of the full-scale treatment needs.

#### Leadership and Organizational Building

- **President of North American Operation:** Successfully helped to launch a North American business of an international water treatment technology firm BKT with a \$120 million worth of backlog. Responsible for strategic development of key business sectors including groundwater, recycled water, and industrial water treatment. Duties included training, mentoring, outsourcing tasks, resource planning, working with partner companies.



- **Founder and Managing Director:** Started a water technology company which licenses and develops IP for various industrial and municipal water treatment processes through R&D. Developed a partnership network, supplier chain, VC and other fundraising effort.
- **Project Director:** Led an advanced treatment process group for a regional consulting company by securing projects, reviewing deliverables, working with other division leaders to collaborate on project pursuits.

#### Business Development, Marketing, and Client Management

- **Business Development:** Spearheaded in securing numerous projects with existing and new clients in both municipal and industrial sectors including groundwater, recycled water, wastewater, oil and gas, power plants, food and beverage, and biogas industries. Exhibited at conferences and workshops to develop business opportunities in new sectors including biotech, chemical, etc.
- **Marketing:** Assisted in developing and reviewing new website contents, presentation materials, fact sheets, and other marketing materials. Led the effort in on-line resources and tools to facilitate and disseminate information on new water treatment technologies.
- **Client Management:** Oversaw all facets of client relationships from the project inception, contract negotiation, project execution, project close out, and cross selling. Worked closely with engineering, construction, sales team, and partner companies to ensure that clients' expectations are met.

#### Teaching and Mentoring

- **UC Riverside, California-Chemical and Environmental Engineering Senior Design Class:** Sponsored and mentored six senior engineering teams, each with 5 to 6 students for designing a water treatment project. The topics included produced water treatment, power plants wastewater treatment, etc.
- **UC Irvine, California-Civil and Environmental Engineering Senior Design Class:** Supervised and mentored a team of 6 senior engineering team members for special water treatment design and test projects. The topics include produced water treatment, groundwater treatment for nitrate, etc.
- **UC Los Angeles, California-Civil and Environmental Engineering Graduate Level Aquatic Chemistry Course:** Lecturer for a graduate level aquatic chemistry course covering fundamental water treatment chemistry for 3 years.
- **Safe Water International, California-Water Quality Analysis and Fundamentals Course:** Volunteer instructor for a non-profit organization providing sanitation, well construction, water treatment to third world countries.
- **UC Los Angeles, California-Water Quality Chemistry Lab Course:** Teaching assistance for an undergraduate level water chemistry course covering water chemistry principles.
- **DIT, California-Computer Hardware and Software Introduction:** Adjunct professor for a lecture and



a lab course on personal computer design and software for 5 terms.

### Presentations and/or Publications

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- Min, J.H., Chatterton, B., Ringler, E., Renew, J., Philbrook, D., "Advanced Treatment of Shale Gas Frac Water to Produce NPDES Quality Water" DOE RPSEA Technology Conference, Texas, August 2016
- Min, J.H. "Innovation in Wellhead Treatment for Groundwater Contaminants Using Low Energy and Low Waste Water Treatment Technologies", Los Angeles Environmental Forum, August 2016
- Preece, J., Breckenridge, R., Cham, Min, J.H., "Demonstration of industrial NF membrane integrated with RO membrane to meet FGD wastewater treatment at APE", EPRI, In preparation
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- Robinson, A., Chan, A., Cramer, J., Min, J. "Reuse of Meat Processing Wastewater Using the Anti-Fouling Membrane System" Industrial WaterReuse Conference, Austin, Texas, February 2015
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- Kim, J.K., Min, J.H., Eum, Y.J., Yang, E.J., Yu, M.J., Lee, J.W., Wardle, C. "Selenium recovery for beneficial reuse from zinc smelting processing at low pH conditions" Chicago, IL, WEFTEC, October 2013
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- Yoon, Y.J., Rhu, P., Eum, Y.J., Min, J.H., "Primary Treatment of Domestic Wastewater and First Flush of CSOs Using High Rate Up-Flow Filtration System with Floating Media", WEFTEC, New Orleans, Louisiana, October 2013
- Ringler, A., Chan, A., Min, J.H., Eum, Y.J., "Digestate: Recovery and treatment of anaerobic digestion effluent with high solid and high density using vortex generating membrane system", Ohio,



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- Chan, A., Eum, Y.J., Kim, J.K., Park, G.T., Kim, S.W., Min, J.H., "Comparison of Dewatering Technology for Digestate Pre-Treatment and Using Membrane Separation for Post Treatment" BioCycle, San Diego, 2013
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- Min, J.H. "Low Cost and Sustainable Treatment for Metal Contaminants in Water and wastewater", Water Quality Conference, Ontario, CA, November 3-4, 2010.
- Min, J.H. "Discussion on Evaluation of Selenium Removal from Refinery", EWSP International Water Conference, San Antonio, TX, October 25-28, 2010.
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- Min, J.H., Gajjar, N. Powell, B.J., Juby, G.J.G., Li, S., Boulos, L., and Meyerhofer, J.A. "Practical Implications of Blending and Treatment for Perchlorate and Multi Contaminants Compliance." Paper presented at the National Groundwater Association 2005 Annual Conference on MTBE and Perchlorate, San Francisco, CA, May 26-27, 2005.
- Min, J.H., Boulos, L., Brown, J.C., Le Gouellec, Y., Cornwell, D., Coppola, E., Baxley, S., Rine, J. Hering, J.G., and Vurnal, N. "Innovative Alternatives to Minimize Arsenic, Perchlorate, and Nitrate Residuals," American Water Works Association Research Foundation Report. March 2005.
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- Hering, J.G., and Min, J.H. "A Novel Sorbent for Treatment of Arsenic (V) - Contaminated Ion Exchange Brine." Proceedings of the American Water Works Association 2004 Water Quality Technology Conference, San Antonio, TX, November 14-18, 2004
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- Boulos, L., Min, J.H., Juby, G.J.G., Anderson, R.A., Prasifka, D.W., Brown, J.C., and Kimbrough, D. "Investigation of Ion-Exchange Treatment for Perchlorate-Impacted Saugus Aquifer in the Santa Clarita Valley." Paper presented at the Ground Water Association of California Perchlorate in California's Groundwater Symposium, Glendale, CA, August 4, 2004.
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- Min, J.H., Boulos, L., Brown, J.C., Juby, G.J.G., and Meyerhofer, J.A. "Perchlorate Treatment Options and Implementation Issues to Consider." Paper presented at the 2003 Annual Tri-State on the River Conference, Laughlin, NV, September 23-25, 2003.
- Min, J.H., Meyerhofer, J.A., and Baribeau, H. "Chlorine or Chloramines: Know the Facts Before Making a Decision." Paper presented at the American Water Works Association 2002 Distribution



and Plant Operations Conference, Nashville, TN, September 7-10, 2002.

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- Liang, S., Min, J.H., and Green J. "Oxidation of N-Nitrosodimethylamine (NDMA) by Ozone and PEROXONE Processes." Paper presented at the International Ozone Association Pan American Group 2001 Annual Conference, Newport Beach, CA, May 5-9, 2001.
- Liang, S., Min, J.H., Davis, M.K., Green, J.F., and Remer, D.S. "Treatment of N-Nitrosodimethylamine (NDMA) by Pulsed-Ultraviolet (UV) Irradiation and Pulsed-UV/Hydrogen Peroxide (H<sub>2</sub>O<sub>2</sub>) Processes." Water Quality Technology Conference, Salt Lake City, UT, November 5-9, 2000.
- Liang, S., Min, J.H., and Snoeyink, V. "Removal of Bromate and Perchlorate in Conventional Ozone/GAC Systems." Paper presented at the American Water Works Association 2000 Annual Conference & Exposition, Denver, CO, June 11-15, 2000.
- Min, J.H. and Hering, J.G. "Removal of Selenite and Chromate Using Iron (III)-Doped Alginate Gels," Water Environment Research, 71: (2) 169-175. 1999.
- Min J.H. and Hering J.G. "Advanced Analytical Methods for Direct Quantification and Characterization of Ambient Metal Species in Natural Waters." Paper presented at the Water Testing and Quality Assurance Conference, Washington D.C., July 1998.
- Min, J.H., and Hering, J.G. "Arsenate Sorption by Fe (III)-Doped Alginate Gels," Water Environment Research, 32: (5) 1544-1552. 1998.
- Min, J.H., and Hering, J.G. "Arsenate, Selenite, and Chromate Sorption by Fe (III)-Doped Alginate Gels." Paper presented at the American Institute of Chemical Engineers National Meeting, Los Angeles, CA, November 1997; and published in Advances in Environmental Research, 2: (2) 207-217. 1998.
- Min J.H. and Hering J.G. "Metal-Doped Biopolymer for Removal of Oxyanions from Wastewaters." Paper presented at the Gordon Research Conference, June 1996; and the 70th American Chemical



Society Colloid and Surface Science Symposium, Potsdam, NY, 1996.

- Min J.H. and Hering J.G. "Application of Metal-Doped Biopolymers for Removal of arsenic from Wastewaters." Paper presented at the University of California, Los Angeles Center for Clean Technology Annual Meeting, October 1995.
- Min J.H., and Hering J.G. "Development and Application of Biosorption Database for the Control of Heavy Metals in Wastes and Wastewaters." Paper presented at the Purdue Industrial Wastewater Conference, May 1995.
- Min J.H. and Hering J.G. "Evaluation of the Potential for Remobilization and Toxicity of Heavy Metals in Waste Sediments and Sludges of a Constructed Pond." Paper presented at the Chevron Research and Technology Company, Richmond, CA, 1993.



## James Wang, PE – Senior Manager

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Mr. Wang has civil and environmental engineering experience spanning back to 1997; working as project manager, design manager, design lead, and project engineer. He has completed nearly 100 projects in water and wastewater treatment plant, recycling and desalination facility, bio-solid and bio-gas, pump station and pipeline, hydraulic modeling, and SCADA system. Mr. Wang's areas of expertise include: studies, planning, design, cost estimate, construction management, operation and maintenance of treatment plant, water distribution and sewage collection system, water quality testing and modeling, and AutoCAD. Mr. Wang is proficient in innovative and cost-effective design. He is also experienced in electrical, process, and instrumentation, mechanical, structural, and architectural design. Mr. Wang is adept at coordinating project plans with multiple constants. Other responsibilities include field engineering, supervision, monitoring, and system startup.

### Education

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MS Civil Engineering	University of Windsor, Canada 2004
BS Water and Wastewater Engineering	Shandong University, China 1997

### Professional Experience

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Senior Manager of Global Water Practice	Montrose Environmental Group, Inc. 2018-Present
Project Manager	HDR Engineering 2007-2018
Project Engineer	Pacific Advanced Civil Engineering 2005-2007

### Licenses & Certifications

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Professional Engineer (PE), California #C81123  
 NASSCO Pipeline Assessment and Certification Program #U-1114-06022800  
 NASSCO Manhole Assessment Certification Program #U-1114-06022800  
 NASSCO Lateral Assessment Certification Program #U-1114-06022800

### Project Experience

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#### Design-Build

- City of Pomona, California-Perchlorate Treatment System:** Design Manager. City of Pomona perchlorate treatment anion exchange plant, AEP bypass booster pumps and bag filter; associated pipelines and valving, appurtenances and interconnections with existing systems, civil site work, structural components, electrical and instrumentation systems, and SCADA integration services. Assisted with obtaining any final regulatory permit approvals for facilities operations; and developed



an Operations Plan.

\*\*American Public Works Association (APWA), Southern California Chapter 2012 PROJECT OF THE YEAR – Drainage, Water and Wastewater

- **West Basin Municipal Water District, California-Phase V Design Build Expansion:** Design Manager. Edward C. Little Water Recycling Facility (ECLWRF) Phase V Design-Build expansion. Conducted a feasibility study and provided design-build services to increase the capacity of barrier water to 12.5 mgd total capacity and increase the capacity of Title 22 water to 40 mgd. Phase IV improvements included upgrades and expansion of the Title 22 treatment system, solids handling system, chemical systems, microfiltration treatment system (includes a new 10.8 mgd microfiltration system), reverse osmosis treatment process, ultraviolet (UV) disinfection treatment system, and site.
- **Filanc Pala Casino, California-Wastewater Treatment Plant:** Design Manager. Greenfield design-build of 0.6 million gallons per day (MGD) wastewater treatment plant and upgrades to an existing life station utilizing Sequence Batch Reactor(SBR) technology in concert with a micro-screen and disk filters.

\*\*DBIA: Western Pacific Regional and National Awards of Excellence in the Water/Wastewater category

\*\*San Diego AGC 2009 Build San Diego award
- **Filanc Inland Empire Utility, California-Agency RP-1 Fuel Cell:** Design Manager. Designed the 2.8 MW fuel cell power plant for UTS Bioenergy. The power plant includes a 600 scfm gas anaerobic digester gas treatment system, 2.8 MW fuel cell, and a 4 MMBTU heat recovery system to augment existing onsite boilers.
- **Camp Pendleton Marine Corps Base, California-Filanc P1045 Camp Pendleton Water Conveyance and Pump Stations:** Design Manager. New potable water conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP). Project P-1045 includes approximately 89,400 linear feet of 24-inch nominal diameter (20-inch internal diameter) high density polyethylene (HDPE) pipeline; 26,600 linear feet of 14-inch nominal diameter (12-inch internal diameter) HDPE pipeline; approximately 10,000 linear feet of 24-inch nominal diameter (20-inch internal diameter) pipeline; three pumping stations (160hp, 2.0 MGD capacity; 60hp, 1.4 MGD capacity; and 225 hp, 5.0 MGD capacity); a new three million gallon capacity AWWA D-110 Type III pre-stressed concrete reservoir; and a new pressure reducing station east of the I-5 crossing. The project included development of hydrology, hydraulic, and scour analyses for three major water courses crossing the alignment, resulting in development of long horizontal directional drill (HDD) installations to cross these locations and place the pipe below projected river scour depths.
- **Camp Pendleton Marine Corps Base, California- Reyes P1046 Camp Pendleton Wastewater Conveyance and Pump Station:** Design Manager. New waste water conveyance, pumping, and emergency overflow storage facilities at Marine Corps Base Camp Pendleton (MCBCP). Project P-1046 includes approximately 28,400 linear feet of sewer force main at various size high density polyethylene (HDPE) pipeline ranging from 6-inch to 24-inch; approximately 7,000 linear feet of 10-inch diameter gravity sewer collection piping and associated 24 manholes. Five sewer lift station



stations (20hp, 0.2 MGD capacity; 60hp, 0.75 MGD capacity; 75 hp, 1.5 MGD capacity; 100 Hp, 2.2 MGD capacity and 120 HP, 4.6 MGD capacity). The project includes development of hydraulic analysis for 5 force mains and one long horizontal directional drill (HDD) installations to cross creek and place the pipe below projected river scour depths.

- **Willow Spring Water Bank (formerly Antelope Valley WB), California-Pipe Line Design:** Design Manager. Designed 9 miles 84-inch cement mortar lined and coated steel pipe force main and gravity feed line between Colorado River and percolation pond pump station that consist of 4-5000 medium voltage turbine pump and 600- acre percolation pond and 72 production wells.
- **Victor Valley Wastewater Reclamation Authority, California-Water Reclamation Plant Design:** Project Engineer. Prepared the preliminary and final design for two water reclamation plants (WRP). The two WRPs have an initial capacity to treat an average flow of 1.0 million gallons per day (MGD) using membrane bioreactor (MBR) technology. It is anticipated that the TOAV facility will be expanded to treat 2.0 MGD and to operate as a scalping facility in the future. The City of Hesperia plant will also be expanded to treat 4.0 MGD.
- **Goleta Sanitary District, California-Waste Water Treatment Plant Upgrade:** Project Engineer. Prepared preliminary design report and validation study. Modified the headworks, upgraded the treatment plant to full secondary standards using a trickling filter/activated sludge system, designed a new blower building, expanded secondary sedimentation capacity, designed for new flow equalization, and designed a new thickening and dewatering building. In the thickening and dewatering building, waste activated sludge is thickened with screw thickeners and dewatering utilizes two new screw presses. Design also included site/civil work, paving and grading, and a new shower and locker facility. The improvements expand the capacity of full treatment to approximately 9 mgd.
- **Victor Valley Wastewater Reclamation, California-Wastewater Treatment Plant Phase III:** Design Manager. Completed design to expand the West Regional Water Reclamation Plant utilizing a MBR facility to provide high-quality reclaimed water. The expansion used ultraviolet light to achieve disinfection without creating disinfection byproducts.
- **South Orange County Wastewater Authority, California-Aeration and Cogen Upgrade:** Project Engineer. Prepared the preliminary design report for the aeration equipment alternatives evaluation and contract documents for the aeration upgrades. Provided engineering services for the upgrades to the aeration system including process modeling, blower alternative evaluation, diffuser alternative evaluation, preliminary design, final design, and bid assistance.
- **LA Bureau of Engineering, California-Hyperion Treatment Plant:** Project Manager. Designed ferrous chloride system for City of Los Angeles Hyperion Treatment Plant that consist of two 12-ft diameter FRP tank, metering, chemical injection and control system.
- **Sundance Water Reclamation Facility, Arizona-Design Services:** Project Engineer. Provided design services for 3.6 MGD wastewater treatment facility producing effluent meeting ADEQ Title 18 Class A+ Reclaimed Water Standards and includes a two-tank SBR design complete with headworks,



anoxic tank, surge tanks and aerated sludge storage basins. Additionally, UV disinfection is utilized to eliminate the need for chemical treatment.

- **CDCR Pleasant Valley State Prison, California-J.C. Chang Photovoltaic Wastewater Treatment Upgrade:** Design Manager. Designed a 1 million gallon per day CDCR Pleasant Valley State Prison Wastewater Treatment Plant Upgrade that consist of influent pump station, suspended air flotation, multiple media filter, chlorine contact tank, and final effluent pump station.
- **Terminal Island Water Reclamation Plant, California-Product Water Stabilization System:** Project Manager. Designed product water stabilization system for City of Los Angeles Terminal Island Water Reclamation Plant that consist of four 10-ft diameter FRP tank, chemical metering and pumps, chemical injection pipeline and control system.
- **Western WRF, California-Aeration Blower:** Lead Engineer. Designed new blower and electrical building and aeration basin upgrade. The new blower building consists of 5-300 HP high speed centrifugal blower that supply air up to 22,700 SCFM peak hour air flow demand.
- **S. CA Regional Rail Authority, California-CTO 33 Oil Water Separation:** Lead Engineer. Provided design for Southern California Regional Rail Authority (SCRRA) oil water separation using lift station conveyance and oil-water separator and associated piping and electrical and control system.

#### Water Treatment

- **Coos Bay/North Bend Water Board, Oregon-Pony Creek WTP Expansion:** Design Manager. Pony Creek WTP upgrades to keep the facility ahead of the curve in producing quality water and meeting peak demands. Efforts include increasing the plant's capacity from 8 to 12 MGD, incorporating conventional flocculation and sedimentation, providing integrated manganese control, and improving the disinfection system. These improvements were recommended based on a two-month pilot plant study.
- **Carlsbad Desalination WTP, California-Preliminary Design:** Project Engineer. Provided preliminary design report and conceptual design of a 50 million gallon per day ocean desalination treatment plant including process and instrumentation, mechanical plan and sections, civil site layout and engineering specification.
- **King Abdullah, Saudi Arabia- Economic City Ocean Desalination:** Task Manager. Provided preliminary design report and 30% design of a 6 million gallon per day ocean desalination treatment plant including process and instrumentation, mechanical plan and sections, civil site layout and engineering specification; bid service and engineering service during construction.
- **Hot Water RO Treatment Facility, California-Design:** Project Engineer. Provided design of a 50 gpm hot water reverse osmosis treatment system and product water tank and booster system to reduce total dissolved solid in the hot water supply system.
- **Confidential Client, Ocean Desalination Treatment Plant Intake Predesign:** Design Manager.



Designed an ocean intake system that convey 300 million gallons per day seawater to an ocean desalination treatment plant and a 200 million gallon per day brine dilution pump station.

- **Irvine Ranch Water District, California-MWRP Emergency Discharge:** Project Manager. Designed sodium bisulfite dichlorination for Irvine Ranch Water District that consist of two one 5000-gallon XLHDPE tank, metering, chemical metering pump, chlorine analyzers, chemical injection and control system for a 33 million gallon per day emergency discharge to San Diego creek.

#### Pump Station-Pipeline

- **Montgomery/Verdi Underpass, California-Stormwater Pump Station Design:** Project Manager. Designed a 1,000 gallon per minute 100 years stormwater pump station for the Montgomery/Verdi Underpass project. The system design includes civil, mechanical, electrical, instrumentation and SCADA.
- **San Jacinto EMWD, California-RW Conveyance Pump Station:** Task Manager. EMWD San Jacinto RW Conveyance includes a Booster Pumping Station (BPS) with a total firm capacity of 100 cubic foot per second using six pumps each rated at 500 HP. Additional components include chemical facilities to inject sodium hypochlorite.
- **Mangular Blending Facility, Corona-Design:** Design Manager. Mangular Blending Facility includes a dual zone Booster Pumping Station (BPS) with a total firm capacity of 5,000 gpm using five pumps (two 100 HP and three 150 HP). Additional components include provisions for emergency power; chemical facilities to inject sodium hypochlorite and ammonia to produce monochloramines for disinfection; and improvements to the existing facility blend well water with treated water.
- **Confidential Client, Nevada-HRDI Mine Water System:** Design Manager. HRDI mine water system includes 7 production wells with a total firm capacity of 7000 gallon per minute using seven well pumps each rated at 700 HP. Additional components include water storage tank and 16 miles of HDPE conveyance pipeline.
- **Long Beach Water Department, California-S12 Sewer Lift Station Rehabilitation:** Project Manager. Provided engineering design and bid phase services for the S-12 Sewer Lift Station Rehabilitation. Work includes numerous lift station improvements needed to address issues with structural, mechanical, electrical and instrumentation components, develop rehabilitation alternatives, and develop plans and specifications.
- **Port of Long Beach, California-Pier B Stormwater Pump Station Upgrade:** Design Manager. Engineering design and bid phase services for the Pier B Stormwater Pump Station Rehabilitation. Work includes numerous station improvements needed to address issues with structural, mechanical, electrical and instrumentation, and force main components, develop rehabilitation alternatives, and develop plans and specifications for the existing Pier B Pump Station and North Harbor Storm Drain System.
- **City of Riverside, California-Magnolia Stormwater Pump Station:** Project Manager. Designed a 1,000



gallon per minute 100 years stormwater pump station for the City of Riverside Magnolia Grade Separation project. The system design includes civil, mechanical, electrical, instrumentation and SCADA.

- **Orange County Sanitation District, California-Waste Activated Sludge Pump Station Upgrade:** Design Manager. Prepared final specifications, plans, construction cost estimates, and bid documents and provided construction support services for the Activated Sludge Plant 1 Waste Activated Sludge Pump Downsizing.

#### Wastewater Treatment

- **Victor Valley Waste Water Reclamation Authority, California-Effluent Disposal:** Design Manager. Town of Apple Valley (TOAV) and the City of Hesperia (Hesperia) Sub-Regional Water Reclamation Plant's (WRP) final design. Work includes: planning, design, and construction of the treated effluent disposal system.
- **Long Beach Water Department, California-S1 Sewer Lift Station Rehabilitation:** Project Manager. Provided engineering design and bid phase services for the S-1 Sewer Lift Station Rehabilitation. Work includes numerous lift station improvements needed to address issues with structural, mechanical, electrical and instrumentation components, develop rehabilitation alternatives, and develop plans and specifications.
- **Long Beach Water Department, California-S18 Sewer Lift Station Rehabilitation:** Project Manager. Provided engineering design and bid phase services for the S-18 Sewer Lift Station Rehabilitation. Work includes numerous lift station improvements needed to address issues with structural, mechanical, electrical and instrumentation components, develop rehabilitation alternatives, and develop plans and specifications.
- **City of Lathrop, California-Storage Steel Tank and Potable Pump Station:** Project Engineer. Provided the design of a new 3.6 MG welded steel water storage tank and booster pump station servicing the Central Lathrop Specific Planning (CLSP) area. The pump station consisted of multiple VFD controlled pumps with a domestic capacity of up to 5,500 gpm.
- **City of Lathrop Mossdale Landing Pump Station, California-Design Services:** Project Engineer. Provided the developers and the City of Lathrop with design services including civil, mechanical, electrical, structural, and instrumentation engineering on four separate stormwater pump stations.
- **City of Lathrop Richland Communities, California-Stormwater and Sewer Pump Stations:** Project Engineer. Designed sewer lift station for the Richland Communities development within Mossdale Landing conveys peak waste flows of 7.7 MGD to the City of Lathrop Water Recycling Plant No.1 and WRP No.2. The stormwater pump station contains three separate stormwater pump station conveying a total of 300 cfs 100-year stormwater flow through a 72-cement mortar lined and coated steel pipe to San Joaquin River.
- **Gibbs Ranch, California-Sewer Lift Station:** Project Engineer. Designed a sewer lift station to handle



the estimated Gibbs Ranch sewer generation of 380 gpm (Average Dry Weather Flow - ADWF) and peak hour flow of 1,140 gpm (Peak Wet Weather Flow).

- **Quintana Irrigation Pump Station, California-Pump Design:** Project Engineer. Designed an irrigation pump station with wet well turbine pump and hydro-pneumatic tank station to handle the estimated peak irrigation flow of 14,000 gpm.
- **Byron Bethany Irrigation District, California-Irrigation System Master Plan:** Project Engineer. Designed an irrigation pump station with wet well turbine pump and hydro-pneumatic tank station to handle the estimated peak irrigation flow of 2,400 gpm.
- **Santa Margarita Water District, California-Reclaimed Water Division Pump Station:** Project Engineer. Designed a project to help the Santa Margarita Water District increase the quantity and efficiency of reclaiming dry-weather and stormwater flows from the Upper Oso Creek through enhancing the diversion and pumping system located in the Mission Viejo Country Club. Flow was 3,000 gpm.
- **Potable Booster Transition Pump Station, California-Design Services:** Project Engineer. Provided design services for this inter-zone pumping project. Services included civil, mechanical, electrical, structural, architectural, and instrumentation engineering on the project. Flow was 7,000 gpm.

#### Engineering Studies

- **City of Long Beach, California-Hydraulics and Hydrology Study for Pump Station:** Task Manager. Performed a hydrology and hydraulics study for SD-7 to identify to root cause of flooding, identified alternatives to alleviate the problem, and to develop budgetary cost of improvements to establish a line item in the Capital Improvement Program.
- **City of Los Angeles, California-Air Treatment Facilities Review Study:** Project Engineer. Performed a comprehensive study of the airflow phenomena along the interceptor sewers where the air treatment facilities (ATFs) are located to learn how and why the current airflow and air pressurization phenomena are occurring. The extensive study is aimed at developing a full understanding of the interceptor system air dynamics so as to assess the need for the existing ATFs on the ECIS, NEIS and NORS sewers. A key element was defining air flow dynamics across the drop structures, through extensive testing using a large scale physical hydraulic model at the BOE hydraulic facility in LA.
- **LA County Sanitation District, California-Westlake Hydraulic Studies:** Project Engineer. Provided a plant wide hydraulic analysis on LA County Sanitation Westlake Farm Composting Facility and intake booster station design with 20-micron Amiad irrigation filter and hydro-pneumatic tank.
- **Port of Long Beach, California-Pier B Stormwater Infrastructure Master Plan:** Task Manager. Developed a stormwater infrastructure master plan and prepared a 20-year capital improvement program (CIP). Updated the stormwater GIS maps and data, accurately survey the locations of inlets and catch basins; inspected pipelines larger than 18-inches in diameter using closed circuit television (CCTV) methods; inspected and evaluated existing pump stations; evaluated hydraulic models and select one; developed the model; and identified improvements.



- **City of Rialto, California–City Sewer System Evaluation:** Project Engineer. Provided a comprehensive city-wide sewer system evaluation and master plan for upgrade.

\*\*–Award winning Projects



## Kyle Nelson, PE – Project Engineer

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Mr. Nelson has 3 years' experience with water and wastewater treatment systems and natural gas fueling station design at throughout the United States. Mr. Nelson has designed numerous natural treatment systems, water reuse systems, water treatment plant residual systems, conveyance systems, wastewater treatment systems, equipment for compressed natural gas (CNG) vehicle fueling, and gas cleanup skids for CNG fueling. Mr. Nelson specializes in water and wastewater process engineering to improve the efficiency of pollutant removal and utilizing biogas or utility gas to produce CNG for vehicle fueling.

### Education

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MS Environmental Engineering  
BS Environmental Engineering

University of Iowa 2015  
University of California, Riverside 2013

### Professional Experience

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Project Engineer  
Technical Sales Engineer  
Staff Engineer

Montrose Environmental Group, Inc. 2018 - Present  
Clean Energy Fuels 2017 - 2018  
Alan Plummer Associates, Inc. 2015 - 2017

### Licenses & Certifications

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Professional Engineer (PE), Texas #131460

### Project Experience

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- **North Texas Municipal Water District, Texas-East Fork Wetland Operations Support:** Evaluated daily and weekly water quality data to monitor the performance of a 2000-acre constructed wetland. Recommended operational strategies to improve the removal efficiency of target constituents. Performed a soil study to determine the fate and transport of total phosphorus.
- **North Texas Municipal Water District, Texas-Leonard Water Treatment Plant:** Evaluated and recommended long-term options for the treatment and fate of residuals from an initial capacity of 70 MGD and ultimate capacity of 280 MGD water treatment plant. Designed a gravity thickener, sludge lagoon, and sludge pump station for final implementation.
- **North Texas Municipal Water District, Texas-Lower Bois d'Arc Water Supply Project:** Designed spillways and 2400-acres of wetland cells for a 18,000-acre water supply system. Authored planting, gradation, and earthwork specifications for construction.
- **North Texas Municipal Water District, Texas-Sludge Pump Station Rehabilitation:** Prepared design



specifications and reviewed submittal drawings and specifications for the replacement of the existing sludge pump station.

- **North Texas Municipal Water District, Texas–Monofill Disposal Project:** Designed a monofill for WTP residual disposal and prepared the permit applications for construction and effluent discharge.
- **San Antonio Water System, Texas–Mitchell Lake Water Balance Study:** Evaluated Mitchell Lake water balance to determine the level of improvements to the existing reservoir. Conducted hydrologic modeling utilizing HEC-RAS and HEC-HMS.
- **Trinity River Authority, Texas–Phase IIIA Filter Improvements:** Designed, selected, and reviewed submittal drawings and specifications for disk filters.
- **Upper Trinity Regional Water District, Texas–Peninsula WWTP UV Disinfection Improvements:** Reviewed submittal drawings and specifications for the installation of a Trojan UV system.
- **City of Winnie, Texas–Winnie Wetland Operations Support:** Designed a lagoon aeration system to improve the removal of total nitrogen. Evaluated daily and weekly water quality data to monitor constructed wetland and lagoon performance.
- **City of Phoenix, Arizona–Tres Rios Wetland:** Analyzed existing water balance to improve targeted hydraulic loading rates in the wetland and evaluated options to improve the measurement of discharge through the outflow structures.
- **City of Mesquite, Texas–Asset Management Plan:** Evaluated the City's wastewater gravity main using ArcGIS to assess the near-term and long-term action items for asset rehabilitation and replacement.
- **Johnson County Water Control Improvements District, Texas–Rock Reed Filter Pilot Study:** Designed three pilot scale horizontal subsurface flow wetlands to improve the removal efficiency of CBOD<sub>5</sub>, E. coli, ammonia-nitrogen, and TSS in municipal wastewater.
- **City of McAllen, Texas–Water Reuse Feasibility Study:** Evaluated surface water blending, potable reuse, and brackish groundwater desalination for potential water sources to meet municipal, industrial, and agricultural water supply.
- **City of Beaumont, Texas–Cattail Marsh Operations Support:** Evaluated daily and weekly water quality data to monitor constructed wetland performance. Recommended operational strategies to improve the removal efficiency of target constituents.
- **City of Cactus, Texas–JBS Pretreatment Evaluation:** Evaluated the performance of a constructed wetland at removing industrial strength wastewater.
- **City of Corpus Christi, Texas–Odor Control Analysis:** Analyzed odor complaint data to determine areas of odor problems in the wastewater collection system. Recommended strategies to improve odor quality in the system.



- **City of Houston, Texas–Odor Control Analysis and Constituent Data Normalization:** Analyzed wastewater flow, constituent data, and odor complaints to determine the correlation between water quality and odor generation.
- **City of Corpus Christi, Texas–Wastewater Treatment Plants Stormwater Pollution Prevention Plans:** Prepared SWPPPs for all wastewater treatment plants and conducted site walks to confirm compliance of federal, state, and local environmental regulations.
- **Oilfield Water Logistics, New Mexico–Produced Water Conveyance System:** Assisted in the design of a 20 mile, 16" diameter FRP pipeline of produced water from fracking operations.
- **City of Santa Fe, New Mexico–CNG Fueling Station Stormwater Design:** Designed a stormwater retention pond to accommodate runoff from the addition of new impervious ground.
- **Clean Energy, United States–CNG Vehicle Fueling Stations:** Designed natural gas fueling stations throughout the United States. Design and selected CNG equipment ranging from 50 – 400 HP CNG compressors and 10 – 2200 scfm CNG fueling applications.
- **City of Longmont, Colorado–Biogas to CNG Fueling Conversion:** Designed and selected gas conditioning skid, CNG compressor, dryer, storage vessels, time fill posts, and fast fill dispenser for captured anaerobic digester biogas to 190 scfm CNG fueling operation.
- **New River Solid Waste Association, Florida–Biogas to CNG Fueling Conversion:** Designed and selected gas conditioning skid, CNG compressor, dryer, storage vessels, and fast fill dispenser for captured landfill biogas to 422 scfm CNG fueling operation.

#### Presentations and/or Publications

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- Verdugo, Edgard M., Kyle J. Nelson, Christian M. Bako, Richard L. Valentine, and David M. Cwiertny. "Formation of trihalomethanes and haloacetic acids during chlorination of functionalized carbon nanotubes." *Environmental Science: Nano* (2016).



## Dustin Stickney, PE – Project Engineer

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Mr. Stickney is a project engineer with experience in water and landfill gas treatment system design and improvement, system evaluation, quality assurance inspections, project coordination, subcontractor procurement, data collection, operation and maintenance, preparation of reports, and drafting experience using AutoCAD. He designs landfill gas collection and treatment systems and prepares project and equipment specifications. He performs drafting for various types of project needs including civil and mechanical design, process, As-Built, drainage, grading, and topographical drawings. Mr. Stickney has been responsible for providing solutions and recommendations for troubleshooting and evaluating various issues in existing systems such as methane compliance exceedances, groundwater contamination, system controls and upgrades. He oversees construction, installation of components or systems, and coordinates procurement of materials and services for projects.

### Education

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BS Civil Engineering

Cal State University, Fullerton 2012

### Professional Experience

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Project Engineer - Global Water Practice  
 Staff Engineer - Environmental Compliance  
 Project Engineer

Montrose Environmental Group, Inc. 2018-Present  
 Montrose Environmental Group, Inc. 2016-2018  
 GC Environmental, Inc. 2012-2016

### Licenses & Certifications

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Professional Engineer (PE), California #C88812  
 OSHA 40-Hour HAZWOPER Training  
 OSHA 8-Hour HAZWOPER Refresher

### Project Experience

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- **Digester Facility, East Coast-** Redesign of facility to meet operation and regulatory requirements, including pumps, blowers, piping, and other large equipment.
- **Digester Facility, East Coast-**Redesign of facility to meet operational and regulatory requirements, including pumps, blowers, piping, other large equipment, and installation of a nitrogen reduction system.
- **City of Cerritos, California-Groundwater Treatment System for Arsenic Removal:** Design, drafting and procurement of equipment and materials for a groundwater treatment system. Construction oversight and field engineering for installation of entire system, including mechanical and electrical



components.

- **Roosevelt Regional Landfill, Washington-Hydrogen Sulfide Removal System:** Re-design of regenerable media hydrogen sulfide removal system to meet operational requirements, including chemical dosing system, piping and valve configurations, and control and transmitters.
- **City of Redlands, California-Landfill Gas Extraction:** Drafting for entire project and as-built survey. Designed landfill gas extraction wells, condensate sump, and pipe installment. Prepared construction specifications. Provided construction observation for quality assurance.
- **Tajiguas Landfill, California-Hydrogen Sulfide Treatment System:** Performed extensive drafting for project details including drilling locations, well designs, and treatment system design. Aided in design and procurement of a hydrogen sulfide treatment system for the landfill. Monitored production of vessels for treatment system. Monitored construction and modification of landfill gas collection system during landfill closure construction.
- **Huntington Beach Central Library, California-Methane Sensor Calibration:** Conducted quarterly methane sensor calibration for the library methane monitoring system. Performed drafting for plans to relocate alarm panel and related electrical work.
- **BENA Sanitary Landfill, California-Design and Drafting of Landfill Components:** Performed design and drafting of landfill components including liquid injection wells, landfill gas extraction wells, lateral pipe installation, changes to the existing system, underground wellheads and piping, and well placement. Aided in drafting, design, and calculations for a water heating system for the landfill injection system.
- **UC Irvine, California-Water Clarification System:** Design and drafting for installation of a water clarification system.
- **McFarland-Delano Sanitary Landfill, California-Field Investigation and System Evaluation:** Conducted field investigation and performed evaluation of landfill gas system operations and cause of groundwater contamination, which was determined to be landfill gas migration. Prepared evaluation report and recommendations on actions to be taken to help prevent further contamination from entering groundwater.
- **Foxen Canyon Sanitary Landfill, California-Blower Station:** Troubleshooting and evaluation of flare and blower station controls to determine the cause of control problems at the site. Procured materials and instruments and assisted in installation of new system components to help eliminate various control problems at the site. Calibrated and reprogrammed existing components as needed.
- **Herald Examiner Building, California-Methane Mitigation System:** Designed a methane mitigation system for two mixed-use, multi-story buildings in downtown Los Angeles which included construction detail drawings and construction specifications. Aided in monitoring construction of the mitigation system per the plans, specifications, and City requirements and responded to RFI's and submittals.



- **Various Sites, California-Data Reporting:** Collects and evaluates data for reports. Performs evaluation, design, and drafting for landfill gas extraction, control, and monitoring systems. Monitors systems for proper function, regulation compliance, and safety.



## Justin Eum, PhD – Principal Process Engineer

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Dr. Eum has 20 years' experience with process design and engineering, treatment plant operation and maintenance, system optimization and improvement in municipal and industrial wastewater, groundwater, and digestate industries in worldwide. Dr. Eum has designed numerous municipal water reclamation plants for nitrogen and/or phosphorus removal, manure and digestate treatment plants for nutrient removal and recovery, biogas generation and digestate treatment plants and managed manure treatment and resource recovery plant as a plant manager for 6 years. Dr. Eum specializes in process design and optimization associated to water and wastewater treatment, nutrient recovery, and water recycle and reuse.

### Education

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PhD Environmental Engineering	Korea University, South Korea 2006
MS Civil and Environmental Engineering	Korea University, South Korea 1998
BS Environmental Engineering	Seoul National University, South Korea 1996

### Professional Experience

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Principal Process Engineer	Montrose Environmental Group, Inc. 2017-Present
Engineering Manager	Tomorrow Water dba BKT, Inc. 2002-2016
Research Engineer	Korea Institute of Science & Technology, 1997-1999

### Licenses & Certifications

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Engineering in Training (EIT), California #158753  
 Class 1 Wastewater Treatment Operator Certified

### Project Experience

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- **Western Plain Energy, Kansas-Digestate Treatment and Nutrient Recovery System:** Designed a digestate treatment and nutrient recovery system using solid/liquid separation and membrane separation processes with the capacity of 626 GPM. Treatment system was focused on solid removal for water reuse and nutrient recovery for land application.
- **Orbit Energy Charlotte, North Carolina-Biogas and Digestate Wastewater Treatment Plant:** Redesigned a digestate treatment plant using biological nitrification and denitrification for nitrogen removal, chemical coagulation and solids separation through DAF for TSS removal to satisfy the discharge limits. The plant has energy production of 5.2MW and the capacity of 120,000 GPD digestate.



- **Orbit Energy Rhode Island, Rhode Island-Biogas and Digestate Wastewater Treatment Plant:** Redesigned a digestate treatment plant using membrane bio-reactor (MBR) applying biological nitrification and denitrification for nitrogen and TSS removal to meet the discharge limits. The plant has energy production of 3.2MW and the capacity of 72,000 GPD digestate.
- **City of Barstow, California-Groundwater Remediation Plant:** Designed a biological nitrate and perchlorate reduction system for ground recharge. The plant has the capacity of 500 GPM.
- **Confidential Client, Canada-Water Remediation System:** Designed biological nitrate and selenium reduction system and chemical coagulation for heavy metal removal applying DAF system to treat mine-impacted water.
- **Central Contra Costa Sanitary District, California-Wastewater Treatment System:** Designed a biological aerated filter system for nitrogen removal and water reuse with the capacity of 3.0 MGD.
- **Santa Margarita Water District, California-Retrofit of Wastewater Treatment Plant:** Designed a wastewater treatment system to retrofit existing conventional activated sludge system to remove nitrogen and TSS with the capacity of 6.0 MGD.
- **City of Winnipeg, Canada-Wastewater Treatment System:** Designed a biological aerated filter system to remove BOD and TSS with the capacity of 45 MGD.
- **Biostar System, Kansas-Digestate Treatment and Nutrient Recovery System:** Designed a digestate treatment and nutrient recovery system using solid/liquid separation and membrane separation processes with the capacity of 150,000 GPD. Treatment system was focused on solid separation for composting and nutrient recovery for land application.
- **Stone Brewery, California-Air Blower Replacement:** Designed and operated turbo blowers to provide air to MBR system for nitrogen removal.
- **City of Chase, Canada-Tertiary Treatment System:** Designed a tertiary fiber filter system to remove TSS and turbidity with the capacity of 0.5 MGD.
- **MTI, Netherlands-Biogas Improvement and Digestate Treatment/Nutrient Recovery System:** Designed, installed and operated a digestate treatment and nutrient recovery system using solid/liquid separation and anti-fouling membrane separation processes. The plant has energy production of 6.0MW and the capacity of 80,000 GPD digestate.

#### Presentations and/or Publications

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- Eum, Y. J., Jin, L., Min, J. H., Park, H., and Robinson, A. K., "Demonstration of an up-flow biological aerated filter system for nitrogen removal from non-nitrified secondary effluent" *WEF Nutrient Symposium 2015*, San Jose, CA, July 26-28, 2015.



- Eum, Y. J., Jin, L., Oh, S. T., Min, J. H., Kang, S. J., Jung, M. K., "Simultaneous Nutrient and Particle Removal to Decrease Membrane Fouling in Indirect Potable Reuse System Using an Up-Flow Biological Aerated Filter and a Flexible Polypropylene Fiber Filter" *Annual Water Reuse & Desalination Research Conference*, May 2014.
- Eum, Y. J., Chan, A., and Min, J. H., "Nutrient recovery from digestate to create liquid fertilizer." Presented at the 27th annual *BioCycle West Coast Conference*, April 8-11 2013, San Diego, CA.
- Eum, Y. J., Min, J. H., and Chan, A., "Nutrients recovery and dewatering from anaerobic digestion effluent with high solid through anti-fouling membrane separation system." Poster presented at *2013 Membrane Technology Conference and Exposition*, Feb. 25-28, 2013, San Antonio, TX.
- Eum, Y. J., Min, J. H., Chan, A., and Limke, J. C., "Recovery and treatment of anaerobic digestion effluent and hog manure with high solid and high density using vortex generating membrane system." Paper presented at *WEF's 85th Annual Conference & Exposition*, Sept. 29-Oct. 3 2012, New Orleans, LA.
- Kang, S. J., Olmstead, K., Schraa, O., Eum, Y. J., Min, J. H., "Activated Anaerobic Digestion with a Membrane Filtration System." Paper presented at *WEF's 84th Annual Conference & Exposition*, Oct. 16-19 2011, Los Angeles, CA.
- Gil, K. I., Choi, E., Eum, Y. J., and Oa, S. W., 2005, "Full-scale experience for nitrogen removal from piggery waste." *Water Environment Research*, 77, 2.
- Choi, E., Eum, Y. J., and Oa, S. W., 2004, "High strength nitrogen removal from nightsoil and piggery wastes." *Water Science and Technology*, 49, 5-6, 97-104.
- Eum, Y. J., Choi, E., and Oa, S. W., 2003, "Application of piggery wastes to nightsoil plant towards sustainable development." *Water Science and Technology*, 47, 10, 147-153.
- Eum, Y. J. and Choi, E., 2002, "Optimization of nitrogen removal from piggery waste by nitrite nitrification." *Water Science and Technology*, 45, 12, 89-96.
- Choi, E., Eum, Y. J., and Hwang, H. J., 2002, "Nutrient removal from piggery waste with SBR coupled with membrane: A full-scale experience." Paper presented at *WEF's 75th Annual Conference & Exposition*, Oct. 1-4 2002, Chicago, IL.
- Choi, E., and Eum, Y. J., 2002, "Strategy for nitrogen removal from piggery waste." *Water Science and Technology*, 46, 6-7, 347-354.



## Chi-Chung Tang, PhD – Technical Advisor

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Mr. Tang is a wastewater engineering with experience in nutrient removal and recovery, advanced treatment and water recycling, biosolids processing and disposal, odors and emissions control, and energy resources recovery.

### Education

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PhD Environmental Engineering	University of Illinois, Urbana-Champaign 1984
MS Environmental Engineering	University of North Carolina, Chapel Hill 1980
BS Civil Engineering	National Taiwan University, Taiwan 1978

### Professional Experience

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Consultant	Independent Consultant 2017-Present
Supervising Engineer	Sanitation District of Los Angeles County 1990-2002
Senior Engineer	Sanitation District of Los Angeles County 1990

### Licenses & Certifications

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Professional Engineer (PE), California #C41162

### Project Experience

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- **Wastewater Treatment Companies, China-Treatment Consulting:** Consulted on a variety of issues including nutrient removal, deammonification, mitigation of sludge settling and foaming problems, oxygen transfer efficient testing and diffuser cleaning, biosolids treatment and management, and water reuse and recycling.
- **Sanitation District of Los Angeles County, California-Division Engineer:** Managed the Wastewater Research Section which includes a staff of 23 (among them 17 engineers). The section conducts research projects to support operations, design, and monitoring of the Districts' 11 wastewater treatment plants which have a total design capacity of 650 million gallons per day (MGD). Responsibilities of the section including conducting research to ensure the Districts meet all regulatory requirements for discharge and water reuse; testing of new treatment technologies and equipment for potential applications at the Districts' facilities; trouble shooting and solving problems encountered during plant operations; identifying opportunities to save energy and chemicals and to recover resources from treatment plant operations and conducting testing to realize these opportunities; and collaborating with other utilities, universities, consulting engineers, and research organizations such as the Water Environment Research Foundation and WaterReuse Research



Foundation on research projects that address important issues to the wastewater treatment and water reuse industries.

- **San Jose Creek East Water Reclamation Plant, California-Sequential Chlorination:** Partook in implementation of free chlorine disinfection for 62.5 MGD plant in order to meet California Title 22 water recycling requirements. Treating sludge water dewatering liquid with deammonification processes (ANITA Mox<sup>®</sup> and a sequencing batch reactor system).
- **Joint Water Pollution Control Plant (JWPCP), California-Evaluation of Nitrogen Removal Alternatives:** Nitrogen removal alternatives for a 400 MGD High Purity Oxygen Activated Sludge ocean discharging facility.
- **Sanitation District of Los Angeles County, California-Water Treatment Testing:** Testing advanced water treatment processes with membranes and advanced oxidation process to produce high quality recycled water for reuse.
- **Sanitation District of Los Angeles County, California-Reverse Osmosis Evaluation:** Evaluation of reverse osmosis concentrate volume minimization technologies.
- **Sanitation District of Los Angeles County, California-Hydrogen Sulfide Removal:** Using biological trickling filter to remove hydrogen sulfide in digester gas.
- **Sanitation District of Los Angeles County, California-Oxygen Transfer Measurement:** Measuring oxygen transfer efficiencies of fine-pore diffusers via off gas testing to determine diffuser cleaning frequency and the effectiveness of various cleaning practices.
- **Joint Water Pollution Control Plant (JWPCP), California-Pilot Testing:** Pilot testing of food waste co-digestion with sludge.
- **Sanitation District of Los Angeles County, California-Technology Evaluation:** Evaluation of technologies that enhance anaerobic digestion performance.
- **San Jose Creek East Water Reclamation Plant, California-Emission Characterization:** Characterization of greenhouse gas (nitrous oxide) emissions from the San Jose Creek East Water Reclamation Plant and from the ANITA Mox<sup>®</sup> process treating JWPCP centrate.
- **Sanitation District of Los Angeles County, California-Inorganic Media Testing:** Testing inorganic media for use in odor control biofilters.
- **Sanitation District of Los Angeles County, California-Thermal Drying Evaluation:** Evaluating the performance and economics of thermal drying on dewatered biosolids.
- **Sanitation District of Los Angeles County, California-Biosolids Testing and Assessment:** Testing and assessment of biosolids pyrolysis and reformation to liquid fuel technologies.
- **Sanitation District of Los Angeles County, California-Chlorination Testing:** Testing chlorination of



return activated sludge to improve sludge settling characteristics and to minimize the use of cationic polymer which has the potential to form NDMA.

- **Joint Water Pollution Control Plant (JWPCP) & Valencia Water Reclamation Plant, California-Feasibility Study:** Evaluating the feasibility of recovering phosphorus for 22MGD system and testing of the aerobic granular sludge process.
- **Sanitation District of Los Angeles County, California-Supervising Engineer:** Responsible for developing and implementing surface water and groundwater monitoring programs at the Districts' solid waste management facilities (6 sanitary landfills including the largest in the U.S., the Puente Hills Landfill; 3 gas-to-energy facilities, one refuse-to-energy facility, and 2 material recovery facilities) to ensure compliance with permit conditions. Managed 7 engineers and one technician and an annual budget of \$2 million. Supervised the development of groundwater monitoring programs at four landfills to meet Federal Subtitle D and California Title 27 requirements; prepared water quality monitoring reports for review by regulatory agencies; directed the implementation of storm water pollution prevention plans and monitoring and response programs; managed hydrogeological investigations to characterize landfill effects on groundwater quality; and supervised implementation of corrective action programs at landfills where water quality remediation was required.
- **Spadra Landfill, California-Operations:** Responsible for the operations of the Spadra Landfill that received 3,000 tons refuse per day. Prepared cut and fill designs, managed a 1.5 million yards earth moving project, and supervised gas collection system operations.
- **Sanitation District of Los Angeles County, California-Model Development:** Developed mathematical models to project landfill gas production for energy recovery projects and for design of gas collection wells and trenches. Developed a model for designing leachate collection system, and used EPA's HELP model to evaluate landfill final cover performances. Responsible for implementing landfill gas characterization, surface gas emissions, ambient air, and gas migration monitoring programs at the Districts' six landfills.

## Presentations and/or Publications

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### Presentations

- Assessing the Feasibility of Recovering Phosphorus at the Sanitation Districts' Wastewater Treatment Facilities, Environmental Engineering Seminar, The Astani Department of Civil and Environmental Engineering, University of Southern California, December 4, 2015. (Invited by Professor Adam Smith).
- Pilot Testing of Innovative Nitrogen Removal Technologies at a Large Ocean Discharge Wastewater Treatment Plant in California, U.S.A., 2015 KSWE-KSWW Annual Conference, Seoul, South Korea, November 5, 2015. (Invited by Korea Society of Water and Wastewater).
- LACSD's Research on Deammonification and Zeolite. Department of Civil and Environmental Engineering, University of California, Berkeley, CA, June 24, 2015. (Invited by Professor David



Jenkins)

- Applied Wastewater Research at the Sanitation Districts of Los Angeles County. Department of Civil and Environmental Engineering, University of California, Irvine, CA, April 24, 2015. (Invited by Professor Diego Rosso)
- From Wastewater Treatment to Resource Recovery – LACSD’s Experience. Department of Civil and Environmental Engineering, University of California, Los Angeles, CA, February 27, 2014. (Invited by Professor Michael Stenstrom)
- Pilot Testing of the ANITA Mox® Process – The Sanitation Districts’ Experience. Department of Environmental Engineering, Renmin University, Beijing, China, April 4, 2014. (Invited Speaker)
- Special Topics on Nitrogen Removal and Phosphorus Recovery. Department of Environmental Science and Engineering, Southeast University, Nanjing, China, October 26, 2013. (Invited Speaker)
- Energy Conservation and Recovery in Wastewater Treatment and Reclamation. 2012 International Conference on Sewage Construction, Taipei, Taiwan, November 8, 2012. (Invited Speaker)
- Beneficial Reuse of Municipal Solid Waste and Wastewater Treatment Biosolids as Alternative Fuels. 9th Sino-American Technology & Engineering Conference (SATEC), Nanchang, Jiangxi, China, April 19, 2012. (Invited Speaker)
- Trend and Challenges in Municipal Wastewater Treatment. College of Environmental Science and Engineering, Ocean University of China, Qingdao, China, May 31, 2011. (Invited Speaker)
- Water Recycling and Reuse in Southern California. 2010 Taiwan Water Industry Conference, Tainan, Taiwan, October 28, 2010. (Invited Speaker)
- Oxygen Activated Sludge – From Bio precipitation to HPOAS, Dan Okun Memorial Symposium, University of North Carolina, Chapel Hill, NC, November 7, 2008. (Invited by Professor Philip Singer)
- Evaluation of Breakpoint Chlorination for Disinfection of Reclaimed Effluent. California Water Environment Association 78th Annual Conference, Sacramento, CA, April 6, 2006.
- Maximum Nitrogen Removal in the Step-feed Activated Sludge Process. WEFTEC.04, New Orleans, LA, October 6, 2004.
- Use of Mathematical Models for Analysis of Secondary Wastewater Treatment Systems. Illinois Water Pollution Control Association Annual Meeting, Peoria, IL, May 8, 1984.

Publications-Advanced Water Treatment for Water Recycling

- Pilot-scale Testing of the Precipitative Softening-Secondary RO Process to Reduce RO Concentrate Volume. Mansell, B., Ackman, P., Tang, C.-C., and P. Friess, WEFTEC.2014, New Orleans, LA, September 27 – October 1, 2014.



- Ion Exchange for Removal of Chloride from Recycled Water. Munakata, N., Mansell, B., Ackman, P., Tang, C.-C., and P. L. Friess, WEFTEC.2014, New Orleans, LA, Sept. 27 – October 1, 2014.
- Advanced Water Treatment of Non-nitrified Secondary Effluent with Tertiary Membrane Bioreactor and Reverse Osmosis Process. Morton, R., Knapp, T., Smal, T., Munakata, N., Tang, C.-C., and P. L. Friess, WEFTEC.2013, Chicago, IL, October 5-9, 2013.
- Evaluation of an Integrated NF/RO Treatment System to Reduce Concentrate Volume from Advanced Water Treatment Process. Mansell, B., Ackman, P., Tang, C.-C., Friess, P.L., and P. Fu, WEFTEC.2013, Chicago, IL, October 5-9, 2013.
- Pilot Study of Advanced Water Treatment Processes to Purify Secondary Effluent. Liang, S., Morton, R., Tang, C.-C., Barry, J., Knapp, T., and N. Smal, Water Quality Technology Conference and Exposition, Phoenix, AZ, November 13-17, 2012.
- AOP Treatment of Nitrosamines in Recycled Water. Munakata, N., Morton, R., Tang, C.-C., Smal, N., Tremblay, R., Friess, P. L., and S. R. Maguin, WEFTEC.2011, Los Angeles, CA, October 15-19, 2011.
- Pilot Study of Advanced Treatment Processes to Recycle JWPCP Secondary Effluent. Smal, N., Morton, R., Barry, J., Knapp, T., Tang, C.-C., Tremblay, R., Friess, P., and S. R. Maguin, WEFTEC.2011, Los Angeles, CA, October 15-19, 2011.
- Pilot-Scale Testing of a High Recovery NF/RO Integrated Treatment System for Indirect Potable Reuse. Mansell, B., Ackman, P., Tang, C.-C., Friess, P. L., and P. Fu, WEFTEC.2011, Los Angeles, CA, October 15-19, 2011.
- Comparing UF-RO and MBR-RO effluents for Treatment of 1,4-Dioxane by AOP. Munakata, N., Morton, R., Tang, C.-C., Smal, N., Kuo, J., Friess, P. L., and S. R. Maguin, 18th Annual Water Reuse & Desalination Research Conference, Las Vegas, NV, May 8-9, 2011.
- Comparison of Biofouling Control in a Membrane Bioreactor via Two Coarse Bubble Aeration Cycles. Mansell B., Peterson, J., Tang, C.-C., Horvath, R. W., and J. F. Stahl, WEFTEC.06, Dallas, TX, October 21-25, 2006.
- Evaluation of the Removal of NDMA, Hormones, Pharmaceuticals, and Personal Care Products in a Membrane Bioreactor. Mansell, B., Kuo, J., Tang, C.-C., Huitric, S.-J., Horvath, R. W., and J. F. Stahl, WEFTEC.05, Washington, D. C., October 29-November 2, 2005.
- Membrane Bioreactor (MBR) Piloting at a Water Reclamation Plant in Los Angeles County. Mansell, B., Peterson, J., Tang, C.-C., Horvath, R., and J. F., Stahl, Technology 2005, the 2nd Joint Specialty Conference for Sustainable Management of Water Quality Systems for the 21st Century, San Francisco, CA, August 28-31, 2005.
- Comparison of Two Membrane Bioreactors and an Activated Sludge Plant with Dual-media Filtration: Nutrient and Priority Pollutants Removals. Mansell, B., Kuo, J., Tang, C.-C., Thompson, S., Jackson, J., Garcia, A., Gabrielian, E., Horvath, R. W., and J. F., Stahl, WEFTEC.04, New Orleans, LA,



October 2-6, 2004.

#### Publications-Wastewater Disinfection

- Full-Scale Implementation of Sequential Chlorination to Produce California Title 22 Recycled Water. Huitric, S.-J., Tang, C.-C., Ackman, P., and N. Munakata, WEFTEC.2015, Chicago, IL, September 26 – 30, 2015.
- Sequential Chlorination for Recycled Water Disinfection: Advantages of Combining Free Chlorine and Chloramines. Huitric, S.-J., Munakata, M., Tang, C.-C., Kuo, J., Ackman, P., and P. L. Friess, WEFTEC.2014, New Orleans, LA, September 27 – October 1, 2014.
- Determining Free Chlorine Residual CT Values to Meet California Title 22 Five-log Virus Inactivation Requirement. Huitric, S.-J., Munakata, N., Tang, C.-C., Kuo, J., Ackman, P., Friess, P., Souza, K. and R. Barnard, WEFTEC.2013, Chicago, IL, October 5-9, 2013.
- Evaluating Free Chlorine Disinfection of Viruses in Recycled Water: Effects of Free Chlorine CT, Dose, Residual, and Contact Time. Munakata, N., Huitric, S.-J., Tang, C.-C., Kuo, J., Ackman, P., and P. L. Friess, WEF Disinfection 2011, Cincinnati, OH, April 11-12, 2011.
- Pilot-scale Demonstration of Virus Inactivation by the Sequential Chlorination Process. Huitric, S.-J., Tang, C.-C., Munakata, N., Kuo, J., and P. Ackman, WEFTEC.2010, New Orleans, LA, October 2-6, 2010.
- Combining UV and Free Chlorine in Pilot-Scale Experiments: Disinfection Efficacy, Byproducts, and Microconstituents. Munakata, N., Tang, C.-C., Huitric, S.-J., Kuo, J., Garcia, A., Ackman, P., Friess, P., and S. R. Maguin, WEFTEC.09, Orlando, FL, October 17-21, 2009.
- Free Chlorine Disinfection of Membrane Bioreactor Permeate: Disinfection Efficacies, Disinfection Byproducts, and Selected Microcontaminants. Mansell, B., Huitric, S.-J., Munakata, M., Kuo, J., Tang, C.-C., Ackman, P., Friess, P. L., and S. R. Maguin, WEF Disinfection 2009, Atlanta, GA, February 28-March 3, 2009.
- Comparing Free Chlorine and Chloramines in Combination with UV for the Disinfection of Wastewater Effluents and Reclaimed Water. Munakata, N., Tang C.-C., Huitric, S.-J., Ackman, P., Kuo, J., Garcia, A., Thompson, S., Friess, P. L., and S. R. Maguin, WEF Disinfection 2009, Atlanta, GA, February 28- March 3, 2009.
- Disinfection of Membrane Bioreactor Permeate Using Free Chlorine: Virus Inactivation and Disinfection Byproduct Formation. Mansell, B., Huitric, S.-J., Munakata, N., Kuo, J., Tang, C.-C., Ackman, P., Friess, P. L., and M. W. Selna, WEFTEC.08, Chicago, IL, October 18-22, 2008.
- Inactivation of Microbial Indicators by the Sequential Chlorination Process. Huitric, S.-J., Munakata, N., Tang, C.-C., Kuo, J., Ackman, P., Thompson, S., Friess, P. L., and S. R. Maguin, WEFTEC.08, Chicago, IL, October 18-22, 2008.



- Combining UV and Free Chlorine for the Disinfection of Wastewater Effluents and Reclaimed Water. Munakata, N., Kuo, J., Tang, C.-C., Huitric, S.-J., Ackman, P., Garcia, A., Thompson, S., Friess, P. L., and S. R. Maguin, WEFTEC.08, Chicago, IL, October 18-22, 2008.
- Alternative for Disinfection of Reclaimed Water: Comparison of Disinfection Efficacy and Byproduct Formation. Munakata, N., Tang, C.-C., Huitric, S.-J., Kuo, J., Ackman, P., and S. Thompson, 22nd Annual WaterReuse Symposium, Tampa, FL, September 9-12, 2007.
- Chlorination Disinfection Requirements for Membrane Bioreactor Permeate. Mansell, B., Huitric, S.-J., Tang, C.-C., Munakata, N., Kuo, J., and R. Horvath, WEFTEC.07, San Diego, CA, October 13-17, 2007.
- Sequential Chlorination for Reclaimed Water Disinfection. Huitric, S.-J., Tang, C.-C., Kuo, J., Creel, M., Snyder, D., Ackman, P., and R. Horvath, WEFTEC.07, San Diego, CA, October 13-17, 2007.
- UV System for Reclaimed Water Disinfection – From Equipment Validation to Operation, Tang, C.-C., Kuo, J., Huitric, S.-J., Jalali, Y., Horvath, R. W., and J. F. Stahl, WEFTEC.06, Dallas, TX,, October 21-25, 2006.
- Reclaimed Water Disinfection Alternatives to Avoid NDMA and THM Formation. Huitric, S.-J., Kuo, J., Creel, M., Tang, C.-C., Snyder, D., Horvath, R. W., and J. F. Stahl, WEFTEC.06, Dallas, TX, October 21-25, 2006.
- A Large-scale UV Pilot-plant Study: Tertiary Effluent Disinfection and Effect on NDMA and Cyanide. Jalali, Y., Huitric, S., Kuo, J., Tang, C.-C., Thompson, S., Nellor, M. H., Horvath, R. W., and J. F. Stahl, WEFTEC.05, Washington, D. C., October 29-November 2, 2005.
- Source, Formation and Destruction of NDMA for Sustainable Water Reclamation. Huitric, S.-J., Kuo, J., Tang, C.-C., Carr, S., Nellor, M. H., and J. F. Stahl, Technology 2005, the 2nd Joint Specialty Conference for Sustainable Management of Water Quality Systems for the 21st Century, San Francisco, CA, August 28-31, 2005.
- UV Disinfection of Tertiary Effluent and Its Effect on NDMA and Cyanide. Jalali, Y., Huitric, S., Kuo, J., Tang, C.-C., Thompson, S., and J. F. Stahl, Technology 2005, the 2nd Joint Specialty Conference for Sustainable Management of Water Quality Systems for the 21st Century, San Francisco, CA, August 28-31, 2005.
- Chloramination of N/DN Effluent – Meeting Ammonia, Coliform and THM Limits. Kuo, J., Stahl, J. F., Burton, D., El Jack, Z., Horvath, R. W., and C.-C. Tang, WEFTEC.03, Los Angeles, CA, October 11-15, 2003.

Publications-Biofiltration for Odor, VOC, and H<sub>2</sub>S Control

- Removing Hydrogen Sulfide from Digester Gas with Slightly Aerobic Biotrickling Filters. Lee, A., Morton, R., Tang, C.-C., and P. Friess, WEFTEC.2013, Chicago, IL, October 5-9, 2013.



- Controlling Odor Emissions from Biosolids Handling Operations Using Inorganic Media Biofilters. Lee, A., Morton, R., and C.-C. Tang, 5th IWA Specialized Conference on Odors and Air Emissions and 10th Conference on Biofiltration for Air Pollution Control, San Francisco, March 3-7, 2013.
- Controlling Volatile Organic Compounds and Emissions Using Biological Techniques at the Joint Water Pollution Control Plant. Lee, A., Morton, R., and Tang, C.-C., WEF Odors and Air Pollutants 2012, Louisville, KY, April 15-18, 2012.
- Removing Hydrogen Sulfide from Digester Gas Using Aerobic and Anoxic Biotrickling Filters. Lee, A., Gary, D., Morton, R., Tang, C.-C., Friess, P., and S. Maguin, WEFTEC.2011, Los Angeles, CA, October 15-19, 2011.
- Using a Biotrickling Filter System to Remove Hydrogen Sulfide from Digester Gas. Gary, D., Lee, A., Morton, R., Tang C.-C., and P. Friess, WEF A&WMA Odors and Air Pollutants 2010, Charlotte, NC, March 21-24, 2010.
- Removal of Volatile Organic Compounds Using Biological Treatment Methods. Lee, A., Morton, R., Tang, C.-C., Friess, P., and S. R. Maguin, WEFTEC.09, Orlando, FL, October 17-21, 2009.
- Testing Different Biotrickling Filter Media for Volatile Organic Compounds Removal. Lee, A., Morton, R., Tang, C.-C., and P. L. Friess, USC-UAM Conference on Biofiltration for Air Pollution Control, Long Beach, CA, October 22-24, 2008.
- Use of Biotrickling Filter Systems for Hydrogen Sulfide and Odor Control at the Joint Water Pollution Control Plant. Lee, A., Morton, R., Palencia, P., Tomassian, E., Tang, C.-C., Horvath, R., and J. Stahl, 2006 USC-TRG Conference on Biofiltration for Air Pollution Control, Long Beach, CA, October 18-20, 2006.
- Design and Operation of Large Scale Biotrickling Filters for Odor Control at Los Angeles County Sanitation Districts' Wastewater Treatment Facilities. Morton, R., Lee, A., Palencia, P., Ackman, P., Tang, C.-C., and J. Stahl, 2006 USC-TRG Conference on Biofiltration for Air Pollution Control, Long Beach, CA, October 18-20, 2006.
- A Two-stage Biotrickling Filter System for Odors and Volatile Organic Compounds Removal from Wastewater Treatment Facilities. Morton, R. L., Lee, A., Tang, C.-C., Horvath, R. W., and J. F. Stahl, WEFTEC.05, Washington, D. C., October 29-November 2, 2005.
- Full Scale Testing of Biofilters for Odor Control at the Los Angeles County Sanitation Districts' Joint Water Pollution Control Plant Biosolids Handling Facilities. Morton, R., Ackman, P., Acosta, G., Tang, C.-C., Horvath, R. W., and J. F. Stahl, WEFTEC.03, Los Angeles, CA, October 11-15, 2003.
- Comparison of Different Biotrickling Filter Technologies for Treating Air from Wastewater Treatment Facilities. Morton, R., Bao, M., Ackman, P., Tang, C.-C., Horvath, R. W., and J. F. Stahl, WEFTEC.02, Chicago, IL, September 28-October 2, 2002.

Publications-Nitrogen Removal



- Pilot-scale Evaluation of ANITATM Mox for Centrate Nitrogen Removal at the Joint Water Pollution Control Plant. Liu, M., Smal, N., Barry, J., Morton, R., Tang, C.-C., Friess, P., Bell, J., and H. Zhao, WEFTEC.2014, New Orleans, LA, September 27 – October 1, 2014.
- Estimation of Ammonia Removal Capacity at the San Jose Creek Water Reclamation Plant. Weiss, J., Ackman, P., Tang, C.-C., and P. Friess, WEFTEC.2013, Chicago, IL, October 5-9, 2013.
- Enhanced Nitrogen Removal with a Hybrid MLE/Step-Feed Activated Sludge Process. Weiss, J., Tang, C.-C., Kettle R., Alvarez, M., Ackman, P., and R. Horvath, WEFTEC.07, San Diego, CA, October 13-17, 2007.
- Evaluation of Moving Bed Biofilm Reactor Technology for Enhancing Nitrogen Removal in a Stabilization Pond Treatment Plant, Weiss, J. S., Alvarez, M., Tang, C.-C., Horvath, R. W., and J. F. Stahl, WEFTEC.05, Washington, D. C., October 29-November 2, 2005.
- Start-up of a Nitrification/Denitrification Activated Sludge Process with a High Ammonia Side-stream: Challenges and Solutions. Tang, C.-C., Prestia, P., Kettle, R., Chu, D., Mansell, B., Kuo, J., Horvath, R. W., and J. F., Stahl, WEFTEC.04, New Orleans, LA, October 2-6, 2004.

#### Publications-Digestion Enhancement

- The Effect of the MicroSludge™ Treatment Process on Anaerobic Digestion Performance. Gary, D., Morton, R., Tang, C.-C., and R. Horvath, WEFTEC.07, San Diego, CA, October 13-17, 2007.
- Testing of Two Ultrasonic Sludge Treatment Systems for Conditioning of Thickened Waste Activated Sludge, Gary, D., Morton, R., Tang, C.-C., Horvath, R. W., and J. F. Stahl, WEFTEC.05, Washington, D. C., October 29-November 2, 2005.



## Patrick J. Hirl, PhD – Director of Engineering

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Dr. Patrick Hirl specializes in the treatment of water and wastewater from industrial facilities including petroleum refineries, paper mills, and various agricultural processing facilities. Dr. Hirl's professional experience since 1987 has been in the research, development, process analysis, and design of chemical and biological processes in the water treatment, wastewater treatment, environmental remediation, biofuels, and renewable energy markets. Since 2004, one area Dr. Hirl has focused on is the development of anaerobic digestion projects for the production of biogas to off-set of natural gas, for the use as renewable vehicle fuel, and for the production of renewable electricity. Dr. Hirl has two patents for the anaerobic digestion of co-product from the production of fuel grade ethanol from corn. Dr. Hirl is also a former nuclear power submarine officer.

### Education

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PhD Environmental Engineering	University of Notre Dame, Indiana 1996
BS Civil and Environmental Engineering	University of Notre Dame, Indiana 1987

### Professional Experience

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Director of Engineering–Biogas	Montrose Environmental Group, Inc. 2018-Present
Senior Project Manager	Burns & McDonnell 2010-2018
Principal Process Engineer	Stanley Consultants 2004-2010

### Licenses & Certifications

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Professional Engineer (PE), Iowa #P22128  
 Professional Engineer (PE), Minnesota #26772

### Project Experience

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- Confidential Client, California-Operation of Biogas Upgrade:** Project manager. Drafted RFP and coordinated procurement of a 225 scfm biogas upgrade facility for converting municipal wastewater treatment plant biogas to pipeline quality renewable natural gas. Provided owners engineer services for the construction, commissioning, and initial year of operation for a biogas upgrade facility. Provided weekly evaluation of system operation and troubleshooting of operational issues. Identified, designed and implemented system upgrades.
- Confidential Client, California -Dairy of the Future:** Process design lead. Completed conceptual design for the production of pipeline quality renewable natural gas and an algae feed product. The system was on-site at a combined dairy and creamery facility. The dairy cow manure collected from



cow stands and the milking parlor was combined with cheese whey. The manure/whey mixture was feed to an anaerobic digester. The biogas was upgraded to pipeline quality gas. The high ammonia digester effluent and the carbon dioxide from the biogas was used to feed algae growth ponds.

- **SMUD, California-Creamery AD/CHP:** Process technical lead. Performed a techno-economic evaluation for the anaerobic digestion of wastewater and out of specification product for an industrial creamery. The evaluation included using the biogas to produce heat and electricity on-site. A feasibility level cost estimate was developed and the levelized cost of energy calculated for different ownership scenarios.
- **FuelCell Energy, Wyoming-Design of Biogas Dataplant:** Process technical lead. Designed a system to use biogas from the Dry Creek Wastewater Treatment Plant as fuel for a fuel cell to provide 100% of the power for a small-scale datacenter. The design included biogas cleanup (hydrogen sulfide and siloxane removal), biogas compression, balance of plant for the fuel cell and datacenter, and heat recovery from the fuel cell for sludge heating. Electrical design provided for importing power, exporting power, and operation fully isolated from the electrical grid.
- **Agri-Waste Energy, Minnesota-Renewable Biogas Facility:** Project manager. Responsible for Engineering, procurement, and construction (EPC) contractor for an anaerobic digestion facility producing pipeline quality gas, concentrated ammonia fertilizer, and concentrated phosphorus/potassium fertilizer. The feedstocks include poultry and dairy manure, cheese production byproducts, sugar beet processing byproducts, poultry dead-stock. Completed schematic design and engineering cost estimate for the facility. Assisted owner and owner's financier to value engineer project based on required project parameters.
- **Herd Co, Nebraska-Evaluation of Renewable Energy:** Project manager. Evaluated the feasibility of anaerobic digestion of manure from 75,000 head of beef cattle and the recovery and use of the methane generated. The evaluation included collection options, estimated methane generation, methane use options, digested solids disposal and land application of treated water.
- **Confidential Client, State-Biogas Generation Study:** Project manager. Performed an evaluation of anaerobic digestion technology and opportunities for an electrical power generation industry organization. The evaluation included anaerobic biological processes, potential feedstocks for biogas production and their biogas yields, available anaerobic digester technologies, feasibility level cost estimates, and a biogas opportunity evaluation procedure.
- **KCMO Water Services, Missouri-Biogas Use Evaluation:** Process technical lead. Performed a techno-economic evaluation for the beneficial use of the biogas generated at the Blue River Wastewater Treatment Plant. The evaluation included sampling and analysis of the biogas, estimation of current and future biogas production, and options for use of the raw biogas, cleaned biogas (water, hydrogen sulfide, and siloxanes removed) and purified biogas (carbon dioxide removed). A simple financial analysis was completed for each option to determine the payback period.
- **Little Blue Valley Sewer District, Missouri-Energy Recovery Evaluation:** Process technical lead. Developed conceptual design for the recovery of nitrogen and phosphorus from wastewater



treatment plant effluent by algae with the algae processed into biodiesel. The study also included the evaluation of low head hydroelectric power generation within the wastewater treatment plant. Conceptual design was developed in order to estimate capital costs and operational cost reduction. The payback duration was calculated for both technologies.

- **Knoxville Utility Board, Tennessee-Biogas Use Evaluation:** Process technical lead. Performed evaluation biogas production, biogas quality and biogas utilization options included sampling and analysis of the biogas, estimation of current and future biogas production, and options for use of the raw biogas, cleaned biogas (water, hydrogen sulfide, and siloxanes removed) and purified biogas (carbon dioxide removed).
- **American Crystal Sugar, Minnesota-Biogas Fuel:** Project manager and process technical lead. Evaluated the feasibility of anaerobic treatment combined with anaerobic digestion of sugar beet tailings. The biogas produced would be upgraded to compressed natural gas quality for use as a replacement for diesel fuel in their trucking fleet. The study included evaluation of the conversion of diesel trucks to compressed natural gas. Finally, financial models were developed to calculate the return on investment of the anaerobic digestion system, the conversion of diesel trucks to CNG, and the production and production and use of the biogas for fuel.
- **Confidential Client, California-Biogas Fueling Station:** Project manager and process technical lead. Developed the conceptual design for a biogas fueling station at the Hale Avenue Resource Recovery Facility in Escondido, CA. The client was already operating a biogas upgrade facility at the site. The refueling station included evaluation of truck traffic on the site, biogas compression, compressed gas storage, and 'fast fill' dispensing. An alternative refueling station was evaluated at the City of Escondido's maintenance yard that included tube trailers to transport compressed, upgraded biogas from the HARRF to the City's maintenance yard.
- **City of Grand Junction, Colorado-Biogas Refueling Conceptual Design:** Project manager and process technical lead. Developed a concept for biogas upgrading, low pressure pipeline, gas compression, compressed gas storage, and natural gas refueling both slow and fast fill for the City of Grand Junction. We also evaluated the use of tube trailer vice a pipeline for the transportation from the wastewater treatment plant to the city maintenance facility.
- **Western Plains Energy, Kansas-Evaluation of Anaerobic Digester Design and Operation:** Process technical lead. Performed a process and construction evaluation on an anaerobic digestion facility constructed at an operating corn ethanol facility. Digester feedstocks included feedlot manure, paunch manure, and ethanol plant thin stillage. Evaluated 12 months of operational data to identify root causes of system failures and process bottlenecks. Evaluated the design and construction drawings, procurement specifications, and construction contracts as part of the root cause analysis.
- **National Renewable Energy Laboratory, Colorado-Power to Gas:** Project manager. Managed the technology selection, design, procurement, and fabrication for the first biological-based power to gas demonstration project in the United States. 150 kW electrolysis unit, 4 scfm biological methanation unit, 4 scfm methane reformer, and 100 kW fuel cell.



- **Confidential Client, Colorado-Power to Gas:** Project manager. Developed process and mass balance for a 3.4 MW photovoltaic system to provide power to a 1.3 MW electrolyzer to produce hydrogen gas from solar energy. The hydrogen and carbon dioxide were reacted to form methane gas to store the electrical energy as chemical energy in the natural gas pipeline. Developed as financial model to show that power to gas using methane gas was cost effective for the storage of solar power overgeneration.
- **Confidential Client, California-Carbon Capture:** Project manager. Developed a conceptual design for the replacement of a 24,000 hp electric pump motor with a natural gas fired reciprocating engine. Waste heat was recovered from the engine exhaust for addition electricity production. The carbon dioxide from the exhaust gas was recovered with a caustic wet scrubber and used for algae production.
- **Liberty Paper, Minnesota-Paper Mill Wastewater Pretreatment:** Project manager. Worked with owner to evaluate current state of municipal wastewater treatment system dedicated to treating owner's effluent. Developed conceptual design for pretreatment system to alleviate organic overloading on municipal WWTP. Drafted equipment RFP and coordinated bidding for anaerobic digester and biogas CHP systems. Completed schematic design and engineers cost estimate for the anaerobic pretreatment.
- **Gevo Inc., Minnesota-Anaerobic Digestion of Butanol Thin Stillage:** Project manager. Designed the process and developed a mass and energy balance for the anaerobic digestion of thin stillage from a proprietary biobutanol production process under development. The biogas will be used to fire a gas turbine with a heat recovery steam generator for 90% reduction in natural gas use and 70% reduction in electricity purchased from the grid. Evaluated the greenhouse gas emission reductions for submission to the US EPA.
- **American Crystal Sugar, Minnesota-Sugar Beet Tailings:** Project manager. Assisted owner that sought to evaluate the anaerobic digestion of sugar beet tailings and conversion of biogas to pipeline quality renewable natural gas. Completed conceptual design and feasibility level cost estimate for the facility that included sugar beet tailings receiving and grinding, anaerobic digestion, collection of biogas produced at wastewater treatment plant, biogas upgrade to renewable natural gas (i.e., hydrogen sulfide, moisture, and carbon dioxide removal), and compression to transmission line pressure. The cost estimate was used to develop a project financial model to forecast the project return on investment.
- **Darling International Inc., New Jersey-Evaluation of Anaerobic Digestion for Rendering Facility:** Project manager. Developed a conceptual design and feasibility level cost estimate for an anaerobic digester to convert high strength rendering wastewater to methane. Evaluated the return on investment for this project based on the value of the methane produced and the avoided sewerage cost of the treatment wastewater.
- **Mead Johnson Nutritionals, State-Water Reuse/Waste Reduction/Renewable Energy Project:** Project manager. Evaluated water use, wastewater production, solid waste production, and energy use as part of the study to implement corporate sustainability goals. Identified seven projects to



meet several corporate goals at one facility. Options included aerobic wastewater treatment for water recovery and anaerobic treatment of out of specification production with biogas off setting natural gas. Prepared cost preliminary design and cost estimate for one project that would meet waste reduction, waste reuse and energy reduction goals.

- **Rock-Tenn Citizens Advisory Council, Minnesota-Clean Energy Development:** Project manager. Provided technology evaluation, feedstock study, and conceptual design services to the Rock-Tenn Citizens Advisory Council for the evaluation of renewable energy options for Rock-Tenn. Anaerobic digestion was selected as the desired option.
- **Confidential Client, California-Biodiesel Plant Charrette:** Project manager. Provided conceptual engineering (civil, mechanical, structural, electrical, and I&C) and architectural services in support of development of a 5 million gallon per year biodiesel production facility in California. The facility will use rendered animal fat and used cooking oil as its raw materials (the specific biodiesel process is proprietary). The goal of the conceptual engineering was to provide the contractor with information to develop a not to exceed project cost. Also provided value engineering services in order to reduce the project cost.
- **KL Process Design Group LLC, Iowa-Willmark Energy Design Project:** Project Manager. Provided balance of plant engineering design services for 25 million gallons per year corn ethanol plant in Iowa. A unique feature of this facility is that all of the thermal energy for ethanol production is generated from wood. Provided mechanical, electrical, and process engineering design services based on Client's proprietary ethanol production process. Also provided support on review and revision of the process design. Services included 3-D modeling of the piping, electrical cable trays, building structural steel, and platform for the process building and distillation areas.
- **City of McBain, Michigan-Renewable Energy Park Master Plan:** Project manager. Developed a master plan for a renewable energy park centered on an existing 18 MWe biomass cogeneration facility. The master plan included a cellulosic ethanol facility, biogas production facility, lignin pellet facility, dry milk facility, and a renewable energy powered data center.

## Presentations and/or Publications

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### Bioremediation

- "Anaerobic Reductive Dechlorination of Perchloroethylene Using Periodic Processes", SPIE-International Society of Optical Engineering, (Environmental Monitoring and Hazardous Waste Site Remediation), Munich, Germany, 1995.
- "Reductive Dechlorination of Perchloroethylene (PCE) Using Anaerobic Sequencing Batch Biofilm Reactors (AnSBBR)", First IAWQ Specialized Conference on Sequencing Batch Reactor Technology, Munich, Germany, 1996.



- "Reductive Dechlorination of Perchloroethylene (PCE) Using Anaerobic Sequencing Batch Biofilm Reactors (AnSBBR)", 51st Purdue Industrial Waste Conference, West Lafayette, Indiana, 1996.
- "Degradation of Perchloroethylene Using Aerobic Sequencing Batch Reactors", The Fourth International Symposium on In Situ and On-Site Bioremediation, New Orleans, Louisiana, 1997.
- "Electron Donor Requirements to Support Sustained PCE Dechlorination in Periodically Operated Bioreactors", Water Environment Federation Technical Conference, Chicago, Illinois, 1997.
- "Combined Anaerobic/Aerobic Biostimulation for the Remediation of Railyards Contaminated by Diesel Engine Repair and Maintenance", Annual Conference of the Transportation Research Board, Washington, DC, 1998.
- "Bioaugmentation of a Chlorinated Solvent Groundwater Plume", First International Conference on Oxidation and Reduction Technologies for In-Situ Treatment of Soil and Groundwater, June 2001
- "Application of Mesocosm Studies for Performance Prediction in Remediation Wetlands", Battelle Wetland & Remediation Conference, September 2001
- "Managing Risk Following Implementation of Monitored Natural Attenuation", The Seventh International Symposium on In-Situ and On-Site Bioremediation, Orlando, Florida, 2003.
- Hirl, P. J., P. S. Yocum, J. P. Earley, R. L. Irvine, "Anaerobic Reductive Dechlorination of Perchloroethylene Using Periodic Processes", Proc. SPIE-Int. Soc. Opt. Eng., (Environmental Monitoring and Hazardous Waste Site Remediation), 377-84, 1995.
- Hirl, P. J., R. L. Irvine, "Anaerobic Reductive Dechlorination of Perchloroethylene: a Review", Bioremediation: Principles and Practices, S. K. Sidkar, R. L. Irvine (ed.), Technomic, Lancaster, PA, 1998. (Refereed Publication)
- Hirl, P. J., R. L. Irvine, "Reductive Dechlorination of Perchloroethylene (PCE) Using Anaerobic Sequencing Batch Biofilm Reactors (AnSBBR)", Wat. Sci. Tech., 35:49-56,1997. (Refereed Publication)
- Hirl, P. J., R. L. Irvine, "Reductive Dechlorination of Perchloroethylene (PCE) Using Anaerobic Sequencing Batch Biofilm Reactors (AnSBBR)", Proceedings of the 51st Purdue Industrial Waste Conference, Purdue University, Ann Arbor Press, Ann Arbor, Michigan, pp. 289-296, 1997.
- Hirl, P. J., R. L. Irvine, "Degradation of Perchloroethylene Using Aerobic Sequencing Batch Reactors", In Situ and On-Site Bioremediation: Volume 3. Battelle Press, Columbus, pp. 87-92, 1997.
- Hirl, P. J., "Combined Anaerobic/Aerobic for the Remediation of Railyards Contaminated by Diesel Engine Repair and Maintenance", Transportation Research Record, No. 1626, pp. 114-119, 1998. (Refereed Publication)
- Richard, D.E., K.P. England, D. Connell, J.J. Berns, and P.J. Hirl, "Assessment of a Reconstructed Wetland for Remediation of Chlorinated Solvents," Wetlands and Remediation II – 2001, Battelle



Press, Columbus, 2001.

- Hirl, P.J., "Managing Risk Following Implementation of Monitored Natural Attenuation," In Situ and On-Site Bioremediation - 2003. Battelle Press, Columbus, 2004.

#### WASTEWATER TREATMENT

- "Water Treatment with Zero Dissolved Oxygen", 1998 ASCE National Environmental Engineering Conference, June, 1998.
- "Sustainability and Wastewater Treatment" Iowa Water Environment Federation Annual Meeting, Ames, IA, 2006.

#### RENEWABLE NATURAL GAS

- "Renewable Energy Production from Agra-Industry Wastes" presented at 109th Annual Conference of the International Association of Operative Millers, Nashville, Tennessee, 2005
- "Renewable Energy Production: An Approach to CAFO Manure Management" presented at the AWMA and WEF conference on Animal Agriculture and Processing: Managing Environmental Impacts, St Louis, Missouri, 2005
- "Renewable Energy from Distiller's Grains" International Distiller's Grains Conference, Minneapolis, MN, 2006.
- "Renewable Energy from Biofuels Production Co-products" Biofuels Workshop – Eastern Region, Nashville, TN, 2006.
- "Opportunities: Agricultural Renewable Energy" Iowa Environmental Protection Commission, Des Moines, IA, March 6, 2007
- "Self-Generation of energy for Ethanol Production from Distiller's Grains Anaerobic Digestion" Fuel Ethanol Workshop, St Louis, MO, 2007.
- "Opportunities: Biomass Energy" Minnesota Chief Engineers Guild Annual Meeting, Brainerd, MN. 2007
- "Renewable Energy for Biofuels Production" Biofuels Workshop – Western Region, Portland, OR, 2007
- "Renewable Energy for Biofuels Production" Biofuels Workshop – Eastern Region, Philadelphia, PA, 2007
- "Waste Streams and Anaerobic Digestion: Minnesota Opportunities" Growing the Bioeconomy, St Paul, MN, 2009



- "Anaerobic Digestion of Corn Ethanol Stillage" International Biomass Conference, Minneapolis, MN, 2009
- "Improving Margin and Reducing Carbon Footprint: Stillage Anaerobic Digestion" Fuel Ethanol Workshop, St Louis, MO, 2009
- "Innovative Concepts in Renewable Energy" ASME chapter, CERL, Champaign, IL, 2010
- "Imperial Valley Biogas Initiative" Imperial Valley Renewable Energy Summit, El Centro, CA, 2011
- "Renewable Natural Gas – Meeting the RPS" Electric Power 2012, Baltimore, MD
- Cassidy, D. P., P. J. Hirl, E. Belia, "Methane Production from the Soluble Fraction of Distiller's Dried Grains and Solubles in an Anaerobic Sequencing Batch Reactor," Research Note, Water Environment Research (Refereed Publication, approved for publication 2008)



## Bernard B. Sheff, PE – Vice President

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Mr. Sheff brings 34 years of experience in the design and operation of digesters and nutrient management systems. His first digester started in December 1991 at a packing facility in Plainwell, Michigan. He has provided troubleshooting for digestion systems across the United States and Europe. Currently, Mr. Sheff is the Chairman of the American Biogas Council and is a professional engineer licensed in four states. Mr. Sheff will provide oversight to all anaerobic digestion projects. He is currently engaged in process development, new equipment selection and construction efforts at two east coast digesters including a 5.2 MW and 3.2 MW facility. Furthermore, Mr. Sheff is leading the process development for a 1000 MMBtu facility for the processing food waste in St. Louis, Missouri. Finally, his efforts in digestion include oversight for operations at four operating digesters and process development for two new digesters in Massachusetts, Vermont, and New York.

### Education

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MS Civil and Environmental Engineering  
 BS Civil and Sanitary Engineering

Michigan State University 1989  
 Michigan State University 1982

### Professional Experience

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Vice President-Biogas Engineering  
 Vice President  
 Owner-Principal Engineer

Montrose Environmental Group, Inc. 2015-Present  
 ES Engineering Services, LLC 2014-2015  
 Sheff and Sons Engineering, PLLC 2014

### Licenses & Certifications

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Professional Engineer (PE), Indiana # PE19600393  
 Professional Engineer (PE), Massachusetts # 39075  
 Professional Engineer (PE), Michigan # 6201033694  
 Professional Engineer (PE), Ohio # PE.59826

### Project Experience

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- **Entropy Solar Integrators, North Carolina & Rhode Island-New Process Development and Re-design Efforts:** Re-design efforts for existing 5.2 and 3.2 MW food waste digestion facilities. These facilities require extensive waste water treatment post digestion, ammonia recovery, and drying of residual solids from the digestion process. These facilities will process over 600 tons per day of locally sourced food waste including SSO, processing residual and destruction.
- **Star Energy Holdings, Missouri-Process Development and Design:** Development and design with subsequent construction of 1000 MMBtu food waste digester redeveloping vacant downtown areas



in Missouri. This facility is intended to move to construction in Q1 of 2019.

- **California Waste Recyclers, California-Design Build:** Process development, design, and construction support for de-packing facility.
- **Vanguard Renewables, Massachusetts-Operation Support:** Operations support for four operating digesters in Massachusetts and support for development of additional digesters in New York State and Vermont.
- **Blue Mountain Digester, Utah-Engineering & Operations Support:** Support for two 11MG mixed covered lagoon digesters processing manure from Smithfield's 250,000 head hog operations.
- **Fair Oaks Dairy, Indiana-Design Consultation:** Design consultation for a new 12,000 head manure facility, including anaerobic digestion hi-loading system.
- **Bison Renewable Energy Development, Iowa-Design Consultation:** Design consultation for the solids handling and management and primary separation through discharge. Specific efforts included the process design for management of 1 mgd of mixed substrates to be digested at the largest digester in the United States. Substrates include: manure from poultry, dairy, beef and hog facilities, food processing residuals, rendering and ethanol and bio-diesel operations. Subsequent to the two-stage digestion process, the development includes primary and secondary separation and dissolved air flotation and final processing with a sequencing batch reactor.
- **Fair Oaks Dairy Digestion Facility, Indiana-Trouble-Shooting & Redesign Efforts:** Trouble shooting and re-design efforts. These include an innovative external mixing system for existing digesters, re-design of the nutrient recovery system for continuous operation, and evaluation of operation process. The success of the nutrient recovery system re-design has prompted the development of new patents which are pending. Efforts include further re-design to optimize gas production from the high load digester design.
- **Granger Land Development, Michigan-Design:** Re-design and operation of Leachate Treatment System.
- **City of Kalamazoo, Michigan-Flood Evaluation:** Consulting for City of Kalamazoo to evaluate flooding issues associated with the Arcadia Creek in Downtown Kalamazoo, Michigan.
- **Star Renewable Energy, Various Sites-Portfolio:** Process and project development for 3 facilities as part of the Star Renewable Energy Portfolio.
- **Michigan State University, Michigan-Digestion Facility:** Principal Engineer for the 400 KW digestion facility installed at Michigan State University in 2013. The facility began operation in late summer of 2013.
- **City of Fair Oaks, Indiana-Upgrading Project:** Principal Engineer for the development of the CNG. Project includes digestion of manure from 20,000 dairy cows and upgrading the biogas from 4 digesters to produce approximately 1200 scfm for vehicle fuel. The project has been operational



since 2012.

- **Digestion Facility, Canada-Process Development:** Process development and engineering for 9.8 MW facility based on ethanol processing residuals.
- **Anaerobic Digestion Plant, Ohio-Analysis and Design:** Feasibility analysis and preliminary design for the Medina County, Ohio Office of Sanitary Engineer. Mixed substrates which include vegetable waste, waste activated sludge, and FOG from food processing operations.
- **Mixed Substrate Facility, Michigan-Feasibility Studies:** Feasibility studies and preliminary design of a digestion system for a mixed substrate facility, mostly mixed vegetable residuals and hog manure.
- **Digestion Facility, California-Feasibility Studies:** Feasibility studies and preliminary design of a 400 ton per day digestion facility for a municipal source separated food waste and commercial food wastes plant.
- **Merrel Dairy, New York-Feasibility:** Feasibility and preliminary engineering for the proposed Anaerobic Digester.

#### Presentations and/or Publications

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- Presenter, Earth Educators' Rendezvous, Lawrence KS July 16, 2018. There's Money in Muck, July 16, 2018.
- Instructor, American Biogas Counsel, National Operator Training Courses, Washington, D.C., Bernard B. Sheff, June 2017, February 2018, and June 2018.
- Presenter, DEMEX/MEXIREC 2017 Summit, September 2017.
- Keynote Speaker, American Biogas Council, Washington, D.C., Bernard B. Sheff, PE, Vice President of Biogas Engineering, ES Engineering Services, LLC and Chairman of American Biogas Council, May 23, 2017.
- Keynote Speaker, International Biomass Conference and Expo 2015, Minneapolis, Minnesota, Bernard B. Sheff, PE, Vice President of Renewable energy, ES Engineering and Chairman of American Biogas Council, April 21, 2015.
- "The State of The Biogas Industry", Featured Speaker, Midwest Energy Mid-West Energy Research Consortium, Milwaukee, Wisconsin, Bernard B. Sheff, PE, Vice President of Renewable energy, ES Engineering and Chairman of American Biogas Council 22 January 2015.
- Invited Panel Participant, Waste to Bio: Energy, Fuels, Gas & Chemicals Summit, Bernard Sheff, PE Vice President of Agriculture, Chicago, Illinois July 08-10, 2014.



- Overview of uses of Biogas from Digestion of Food Wastes and Residuals: Heat, Electricity and Renewable Natural Gas/Biomethane; US Compost Council – American Biogas Conference Workshop, Oakland California, Bernard Sheff, PE, Vice President Anaergia Inc. January 26, 2014.
- Taking a project from a schematic to biogas; Steps and Procedures to get from a Dream to an Operating Facility, American Biogas Council Preconference Workshop: How to Avoid Digester Failures, Operating Errors – and Find Financial Success Columbus, Ohio - Bernard Sheff, PE, Vice President of Agriculture, Anaergia Inc. October 20, 2013.
- ABC Workshop: Four Steps to a Successful Project – Financing, Technology, Policy and Partnerships Chicago, Illinois, Cost Impacts of Technology, Bernard Sheff, PE Vice President of Agriculture, 8 July 2013.
- Renewable Natural Gas/Biomethane for Vehicle Fuel: Understanding Fleet Integration, Market Dynamics, and Infrastructure, ACT Expo – American Biogas Conference Workshop, Bernard Sheff, PE, Vice President Anaergia Inc., June 25, 2013.
- AD Solutions to Meet Changing MSW Regulations, April 10, 2013, BioCycle West Coast Conference 2013, Business of Anaerobic Digestion Track, San Diego, California, Nicole Rinauro, Principal, Rinauro Consulting and Bernard Sheff, PE, Vice President of Agriculture, Anaergia Inc. AD Solutions to Meet Changing MSW Regulations, April 10, 2013.
- Digestion of Grease and Food Processing Residuals: Overview of Current Status and Trends in Digestion Industry 2013 MWEA Biosolids Conference, Novi, MI. Bernard Sheff, PE, Vice President Anaergia Inc. March 7, 2013.
- Carbon Management Workshop: Digester Economics for a Complete Mix Digester, AgStar 2012: Got Manure? Bernard Sheff, PE President UTS Residual Processing, an Anaergia Company, March 27, 2012.
- Viability of Dry-lot Manure Anaerobic Digester, Sheff, Bernard, BioCycle Renewable Energy from Organics Recycling, Dairy Sustainability Section, Madison, Wisconsin, October 31 through November 1, 2011.
- Technical Issues In the Design-Build for CNG at Dairy Digester, Sheff, Bernard, BioCycle Renewable Energy from Organics Recycling, RNG to CNG – Closing the Loop in Indiana, Madison, Wisconsin, October 31 through November 1, 2011.
- How the results weighed in: Investigating an Illegal Discharger – What has Changed? Sheff, Bernard B., Ross, Brian and Keys, Jack. Michigan Water Environment Federation (MWEA), MWEA Biosolids and IPP Joint Conference: Improving Opportunities for Beneficial Use: An Aerial Perspective, Kalamazoo, Michigan, September 27 – 28, 2011.
- Analysis of Dry-lot Dairy Manure for Treatment Technology Selection, Belcher, David, Sheff, Bernard, Kirk, Dana. ASABE International Conference, Paper number 1111365, Louisville, Kentucky, August 7 – 10, 2011.



- Opportunities for Energy Reduction in Wastewater Plants, Sheff, Bernard with Benedek, Andrew, Josse, Juan, Van Aken, Theodore. County Sanitary Engineers Association of Ohio Summer Conference, Columbus, Ohio. June 6 – 7, 2011.
- Case Study; Closed Loop Systems with Advanced Treatment, Sheff, Bernard. 2009 Sand Solutions Conference - Making Clean Sand with Dirty Water, Lancaster, PA. November 18 – 19, 2009.
- Options for Post Digestion Management of Effluent and Solids, Sheff, Bernard. ASABE 2009 Bioenergy Engineering Conference, Paper number BIO-097993, October 2009.
- Closed System Nutrient Recovery Cell: Case Study of Advanced Treatment of Dairy Digester Effluent, Sheff, Bernard. ASABE Annual International Meeting, Paper number 085308, Providence, Rhode Island, July 2008
- Advanced Treatment, Sheff, Bernard. 2007 Sand Solutions Conference – Steps to Advanced Treatment, Janesville, Wisconsin. November 15 – 16, 2007.
- Assessment of Solid Separation Systems – Maximizing Recovery, Sheff, Bernard. 2006 Sand Solutions Conference, East Lansing, Michigan. November 15 – 16, 2006.
- Speaker: National Phosphorus Conference, Cornell, University, Ithaca, NY. August 3-4 2006.
- Economic and Practical Options for Capturing Dairy Manure Solids. Sheff, Bernard. Making Manure Management Work, ACS, Auburn, NY. 28 February 2006.
- Solid Recovery Post Sand Separation. Sheff, Bernard. Sand-Laden Manure Handling Conference, Darboy, Wisconsin, 23 February 2006.
- Case Study: High Rate Solids Separation, Sheff, Bernard. Sand-Laden Manure Handling Conference, Batavia, NY. November 17 – 18, 2005.
- Advanced Solids Separation and Nutrient Recovery for Scrape Dairy Manure: (A Case Study). Sheff, Bernard. ASAE Annual International Meeting, Paper number 054107, July 2005.
- A System for Manure Treatment and Nutrient Control of Dairy Waste. Sheff, Bernard. ASAE/CSAE Annual International Meeting, Paper number 044169, August 2004.
- FAN Separator USA, September 2002, Phosphorus Removal for the American Dairy Farmer, A Handbook of Residual Management Techniques. Carol Stream, Illinois.
- Taiganides, E.P., M. Rabener, B.B. Sheff, 2004. Nutrient Management – Dairy Farm Manure Treatment to make Solids and Liquids Usable. Resource, ASAE May 2004, Volume 11 No. 4: 7-8.
- Mettler, D. 2004 Learning Curve on Manure Management, Manure Manger March/April 2004: 4-8.
- How to Catch Illegal Dischargers -- A Case Study. Sheff, Bernard B., Ross, Brian and Keys, Jack.



Michigan Water Environment Federation (WEF), Industrial Treatment Seminar, November 1997.  
Note: This presentation was subsequently given at four other conferences at the request of the WEF/MDEQ.

- Reuse of Residual Lime for Land Reclamation (update). Proceedings, Water Environment Federation/American Water Works Association Joint Conference, Philadelphia, Pennsylvania, August 1997.
- Floodplain Management in Urban Redevelopment, A Case Study in Multiple Objective Management. Sheff, Bernard and Nacci, Kenneth A. FEMA 1996.
- Reuse of Residual Lime for Land Reclamation. Proceedings, Second Annual Great Lakes Geotechnical/Geoenviromental Conference, Purdue University, 1994.
- Two-dimensional Buoyant Jets in Two-layer Ambient Fluid. Journal of Hydraulic Engineering, Volume 113, No. 8, August 1987, pp. 992 - 1005.
- Measurements of the Spreading Layer to Quantify Two-dimensional Buoyant Plumes at the Thermocline. Thesis presented to Michigan State University, June 1989.
- Measurements to Quantify Wastewater Fields Produced by Outfall Diffusers. Institute of Water Research. September 1983.



## Darrel Olmsted – Vice President

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Mr. Olmsted has over 21 years of service in municipal government, state, and federal regulatory agencies. He has experience in management, supervision, budgeting, and environmental reporting. He has provided consulting services for municipal and private wastewater treatment plants. Mr. Olmsted has worked in the oil industry providing casing and laydown operations for oil rigs. He specializes in the startup, management, and operations of wastewater treatment and anaerobic digestion facilities including the management and organization of personnel. He has worked with construction companies as an owner's agent to ensure the construction and startup of multi-million-dollar projects are completed on schedule. Moreover, he has completed 6 years of military service as a nuclear reactor trained operator aboard a fast attack submarine. Mr. Olmsted is also an independent business owner who has started and operated an RV dealership and owned rental property.

### Education

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MBA	Southern Utah University 2005
BS Business Finance	Southern Utah University 2003
US Naval Nuclear Reactor Prototype School	US Navy, New York 1984
US Naval Nuclear Reactor Power School	US Navy, Florida 1983

### Professional Experience

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Vice President-Facilities Operations	Montrose Environmental Group, Inc. 2017-Present
Plant Superintendent-Biogas Engineering	Montrose Environmental Group, Inc. 2016-2017
Wastewater Superintendent	Cedar City Corporation 1999-2016

### Licenses & Certifications

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Wastewater Collection Operator level 4, Utah #1653R0303154C  
 Wastewater Treatment Plant Operator level 4, Utah #1653R0303154  
 Wastewater Treatment Plant Operator level 4, Nevada #NV-974  
 CDL Class A with Tanker Endorsement, Utah

### Project Experience

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- **Wastewater Facility, Idaho-Food Processing:** Wastewater facility utilizing a UASB Anaerobic digestion with a DAF unit to remove BOD and TSS. This unit receives 900,000 gallons of food processing wastewater from an industrial facility in the Northwest.
- **Wastewater Facility, California-Beverage Production:** Wastewater facility receiving waste from a



beverage facility to remove BOD and control pH discharge to the local municipal sewer system in Southern California.

- **Wastewater Facility, California-Municipal Wastewater Treatment:** Operation of a municipal wastewater facility operation in Southern California.
- **Wastewater Facility, California-Food Processing:** Operation of an industrial pretreatment wastewater plant receiving process water from a food process facility in Southern California.
- **Anaerobic Digestion Facility, Utah-Animal Waste to Energy Anaerobic Digester:** Took over the duties of a failed animal waste anaerobic digestion facility in the Southwest. The previous operation company allowed the facility to go into complete shutdown. Was hired to repair, restart, and operate a facility receiving between 500,000 and 900,000 gallons per day of swine waste.
- **Anaerobic Digestion Facility, North Carolina-Food Waste Anaerobic Digester:** Took over operation of an anaerobic digestion facility with an aeration wastewater facility. The construction of the facility was behind schedule, so the client hired ES to take over construction and get the facility operating. The facility receives solid and liquid food waste to produce 5.2 MW of electricity.
- **Processing Facility, Rhode Island-Food Waste Anaerobic Digester:** Took over operation of a food processing facility in the Northeast. The facility uses two 2-million gallons anaerobic digesters and a wastewater facility. The facility is designed to receive solid and liquid waste.
- **Processing Facility, Wisconsin-Food Waste Anaerobic Digester:** Oversee the operation of an industrial food processing facility in the East. The facility receives approximately 800,000 gallons per day of liquid process waste. Required to reduce the BOD and TSS.
- **Mesquite Wastewater Treatment Plant, Nevada-Operation Review:** Provided contract services through Forsgren Associates Inc. Responsible for reviewing plant operations, reviewing and signing the City of Mesquite, Nevada Discharge Monitoring Reports for the Nevada Department of Environmental Protection Agency.
- **Municipal Wastewater Treatment Plant, Utah-Operation Supervision:** Supervise operation of regional wastewater treatment plant providing services for two cities and the surrounding county. The facility included two trickling filters which were replaced with two extended aeration oxidation ditches. It also included two anaerobic digesters, a mechanical dewatering system, chlorine disinfection, and a 2,400-acre land application site.
- **Wastewater Collections, Utah-Operation Supervision:** Supervise the operation of the sewer collection department responsible for maintaining over 160 miles of sewer lines and eight pumping stations.
- **Cedar City, Enoch City, & Iron County, Utah-Wastewater Pretreatment Program:** Supervise the operation of industrial pretreatment program responsible for working with industries, restaurants, automotive, and other businesses regulated under Federal, State and local regulations. Provided



services for Cedar City, Enoch City, and Iron County.

- **Municipal Wastewater Laboratory, Utah-Operation Supervision:** Supervise the operation of nationally certified municipal wastewater laboratory.
- **Cedar City, Utah-Manage Budgets:** Manage the operating and capital budgets for the wastewater department and the wastewater collection department.
- **Cedar City, Utah-Wastewater Expansion:** Construction and startup of a \$10.5 million project to convert the wastewater treatment plant from a trickling filter plant to a Modified Ludzack-Ettinger process.
- **Cedar City, Utah-Sewer Upgrade:** Oversaw completion of a \$1 million city wide sewer line repair project.
- **Cedar City, Utah-Airport Road Sewer Repair:** Oversaw completion of a \$700,000 sewer line repair project using pipe bursting.
- **Cedar City, Utah-Sewer Collections Startup:** Responsible for conceptualizing, hiring personnel, purchasing equipment, and startup of a sewer collection department. Submission of environmental reports to the Utah Department of Environmental Quality and the EPA.



# **ATTACHMENT 5**

## Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**THE CITY OF BANNING**

**and**

**E.S. Engineering Services, LLC**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF BANNING, CALIFORNIA  
AND  
E.S. Engineering Services, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 25th day of September, 2018 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **E.S. Engineering Services, LLC, a Delaware corporation** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services for the Nitrogen Removal Feasibility Study and the Salt and Nutrient Management Plan 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 Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the Nitrogen Removal Feasibility Study and the Salt and Nutrient Management Plan 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 Consultant'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 ten percent (10%) of the Contract Sum or \$30,000, 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 THREE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS (\$321,669.00) (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 two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of 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>Joon Min</u>	<u>Vice President Global Water Practice</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

4.2 Status of Consultant.

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

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

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

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City

Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$4,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

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

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee 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 City Manager, or his/her designee.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

## 5.2 General Requirements.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including

fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are

determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **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 three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

### 6.2 Reports.

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

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

#### 6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### 7.1 California Law.

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

## 7.2 Disputes; Default.

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

## 7.3 Retention of Funds.

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

## 7.4 Waiver.

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

## 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to

the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

\_\_\_\_\_  
Rochelle Clayton, Interim City Manager

By: \_\_\_\_\_  
NAME:  
TITLE:

By: \_\_\_\_\_  
NAME:  
TITLE:

ATTEST:

\_\_\_\_\_  
Sonja De La Fuente, Deputy City Clerk

\_\_\_\_\_  
Tax ID No.

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.**



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Consultant will perform the following services in connection with providing a Nitrogen Removal Feasibility Study and Completing a Salt and Nutrient Management Plan:**
- A. Data and Literature Review (Practicability)
  - B. Evaluation of Treatment Alternatives
  - C. Report on the Practicability of 10 mg/L total Nitrogen Effluent Limitation
  - D. Data and Literature Review (Effects on Groundwater)
  - E. Additional Investigations
  - F. Report on Effects of Discharge on Beneficial Use of Receiving Groundwater
  - G. Final Recommendations and Technical Report
  - H. Salt and Nutrient Management Plan
  - I. TDS and Nitrate-Nitrogen Tracking Spreadsheet
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Technical Memorandum on Data Collection and Literature Review
  - B. Preliminary Construction Cost Estimate
  - C. Preliminary O&M Cost Estimate
  - D. Condition Assessment Report of Re-evaluation of Existing Equipment
  - E. Technical Memorandum on Evaluation of Treatment Alternatives
  - F. Final Report on Practicability of 10 mg/L Total Nitrogen Effluent Limitation
  - G. Recommended Work Plan
  - H. Recommended Implementation Schedule
  - I. Technical Memorandum on Data Collection and Literature Review (Effects on Groundwater)
  - J. Work Plan on Additional Investigations and Sampling

- K. Technical Memorandum on Data Collection and Literature Review (Additional Investigations)
  - L. Report on Effects of Discharge on Beneficial Use of Receiving Groundwater
  - M. Final Recommendation and Technical Report
  - N. Final Recommended Work Plan
  - O. Final Recommended Implementation Schedule
- III.** In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City apprised through periodic status reports regarding the performance of the services under this Agreement by the following means:
- A. In-person meetings.
  - B. Email updates/questions to applicant team and City while reviews are underway.
  - C. Conference calls.
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the services:
- A. Joon Min, PhD, Principal in Charge
  - B. James Wang, PE, Project Manager
  - C. Kyle Nelson, PE, Project Engineer
  - D. Dustin Stickney, PE, Design Engineer
  - E. Justin Eum, PhD, Process Engineer
  - F. Chi-Chung Tang, PhD, Technical Advisor
  - G. Patrick Hirl, PhD, Technical Advisor
  - H. Bernard Sheff, PE, QA/QC
  - I. Dean Stanphill, PE, Constructability
  - J. Darrell Olmsted, Operations

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

**None**

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks ("Tasks") at the following rates**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>SUB-BUDGET</b>
1.	Data and Literature Review (Practicability)	\$14,132.00
2.	Evaluation of Treatment Alternatives	\$83,184.00
3.	Report on the Practicability of 10 mg/L Total Nitrogen Effluent Limitation	\$19,879.00
4.	Data and Literature Review (Effects on Groundwater)	\$14,379.00
5.	Additional Investigations	\$38,871.00
6.	Report on Effects of Discharge on Beneficial Use of Receiving Groundwater	\$17,613.00
7.	Final Recommendations and Technical Report	\$34,464.00
8.	Salt and Nutrient Management Plan	\$94,162.00
9.	TDS and Nitrate-Nitrogen Tracking Spreadsheet	\$4,985.00
	<b>TOTAL</b>	<b>\$321,669.00</b>

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**III. 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.
  
- IV. The total compensation for services shall not exceed \$321,669.00 as provided in Section 2.1 of this Agreement.
  
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

**EXHIBIT "C-1"**  
**CONSULTANT'S BILLING RATE AND TASK SCHEDULE**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A. Proposed Project Schedule – Attached as Exhibit D-1.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**EXHIBIT "D-1"**  
**PROPOSED PROJECT SCHEDULE**



**CITY OF BANNING  
BANNING UTILITY AUTHORITY REPORT**

**TO:** BANNING UTILITY AUTHORITY

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

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

**MEETING DATE:** September 25, 2018

**SUBJECT:** Adopt Resolution 2018-18 UA, Approving an Alternative for Obtaining Legal Counsel Services for the Public Works Department, Water and Wastewater Divisions

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**RECOMMENDED ACTION:**

The Banning Utility Authority adopt Resolution No. 2018-18 UA, Approving an Alternative for Obtaining Legal Counsel Services for the Public Works Department, Water and Wastewater Divisions.

**BACKGROUND:**

The City of Banning, Public Works Department is seeking legal counsel services for activities related to the Water and Wastewater Divisions. The activities include, amongst others:

- Transfer of the San Gorgonio Flume Conveyance System
- Water Rights Law
- Federal Land Use
- California Environmental Quality Act (CEQA)
- National Environmental Policy Act (NEPA)
- Sustainable Groundwater Management Act (SGMA)
- Regulatory Permitting
- Beaumont Basin Watermaster

On March 22, 2016, the Banning Utility Authority awarded a Professional Services Agreement to Stoel Rives, LLP ("Stoel Rives") in the amount of \$110,000 for legal counsel services under Resolution 2016-03 UA. Stoel Rives, LLP was under contract with the City to provide services related the San Gorgonio Flume and SGMA.

Subsequently, on June 27, 2017, City Council renewed the Contract with Stoel Rives for an additional year.

On May 1, 2018 Stoel Rives notified the City of Banning that, Wes Miliband, the City of Banning's legal counsel and Stoel Rives employee would be ending his employment with Stoel Rives and that the City would have an option of keeping the City's files with Stoel Rives or transferring them to Mr. Miliband's new firm, Atkinson, Andelson, Loya, Ruud and Romo (AALRR). Considering that Mr. Miliband has several years of historical knowledge of the San Gorgonio Flume negotiations and representing the City during the developments of SGMA, City staff elected to transfer the files to AALRR and to enter into a \$25,000 agreement with AALRR. The new agreement with AALRR was funded by savings from ending the Stoel Rives agreement before the term was up and is currently set to expire on September 30, 2018.

At this time, it is staff's intent to present options to City Council and to seek direction for how to proceed with the procurement of legal services:

### Alternatives

Staff has identified the following alternatives for obtaining legal services for the Water and Wastewater Divisions:

1. Award a Professional Services Agreement to AALRR in the amount of \$125,000. A Statement of Qualifications for AALRR is attached.
2. Award a Professional Services Agreement to AALRR in the amount of \$30,000 to provide staff time to obtain the needed service through a formal Request for Proposals.
3. Do not award a Professional Services Agreement to AALRR and obtain the needed service through a formal Request for Proposals. With this alternative there will be three to four months were the City would not have a legal firm providing the needed services.
4. Utilize the City's current City Attorney firm, Richard Watson Gershon (RWG) to provide the required legal services. It should be noted that it was determined that conflict of interests may exist related to services that would be required involving the Beaumont Basin Watermaster. RWG could also provide services during the RFP process as described in Alternative 3, although it would take some time to be brought up to speed on the background of current projects.

### JUSTIFICATION:

The need for legal services from a qualified firm specializing in Federal Land Use, Water Rights Law, Federal/State policies and Land Rights is essential in assisting the City to

navigate through the legal complications of the San Geronio Flume project, SGMA and others that may arise.

**FISCAL IMPACT:**

There is funding available in Account 660-6300-471.90-78 (Flume Consultant Costs) and 660-6300-471.33-11 (Professional Services) in the Fiscal Year 2018/2019 approved budget.

**ATTACHMENTS:**

1. Resolution 2018-18 UA (Alternative 1)
2. Resolution 2018-18 UA (Alternative 2)
3. Resolution 2018-18 UA (Alternative 3)
4. Resolution 2018-18 UA (Alternative 4)
5. Statement of Qualifications for AALRR

Approved by:



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Rochelle Clayton  
Interim City Manager

# **ATTACHMENT 1**

## **Resolution No. 2018-18 UA; Alternative 1**

## RESOLUTION 2018-18 UA

### A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN ALTERNATIVE FOR OBTAINING LEGAL COUNSEL SERVICES FOR THE PUBLIC WORKS DEPARTMENT, WATER AND WASTEWATER DIVISIONS

**WHEREAS**, the City of Banning, Public Works Department is in the need of legal counsel services for activities related to the Water and Wastewater Divisions including: Transfer of the San Gorgonio Flume Conveyance System; Water Rights Law; Federal Land Use; California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA); Sustainable Groundwater Management Act (SGMA); Regulatory Permitting; and Beaumont Basin Watermaster items; and

**WHEREAS**, City staff presented City Council with multiple options for obtaining the required legal counsel services and City Council selected to award a Professional Services Agreement to Atkinson, Andelson, Loya, Ruud and Romo; and

**WHEREAS**, legal services from a qualified firm specializing in Federal Land Use, Water Law, Federal/State policies and Land Rights is essential in assisting the City to navigate through the legal complications of the project and based on the previous performance, staff recommends the renewal of the agreement with Stoel Rives, LLP, Attorneys at Law; and

**WHEREAS**, the cost of the Professional Services Agreement \$125,000 and shall be funded by Account 660-6300-471.90-78 (Flume Consultant Costs) and 660-6300-471.33-11 (Professional Services).

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

SECTION 1. The Banning Utility Authority adopts Resolution No. 2018-18 UA awarding a Professional Services Agreement to Atkinson, Andelson, Loya, Ruud and Romo.

SECTION 2. The Interim City Manager is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

SECTION 3. The Interim City Manager is authorized to execute the Professional Services Agreement with Atkinson, Andelson, Loya, Ruud and Romo approved to form by the City Attorney's office.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

---

George Moyer, Chairman  
Banning Utility Authority

**ATTEST:**

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Sonja De La Fuente, Secretary  
Banning Utility Authority

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

---

Kevin G. Ennis, Authority Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-18 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonja De La Fuente, Secretary  
Banning Utility Authority  
City of Banning, California

# **ATTACHMENT 2**

## **Resolution No. 2018-18 UA; Alternative 2**

## RESOLUTION 2018-18 UA

### A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN ALTERNATIVE FOR OBTAINING LEGAL COUNSEL SERVICES FOR THE PUBLIC WORKS DEPARTMENT, WATER AND WASTEWATER DIVISIONS

**WHEREAS**, the City of Banning, Public Works Department is in the need of legal counsel services for activities related to the Water and Wastewater Divisions including: Transfer of the San Gorgonio Flume Conveyance System; Water Rights Law; Federal Land Use; California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA); Sustainable Groundwater Management Act (SGMA); Regulatory Permitting; and Beaumont Basin Watermaster items; and

**WHEREAS**, City staff presented City Council with multiple options for obtaining the required legal counsel services and City Council selected to award a \$30,000 Professional Services Agreement to Atkinson, Andelson, Loya, Ruud and Romo and to move forward with a formal Request for Proposals; and

**WHEREAS**, legal services from a qualified firm specializing in Federal Land Use, Water Law, Federal/State policies and Land Rights is essential in assisting the City to navigate through the legal complications of the project and based on the previous performance, staff recommends the renewal of the agreement with Stoel Rives, LLP, Attorneys at Law; and

**WHEREAS**, the cost of the Professional Services Agreement \$30,000 and shall be funded by Account 660-6300-471.90-78 (Flume Consultant Costs) and 660-6300-471.33-11 (Professional Services).

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

**SECTION 1.** The Banning Utility Authority adopts Resolution No. 2018-18 UA awarding a Professional Services Agreement to Atkinson, Andelson, Loya, Ruud and Romo.

**SECTION 2.** The Interim City Manager is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

**SECTION 3.** The Interim City Manager is authorized to execute the Professional Services Agreement with Atkinson, Andelson, Loya, Ruud and Romo approved to form by the City Attorney's office.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

---

George Moyer, Chairman  
Banning Utility Authority

**ATTEST:**

---

Sonja De La Fuente, Secretary  
Banning Utility Authority

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

---

Kevin G. Ennis, Authority Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-18 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonja De La Fuente, Secretary  
Banning Utility Authority  
City of Banning, California

# ATTACHMENT 3

## Resolution No. 2018-18 UA; Alternative 3

**RESOLUTION 2018-18 UA**

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN ALTERNATIVE FOR OBTAINING LEGAL COUNSEL SERVICES FOR THE PUBLIC WORKS DEPARTMENT, WATER AND WASTEWATER DIVISIONS**

**WHEREAS**, the City of Banning, Public Works Department is in the need of legal counsel services for activities related to the Water and Wastewater Divisions including: Transfer of the San Gorgonio Flume Conveyance System; Water Rights Law; Federal Land Use; California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA); Sustainable Groundwater Management Act (SGMA); Regulatory Permitting; and Beaumont Basin Watermaster items; and

**WHEREAS**, City staff presented City Council with multiple options for obtaining the required legal counsel services and City Council selected to obtain the required legal counsel services through a formal Request for Proposals; and

**WHEREAS**, legal services from a qualified firm specializing in Federal Land Use, Water Law, Federal/State policies and Land Rights is essential in assisting the City to navigate through the legal complications of the project and based on the previous performance, staff recommends the renewal of the agreement with Stoel Rives, LLP, Attorneys at Law.

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

SECTION 1. The Banning Utility Authority adopts Resolution No. 2018-18 UA directing staff to acquire legal counsel services through a formal request for proposals.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

---

George Moyer, Chairman  
Banning Utility Authority

**ATTEST:**

---

Sonja De La Fuente, Secretary  
Banning Utility Authority

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

---

Kevin G. Ennis, Authority Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-18 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonja De La Fuente, Secretary  
Banning Utility Authority  
City of Banning, California

# ATTACHMENT 4

## Resolution No. 2018-18 UA; Alternative 4

## RESOLUTION 2018-18 UA

### A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN ALTERNATIVE FOR OBTAINING LEGAL COUNSEL SERVICES FOR THE PUBLIC WORKS DEPARTMENT, WATER AND WASTEWATER DIVISIONS

**WHEREAS**, the City of Banning, Public Works Department is in the need of legal counsel services for activities related to the Water and Wastewater Divisions including: Transfer of the San Gorgonio Flume Conveyance System; Water Rights Law; Federal Land Use; California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA); Sustainable Groundwater Management Act (SGMA); Regulatory Permitting; and Beaumont Basin Watermaster items; and

**WHEREAS**, City staff presented City Council with multiple options for obtaining the required legal counsel services and City Council selected to amend the existing contract with Richard Watson Gershon; and

**WHEREAS**, legal services from a qualified firm specializing in Federal Land Use, Water Law, Federal/State policies and Land Rights is essential in assisting the City to navigate through the legal complications of the project and based on the previous performance, staff recommends the renewal of the agreement with Stoel Rives, LLP, Attorneys at Law; and

**WHEREAS**, the cost of the Professional Services Agreement \$125,000 and shall be funded by Account 660-6300-471.90-78 (Flume Consultant Costs) and 660-6300-471.33-11 (Professional Services).

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

**SECTION 1.** The Banning Utility Authority adopts Resolution No. 2018-18 UA awarding a Professional Services Agreement to Richard Watson Gershon.

**SECTION 2.** The Interim City Manager is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment.

**SECTION 3.** The Interim City Manager is authorized to execute the Professional Services Agreement Amendment with Richard Watson Gershon.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of September, 2018.

---

George Moyer, Chairman  
Banning Utility Authority

**ATTEST:**

---

Sonja De La Fuente, Secretary  
Banning Utility Authority

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

---

Kevin G. Ennis, Authority Counsel  
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-18 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25<sup>th</sup> day of September, 2018, by the following vote, to wit:

AYES:

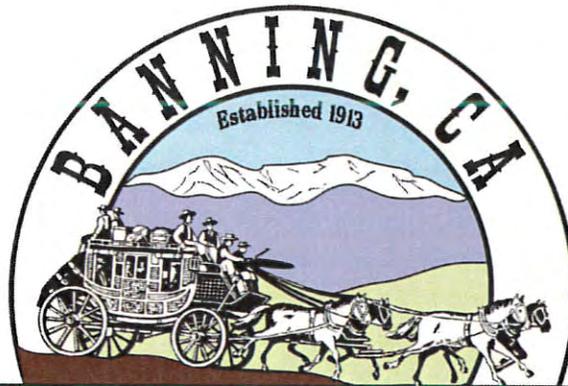
NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonja De La Fuente, Secretary  
Banning Utility Authority  
City of Banning, California

***ATTACHMENT 5***  
**Statement of  
Qualifications  
AALRR**



**Proud History  
Prosperous Tomorrow**

**aa|rr** Atkinson, Andelson  
Loya, Ruud & Romo  
A Professional Law Corporation

**ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
STATEMENT OF QUALIFICATIONS  
TO  
BANNING UTILITY AUTHORITY  
FOR  
WATER LEGAL COUNSEL**

**Banning Utility Authority**



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Exhibit A: Attorney Resumes	

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OUR FILE NUMBER:

September 3, 2018

Art Vela, P.E.  
Director of Public Works/City Engineer  
99 E. Ramsey Street  
Banning, California 92220

VIA EMAIL ([avela@ci.banning.ca.us](mailto:avela@ci.banning.ca.us))

**Re: Request for Statement of Qualifications for Water Law Counsel**

Dear Mr. Vela:

Atkinson, Andelson, Loya, Ruud & Romo ("AALRR" or "Firm") is pleased to respond to the Request for Statement of Qualifications for Water Law Counsel for the Banning Utility Authority ("Banning").

Banning already recognizes AALRR's capabilities by having already retained the Firm to provide water law services. Our efforts include helping to ensure the flume is not forfeited as the sole conveyance system of the City's pre-1914 appropriative water right as part of Southern California Edison's surrender application pending before the Federal Energy Regulatory Commission.

Our capabilities for water law services are more formally set forth below to establish that we should be approved by Banning, for at least the following reasons which are more particularly described in the enclosed materials: (i) We have the federal, state and local experience and relationships with regulatory agencies and environmental groups to navigate the most challenging matters; (ii) We have local roots throughout southern California regions and familiarity with water resources matters; and (iii) We have the necessary subject matter expertise, having developed top-caliber environmental and water services covering the spectrum from litigation to transactional and advisory services to prolific speaking and writing engagements.

On the latter point, I recently authored two chapters for the American Bar Association's environmental treatise that will publish later this year — one chapter addressing the Law of the Colorado River and the other chapter involving Bureau of Reclamation projects in the western states including California.

More generally, AALRR has represented California governmental entities for more than 35 years, with much of our water and environmental experience involving cutting-edge issues involving the federal, state and local regulatory landscapes. With increasing challenges to water supply reliability due to regulatory and hydrologic conditions, we have built a team of legal experts who focus exclusively on water law matters. These capable attorneys are well equipped to handle even the most complex matters that arise, whether the circumstances call for creative innovation for dispute resolution or zealous advocacy in adversarial proceedings to protect Banning's rights.

Ultimately, our team understands the responsibilities that come with the scope of this work and is both prepared and qualified to bring the necessary effort and experience to effectively execute the tasks anticipated in an efficient manner — all the while maintaining clear communications with Banning to better ensure results and satisfaction.

We welcome any questions that you may have, and we would be pleased to have AALRR representatives meet with you. Please feel free to reach me by phone at (949) 232-9731 or by email at [wes.miliband@aalrr.com](mailto:wes.miliband@aalrr.com).

Thank you for your consideration.

Sincerely,



Wesley A. Miliband  
Partner

## EXECUTIVE SUMMARY



Atkinson, Andelson, Loya, Ruud & Romo is recognized for its experience and success in handling public agency matters. Throughout the past 39 years, AALRR has represented a wide variety of California public entities, including municipalities, special districts, counties, superior courts, school districts, community colleges, universities, and the Regents of the University of California. AALRR is a California professional corporation with its corporate office located in Cerritos, California. Its regional office would serve as the servicing office for Banning. As detailed in our response, AALRR has the experience and resources to provide outside legal counsel specific to water law for Banning. The Firm has been in business and has provided legal services on behalf of our public sector clients for nearly four decades.

Atkinson, Andelson, Loya, Ruud & Romo is a full-service law firm with over 185 attorneys in offices strategically positioned throughout California. AALRR began its law practice in 1979 with one office and five attorneys in Long Beach, California. Today, with over 39 years of law practice, our offices have grown to nine locations—Cerritos, Fresno, Irvine, Marin, Pasadena, Pleasanton, Riverside, Sacramento, and San Diego. We have been a responsible corporate citizen with our headquarters in Cerritos for over 30 years and are proud to be part of the community. We have multiple practice groups within the Firm that specialize in specific areas of law. This specialized structure allows attorneys to develop more extensive experience and technical knowledge in their particular practice areas, and pass that experience and knowledge on to our clients.

We annually conduct and host hundreds of conferences, presentations and in-house trainings that are designed to educate and minimize liability. We regularly issue client “alerts” regarding new cases or legislation and work closely with our clients to explain the impact on their agencies. In June 2018, AALRR was named the top firm in the nation for its size for minority equity partners and the eighth best firm for minority attorneys in general. In April 2018, AALRR placed 240th on the *Law360* list of 400 firms. Our attorneys are annually named “Best Lawyers in America” by Best Lawyers and “Rising Stars” by Super Lawyers. While we are proud of our rankings and awards, we value our clients’ continued trust and satisfaction above all. As AALRR is located conveniently to Banning with offices in Riverside and San Diego, we will be able to provide the benefit of the Firm’s practical experience and professional resources in a cost-efficient and timely manner, particularly as Wes Miliband travels regularly to other offices.

## FIRM PROFILE

Atkinson, Andelson, Loya, Ruud & Romo (“AALRR” or “Firm”) is recognized for its experience and success in handling public agency matters. Throughout the past 39 years, AALRR has represented a wide variety of California public entities including municipalities, special districts, counties, superior courts, school districts, community college districts, and universities. AALRR is a full-service law firm with over 185 attorneys and multiple offices strategically positioned throughout California.

The Firm began its law practice in 1979 with one office and five attorneys in Long Beach, California. Today, the number of offices and locations has grown to provide a local presence throughout the state, with long-standing relationships with clients,

*The Firm’s philosophy is rooted in understanding the broad spectrum of legal issues that affect public entities. We deliver a full range of services and represent a variety of public entities. We focus on client partnerships and bring together the experience of trusted general and special counsel, capable litigators, knowledgeable water representation, insightful employment counsel, and innovative industry specialists to provide clients with comprehensive legal services to address issues effectively, efficiently and with integrity.*

electd officials and state regulators. Currently, AALRR maintains offices in Cerritos, Fresno, Irvine, Marin, Pasadena, Pleasanton, Riverside, Sacramento, and San Diego. Our offices throughout California are strategically located to allow for a “local presence” while also enabling us to serve efficiently and effectively in legislative, regulatory and judicial forums statewide.

The Firm understands that its role would be to provide water law-related services to Banning, including but not limited to water rights issues, Sustainable Groundwater Management Act compliance and implementation, public-private partnerships, and representing Banning whenever and wherever the

need arises. We are prepared to meet the needs of Banning in this regard, and are equally equipped to perform general legal services, from providing review of relevant law to preparing for litigation. AALRR attorneys are able to effectively and timely serve as legal counsel to Banning—from the issues that arise day-to-day to complex matters requiring highly-strategic efforts to avoid disputes or to resolve those disputes. We are confident that AALRR is the right choice for Banning for the following reasons:

**Proven track record** – We have successfully represented California governmental agencies, including many special districts, for nearly 40 years. Over this extended time period, AALRR has become intimately familiar with the legal needs of unique clients and adept at serving them in multiple capacities, with water and environmental services key practices areas for AALRR, with the team representing public agencies in complex, even novel water and CEQA and NEPA matters.

**Specialization** – We have a team of attorneys that specialize in water and environmental law. This team works on some of the most hot-button topics, whether to assist with drafting of federal and state legislation, to advocacy before federal and state regulatory agencies, to effective negotiating skills to achieve desired results. Based on our depth of experience, we will be able to efficiently and effectively address water-related concerns and issues.

**Responsiveness** – We take pride in our demonstrated commitment to respond promptly to all client inquiries, and have a firm-wide policy that our attorneys respond to communications from our clients within 24 hours, which is often done much sooner. Our attorneys will be available at any time to field questions, including on the weekends and evenings. Our team’s priority is to ensure that they are always accessible to you.

**Diversity** – AALRR is a recognized leader for our longstanding commitment to promoting diversity and maintaining a law firm that reflects the community and our clients. In June 2018, Law360 ranked the Firm as the best law firm in the country for minority equity partners for the second year in a row—as well as the 8th best in the country for minority attorneys in general. We take great pride in working hard to promote and instill diversity within our Firm.

## **AREAS OF EXPERTISE**

Our Firm can handle a variety of water law matters, demonstrated by past and ongoing roles as General Counsel and Special Counsel to public and private clients on various surface water, groundwater and other environmental issues. For instance, we have significant experience with surface water issues, ranging from protection of water rights to fishery interests and the related hydrologic modeling and biological expertise often in play, particularly if listed species exist in the watershed; regulatory processes for permitting and compliance; and litigation services for when legal disputes with regulatory agencies or stakeholders cannot be resolved. For groundwater matters, we currently serve several Groundwater Sustainability Agencies (“GSAs”) and are assisting in the development of Groundwater Sustainability Plans (“GSPs”) as required by the Sustainable Groundwater Management Act (“SGMA”). Mr. Miliband is defending the Sacramento Central Groundwater Authority in the first SGMA lawsuit, in which the Authority’s “Alternative” pending approval from the California Department of Water Resources violates CEQA and SGMA. We also have experience in utility and watershed planning for basin authorities, local governments and private clients, which compliments multiple legal disciplines involving federal and state environmental regulations, water supply planning, water rights, water quality, and public agency law. Related to these issues are land use, construction and financing expertise — accordingly, we have included those legal experts on our team. Through all of this, we consider ourselves partners with clients and technical consultants (e.g., hydrogeologists and engineers) to navigate the complexities of surface hydrology and groundwater hydrogeology.

Specifically, Mr. Miliband has extensive experience handling a wide variety of water rights, supply, and quality issues, before the State and Regional Boards and in state

court for groundwater and surface water disputes. He acquired the honed skills of trial counsel during his tenure as a Deputy District Attorney in Orange County and subsequently in civil court disputes. Mr. Miliband also interfaces regularly with a myriad of state and federal environmental agencies on behalf of his public agency clients, as does AALRR Partner David Boyer. Ultimately, our experience lends knowledge on when to extend the proverbial olive branch and when to entrench for litigation.

The Firm is an active affiliated member of the Association of California Water Agencies (“ACWA”) of which Mr. Miliband is a member of the coveted Legal Affairs Committee; the California Special Districts Association (“CSDA”), and the California Groundwater Resources Association (“GRA”) also of which Mr. Miliband is co-chair of the Education Committee. Meanwhile, many of our attorneys frequently present at their various conferences – among others – on topics that include: water resources law and trends, construction, taxation and bond issues, labor & employment, governance, technology and more. Our attorneys are also involved with various committees and subcommittees in each of these organizations.

<b>Applicable Areas of Experience</b>	
<b>Water</b>	Water Rights and SGMA, Water Transfer and Storage Agreements, State Water Contracts, CEQA, NEPA, Federal and State Endangered Species Acts, Environmental Regulation,
<b>Governance</b>	Board Policy Development, Parliamentary Procedures, Resolutions and Ordinances, The Brown Act, Board Relations, Public Records Act Requests, Fair Political Practices Act and FPPC Regulations, Conflicts of Interest, Elections Code Requirements, LAFCO Procedures, Training on New Laws and Regulations, Contracts, Memorandums of Understanding, Joint Powers Agreements, Federal and State Grant Processing, Assessments and Fees (Propositions 218 & 26)
<b>Labor Relations and Personnel Management</b>	Collective Bargaining, Grievance Processing, Arbitrations, Mediation, Fact-finding, Litigation, Layoffs, Contract Administration, Wage and Hour, Leaves, Workers’ Compensation, Unemployment Insurance, Employment Discrimination, Dismissals, Employee Discipline, and Discrimination Complaints
<b>Construction/ Public Works Contracting</b>	Contracts and Bids - Contract Preparation, Bid Specification, Breach of Contract, Bid Protests Construction Claims - Construction Defects, Builder Liability, Engineering and Design Failures, Soil Erosion, Stop Notices, Bond Claims, Delay Claims
<b>Real Property</b>	Real Property - Developer Fees, CEQA, NEPA, Eminent Domain, Joint Use Facility Agreements, Leases, Sales & Exchanges, Contracts, Easements, Property Acquisition and Disposition

<b>Litigation</b>	Administrative Hearings, Federal and State Court Proceedings, Trials, Appeals, Torts, Land Use, CEQA, Ordinance Enforcement, Contract Disputes, Employee Discharge and Discrimination, Construction Contract Disputes, Eminent Domain and Inverse Condemnation, Water Quality and Rights
<b>Taxation and Bond Issues</b>	Retirement Plan Review, Employment Tax Issues, Payroll Tax Audits, Employee Benefits Plan Review, General Obligation Bond Counsel, Special Tax Bond Counsel, Lease/General Fund Secured Financings

***Water Rights Matters***

AALRR recognizes that the long-term supply of surface water, groundwater, reclaimed water and desalinated water is critical as resources have been scarce throughout the State. Our attorneys have represented wholesale and retail public water agencies on a wide range of environmental, financing, water law, and water utility issues, including related litigation. We understand the California water institutional structure, and the state and federal law and regulations that impact water from every possible perspective, which enables us to serve our client's diverse needs effectively. This includes experience representing public agencies on current drought legislation that has evolved to law and regulations, the UWMPA, and on issues related to water rights and adjudications, supply and planning (SB 610 & 221), storage and transfers, and quality. Most recently are the permanent water conservation measures. Ultimately, attorneys at AALRR have successfully represented public agency water right holders in seven separate groundwater basin adjudications (pre-SGMA) as well as in legislative and regulatory proceedings as well as high-level negotiations in which Mr. Miliband is a part for a team convened by Governor Brown and facilitated by Secretary Bruce Babbitt to resolve disputes regarding the pending update to the Water Quality Control Plan (which impacts Banning and all other legal users of water in the State of California).

We have in-depth transactional and regulatory experience in water law, and have been privileged over the years to represent, on a federal and state level, our numerous public agency clients in all aspects of the regulation of water. AALRR regularly advises water clients to address the ongoing and emerging legal issues posed by federal and state regulatory agencies. We focus on the legal principles involved in securing, allocating, transferring, managing and adjudicating water rights for public and private uses, while maintaining an eye toward the policy implications and political climate involved. Our practice includes advising our clients on compliance with state and federal regulations and issues with state mandated programs, negotiating and drafting complex regulatory ordinances and agreements and defending complex litigation. We regularly advise on administrative law, environmental issues and policy, and land use planning, among others.

Our public agency clients sometimes become involved in administrative hearings and civil litigation disputes. These encompass the full range of public law issues, including water rights; land use disputes; ordinance enforcement; construction contract disputes;

allocation of water resources; eminent domain and inverse condemnation; fees and charges under Articles XIII C and D of the California Constitution (Propositions 218 & 26), and validation of bond issuances.

### ***Sustainable Groundwater Management Act***

AALRR is very familiar with SGMA and is currently serving as General Counsel to a GSA located in a groundwater basin designated as a high priority groundwater basin that is critically overdrafted. Further, we are assisting with the development of a GSP due by January 31, 2020. Mr. Miliband serves a GSA in which federal reserved rights are in play, thus adding to the challenge to develop a water budget and comply with SGMA. Mr. Miliband also is defending against the first SGMA suit filed in State history — the Sloughhouse Resource Conservation District versus the Sacramento Central Groundwater Authority. Thus, AALRR is an industry leader to provide legal assistance in the application of SGMA and its development of one of the first GSPs that will be submitted to the Department of Water Resources for evaluation. In addition, our Firm is assisting multiple GSAs with various public agency requirements including the Brown Act and conflict of interest laws.

We are well versed in the requirements of SGMA, including the requirements involving the formation of a locally-controlled GSA and the development and implementation of a GSP, and our attorneys are frequently asked to speak and to write on these issues.

### ***Fees, Taxes & Assessments***

The ability of public agencies to raise revenues for infrastructure and services is significantly constrained by the adoption of a series of ballot propositions – Propositions 218 and 26. They limit property tax rates, require voter approval of general and special taxes, and impose substantive limitations on structuring rates and charges, and the use of their revenues and procedural requirements for their adoption.

AALRR helps its public clients determine the revenue sources available to them and counsels clients on how to impose such assessments lawfully under the procedural and substantive requirements of Propositions 218 and 26. This can mean assisting throughout the process or advising on a particular legal issue. We also defend clients in court from challenges to taxes and other revenue sources. AALRR's attorneys are well versed in the interplay between the revenue generating provisions under SGMA and the requirements of Propositions 218 and 26.

### ***CEQA/Environmental Law***

AALRR has experience in all facets of state and federal environmental and hazardous substances regulation. The Firm has advised numerous public agencies on compliance measures for the California Environmental Quality Act ("CEQA"), including preparation, review, and certification/adoption of environmental impact reports, initial studies, and mitigated negative declarations. We have also counseled clients on effective use of CEQA exemption findings and mitigation measures and have helped several public entities to defuse potential challenges through public involvement and shrewd planning.

Despite our proactive approach, CEQA challenges occur from time to time. The Firm has experience in defending and prosecuting CEQA challenges on behalf of public entities.

In addition to CEQA, the Firm has extensive experience with specific areas of environmental regulation, including hazardous substances, clean air and water, pipeline risk, natural resources, seismic studies, and CERCLA (Superfund) enforcement. We work regularly with agencies charged with environmental oversight and enforcement, including the United States Environmental Protection Agency ("EPA"), California Department of Toxic Substances Control ("DTSC"), and various air quality management districts. The Firm regularly interacts with various other federal and state government oversight agencies, including the State and Regional Water Boards, Department of Water Resources, U.S. Fish and Wildlife Service and the National Marine Fisheries Services ("NMFS").

***Brown Act/Public Records Act/Legislative Body Meetings***

AALRR advises its clients in all aspects of public agency law. While we recognize Banning has a robust and highly-capable Banning Attorney's Office, we regularly provide legal interpretations and advice concerning elected official relations issues, including advising and training legislative bodies on the Brown Act. AALRR had significant involvement in drafting and reviewing the 1994 amendments to the Brown Act and has provided numerous workshops and training sessions on the implementation of these provisions.

We have also litigated a number of issues relating to the Brown Act, including questions on the definition of a meeting, the propriety of closed session discussions, and the obligation to announce out certain actions taken in closed session.

Our deep understanding of the law and the ability to advise clients proactively reduces exposure to challenges based on violations of the Brown Act. However, when our clients do require representation after the fact, we have extensive experience litigating issues related to the Brown Act.

Our attorneys are available to attend regular Council and Council Committee meetings, to provide advice and counsel on matters facing Banning. Prior to such meetings, lead counsel is available to review any documents that may be considered at the meeting. The Firm is also available to review and comment on Banning policies and administrative regulations to ensure compliance with state and federal law. Additionally, we can work with Banning to prepare new policies and regulations.

With respect to the Public Records Act, we regularly provide public agencies with advice and counsel regarding the processing of and response to Public Records Act requests. We have been involved in litigation relating to whether a party to pending litigation

against a public agency may still attempt to obtain documents by way of the Public Records Act.

### ***Administrative Law***

AALRR has extensive experience in California's administrative law practice. The Firm's practice of administrative law encompasses not only the state and local licensing and permitting needs of our clients, but involves the ongoing development of our clients' ability to operate in compliance with all state and local laws and regulations.

Members of the Firm have appeared before the State and Regional Water Boards and have worked with a variety of state and federal administrative agencies on issues involving endangered species, clean water and environmental remediation.

The Firm is capable of representing Banning in all judicial and/or administrative proceedings within the specific service areas in which Banning or Banning Councilmembers, in their official capacities, may be a party or have an interest, and in any other manner as directed.

### ***Statutory Interpretation***

Firm attorneys frequently review and provide comment on policies and administrative regulations to ensure both full compliance with federal and state laws and appropriate adherence by an agency, its governing body, and staff. Additionally, we prepare new policies and regulations as requested.

We are regularly asked to interpret provisions of the Water Code, Government Code, Public Utilities Code, Commercial Code, Public Resources Code, Public Contract Code and others. Our experience not only allows us to render valuable legal opinions, but to also advise clients with respect to how best to apply the law, and to make ambitious operational changes where there are arguments supporting a more nuanced interpretation of the law.

Our attorneys understand the parameters of Proposition 218 and the taxpayer protections limiting the methods by which local governments can create or increase taxes, fees and charges without taxpayer consent. We can guide the District through the stricter rules, increased notification requirements and appropriate use of fees.

### ***Ethics***

AALRR attorneys understand the ethical requirements for government officials when dealing with certain transactions, compensation and reimbursements and can advise Banning to implement certain conflict of interest rules to address when public officials may be required, for example, to divest their business interests prior to taking office or recuse themselves from certain government decisions where they have a private interest at stake, or, at the minimum, disclose the nature of their interest publicly.

We also offer a training titled *Ethics for Local Government Officials*. Training highlights include: (a) principles of ethics and conflicts of interests, (b) perquisites of office, and (c) government transparency. Our training complies with the requirements of AB1234.

### ***Conflicts of Interest***

We counsel clients on the full range of conflict of interest issues facing public officials and public employees, including issues arising under the Political Reform Act ("PRA"), Government Code section 81000 *et seq.*, and Government Code section 1090 *et seq.* In this regard, we have drafted required policies implementing the PRA and section 1090, as well as policies relating to incompatible activities. We are frequently asked to prepare opinion letters on complex conflict of interest issues relating to, for example, a board member's receipt of retiree health benefits and the employment of a board member's spouse. We also assist clients in obtaining opinion letters from the FPPC and the California Attorney General's Office.

Firm attorneys also understand the requirements under Government Code section 1090 as it relates to Councilmembers or employees receiving a financial interest in a contract made by them in their official capacity. We also advise clients on the disclosure statements and reporting requirements of meals and gifts received in excess of \$50 under the PRA.

### ***Litigation***

Our public agency clients often become involved in various administrative proceedings and civil litigation disputes. This litigation encompasses the full range of public law issues, including compliance with the Brown Act, Public Records Act, conflict of interest laws, tort litigation, land use disputes, ordinance enforcement, construction contract disputes, allocation of water resources, eminent domain and inverse condemnation, fees and charges under Articles XIII C and D of the California Constitution (Propositions 218 & 26), and validation of bond issuances. It also includes disputes over water rights and water supply.

As counsel for public agencies, our litigators have thwarted repeated Federal and State Endangered Species Act, CEQA, NEPA, CERCLA and other complicated environmental challenges. AALRR's attorneys have both the experience and expertise in all aspects of federal and state civil, administrative and local ordinance enforcement litigation practices and procedures to effectively and successfully represent public entities. We have represented public agency clients in administrative hearings before state and federal agencies, mediations, arbitrations, civil litigation, trials-bench and jury, and appeals in all substantive areas of law.

### ***Property Rights***

Our real estate attorneys have broad experience in real estate matters, including real property acquisitions and sales, leases, ground leases, exchanges, construction and permanent financing, zoning and land use, environmental issues and CEQA and NEPA compliance, development agreements, owner participation agreements, licenses,

easements, and a wide variety of contracts relating to the acquisition, development and construction of large public projects. The Firm represents public agencies with respect to all aspects of property acquisition, disposition, and use. Available services include regulatory site approval, negotiated acquisitions, sale or lease of surplus property, purchase and escrow agreements, leases and licenses, joint use and occupancy agreements, and eminent domain. The Firm also has extensive experience in environmental and land use law. Our services in the real property area include both transactional and litigation assistance.

#### ***Other Areas—Public Works and Construction Law***

AALRR provides comprehensive legal guidance and counseling to clients at every stage of the construction process to assist clients in carrying out successful projects. AALRR attorneys have extensive experience in virtually every type of construction and public works project.

The ability to handle all aspects of public works projects from conception to completion is a hallmark of our Firm. We pride ourselves in assisting public agencies in proactively planning and managing their projects and capital improvement programs to ensure that they are delivered both on time and within budget. In fact, over the years our Firm has represented more than 200 public agencies in construction/facilities work and general business services.

#### ***Discrimination***

We counsel employers in handling allegations/claims of all forms of discrimination. We also provide employers with advice to ensure compliance with the Americans with Disabilities Act and state disability discrimination laws, guaranteeing that the reasonable accommodation process is followed and legal challenges are avoided. We assist employers in developing policies and procedures designed to prevent discrimination and failure to accommodate claims.

#### ***Family and Medical Leave***

We focus on the interplay between state and federal regulations, including the Americans with Disabilities Act, Workers' Compensation, and pregnancy and military leaves to implement preventative policies concerning leaves.

#### ***Employee-Related Investigations***

AALRR is adept at handling high-level, critical investigations that require sensitivity and focus. Each client receives a comprehensive investigative report including credibility witness assessments, findings of fact and transcripts of recorded interviews.

#### ***Privacy Issues***

Our attorneys routinely counsel employers with respect to employee privacy matters. We assist employers in developing or evaluating personnel policies dealing with privacy issues, including employee drug testing procedures, monitoring of employees' telephone, email, and Internet use, and employer use of consumer, credit, motor vehicle, and criminal background reports during the hiring or promotion process.

### ***Occupational Health and Safety Laws***

We counsel clients in prevention of workplace health and safety issues with an eye toward achieving practical compliance with applicable federal and state requirements. We represent employers during safety and health inspections by federal OSHA and state occupational safety agencies. We handle litigation before courts and government agencies relating to workplace health and safety issues. Our attorneys are often called upon to advise public sector employers when there are serious injuries, including deaths, in the workplace to work with CalOSHA and federal OSHA.

### ***FLSA/Wage and Hour***

Our Firm's legal team won a groundbreaking case involving a public agency facing a wage and hour class action lawsuit. In *Johnson v. Arvin-Edison Water Storage District* (2009) 174 Cal.App.4th 729, the California Court of Appeal ruled that public agencies are not subject to the California Labor Code and Wage Orders (including break time requirements) unless specified by statute. We are frequently asked to provide advice on a wide range of issues relating to the Fair Labor Standards Act and California's Wage Orders and to represent our clients in state and federal litigation involving these issues. We also conduct preventive audits of employers' compliance with these laws as well as represent employers in investigations conducted by the United States Department of Labor's Wage and Hour Division and California's Division of Labor Standards Enforcement.

### ***New Laws, Legislation, Regulations and Training***

AALRR believes it is not only responsible for handling issues as they arise for our clients, but we also believe in helping our clients to be as informed and proactive as possible. We continuously monitor new and proposed changes to the law, as well as what is happening in the state and federal courts. Annually, we conduct and host hundreds of conferences and in-house trainings that are designed to educate and minimize liability for our clients. We also regularly prepare client alerts regarding new cases or legislation and work closely with our clients to explain the impact on their organizations.

### ***Taxation and Bond Issues***

AALRR's Tax Advice / Tax Controversy practice is comprised of experienced lawyers with strong tax backgrounds who hold advanced degrees in taxation. They advise clients regarding the complexities of tax laws and regulations, as well as tailor strategies that benefit clients' objectives and minimize tax liabilities. AALRR regularly provides representation for tax controversies and litigation with governmental agencies such as the Internal Revenue Service, Franchise Tax Board, Employment Development Department, State Board of Equalization, and county property-tax assessors.

Our attorneys also have the experience and expertise necessary to efficiently achieve optimal results for clients during the audit process. We regularly assist clients in defining

and negotiating the scope of the audit, formulating responses to the taxing agency, interacting with the auditor during the audit, and navigating post-audit options.

In our financing practice, the emphasis is on working with the issuer and other parties to choose the best legal structure and produce a sound, quality financing, tailored to meet the issuer's special needs for the project, with due consideration for the timing, marketing and debt service. Our team of attorneys seeks to provide the highest possible level of expertise to its clients in a cost-effective manner. AALRR's bond and special counsel experience includes knowledge and practice in increasingly complex regulatory requirements such as disclosure regulations. This contributes to our ability to provide practical recommendations in addition to legal advice as financings are conducted.

## **OUR TEAM**

Wes Miliband will serve as Lead Counsel on water and environmental-related matters for AALRR's team serving Banning. He will be joined by a primary team made of attorneys Dave Boyer, Lindsay Thorson, and Rachel Cheong, who will be available to lend support as needed. A secondary team of attorneys will be on hand to provide additional support, including Constance Schwindt and Rob Anslow. Mr. Miliband may additionally supplement the team from more than 185 attorneys and specialists in our Firm throughout the state, and in doing so, he will be committed to creating a seamless client service methodology with an eye toward cost-efficiency through unmatched proactive and responsive approach. In the event that the primary contact attorneys are not available, we use our internal communication controls to ensure that our clients are provided the same level of attention and support. If one attorney is unavailable, Banning will have working relationships with any number of other attorneys it may call on for prompt service.

Mr. Miliband and Mr. Boyer, among others, have successfully initiated or defended lawsuits or other disputes involving water resources and environmental matters. More specifically, we have succeeded to establish water rights before the State Water Resources Control Board and judicial forums, as well as litigate and resolve environmentally-sensitive matters regarding fisheries and habitat. Many of these matters are identified in our respective biographies included with this response.

Beyond our capabilities and readiness to serve Banning, all of our proposed attorneys are in good standing with the State Bar of California with no public record of discipline or administrative action. Attorney resumes have been provided in Exhibit A beginning on page 17.

## **COST/PRICE PROPOSAL**

For non-litigation services and services other than those related to SGMA (the Sustainable Groundwater Manager Act), we propose either a retainer approach or an hourly rate approach as set forth below, which based on the billing history with which we are familiar consists primarily of services related to the flume — hence, “Retainer Approach for Flume Services” below.

For SGMA services and any litigation services (including potential litigation involving the flume or SGMA), we propose hourly rates as set forth below. We do so for SGMA based on the billing history and our understanding that an hourly approach works well and fairly for Banning and the Firm. We propose an hourly approach for litigation services based on not knowing when, and if, litigation will occur, and if so, the scope, complexity or likely extent of any such litigation.

### **Retainer Approach for Flume Services**

\$6,000 per month

### **Hourly Approach for Flume Services and SGMA**

Hourly Rates - billed one-tenth (.10) of an hour	
1 & 2. Partners and Of Counsel (Rate based on experience)	\$345-\$365
3. Associates (Rate based on experience)	\$245-\$295
4. Paralegals (Rate based on experience)	\$195
5. Law Clerks	\$175

### **Hourly Approach for Litigation Services**

Hourly Rates - billed one-tenth (.10) of an hour	
1 & 2. Partners and Of Counsel (Rate based on experience)	\$365-\$395
3. Associates (Rate based on experience)	\$265-\$315

4. Paralegals (Rate based on experience)	\$195
5. Law Clerks	\$175

**Accounting and Billing Services.** We send bills to our clients usually by the 15th of the month following the month in which the services were rendered, and expect payment within 30-60 days of receipt of the bill. Our bills include descriptions of the services provided, including the attorney or paralegal who provided such service, and are broken down by matter numbers which provide the client information relating to the professional expenses incurred in particular subject areas or pre-litigation or litigation matters. Expense items are clearly identified.

At the request of Banning, the firm provides a budget for legal fees and costs for each matter. Budgets include a summary of our projected approach and strategy based on available information at the beginning of an engagement. We then estimate the time necessary for various tasks, such as interviewing Banning staff, preparing responsive pleadings, initiating discovery such as interrogatories and requests for admissions, taking and defending depositions, preparing motions for summary judgment, preparing witnesses for trial, and conducting trial. As cases develop, new and initially unforeseeable issues of fact or law may arise. Through constant communication with the client, we affirmatively manage these challenges in a cost efficient matter. We always strive to bring about a successful conclusion to litigation, whether by trial or settlement, at or below budget.

## EXHIBIT A: ATTORNEY RESUMES



**Wesley A. Miliband**  
Partner  
949-232-9731  
wes.miliband@aalrr.com

Wes Miliband is a water resources lawyer driven by passion for the subject matter with a proven track record of success and creativity on behalf of private and public interests throughout California. Clients often seek Mr. Miliband's input about legislative and policy matters, in addition to his legal and regulatory expertise. Mr. Miliband focuses on securing and protecting water rights and water supplies including assistance with water transfers as well as the infrastructure necessary to treat, store and deliver water. His practice lends itself to related environmental issues involving water quality impacts to surface water and groundwater supplies, regulatory permitting, and environmental compliance with federal and state requirements. With unique cross training as advisory, transactional and trial counsel, and having represented individuals and public and private entities, Mr. Miliband provides clients with highly-sophisticated strategic approaches for effectively resolving challenging circumstances and disputes that result in environmental litigation.

Prior to joining AALRR, Wes led the California water practice for a national law firm. Wes started his legal career as a Deputy District Attorney in Orange County, where he prosecuted twenty jury trials and several more before the court. As a law student, he clerked for Judge Gerald G. Johnston of the Orange County Superior Court. Prior to law school, Wes was on staff for a Member of Congress.

Wes enjoys various outdoor activities involving the ocean, lakes, rivers, and mountains, allowing enhanced appreciation of the environment and natural resources.

### OFFICES

2485 Natomas Park Drive  
Suite 240  
Sacramento, CA 95833

4275 Executive Square  
Suite 700  
La Jolla, CA 92037

### INDUSTRIES

Construction  
Environmental  
Manufacturing  
Public Entities  
Real Estate

### EDUCATION

B.A. University of California,  
Riverside  
M.A. Rutgers University (Fellow of  
the Eagleton Institute of Politics)  
J.D., Chapman University, Dale E.  
Fowler School of Law

### ADMISSIONS

2005, California  
U.S. District Court, Central District  
of California

### PRACTICE AREAS

CEQA

[www.aalrr.com](http://www.aalrr.com)

## Wesley A. Miliband

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### Honors & Recognitions

- Listed among *Rising Stars* (Environmental), *Northem California Super Lawyers*®, 2016-2017
- Listed among *Rising Stars* (Environmental), *Southern California Super Lawyers*®, 2013-2015

Environmental  
Propositions 218 & 26  
Sustainable Groundwater  
Management Act  
Water Law  
Water Rights

### Representative Matters

#### Water Rights and Water Resources

- Special Counsel to the City of Sacramento for water-related matters.
- Lead counsel defending the Sacramento Central Groundwater Authority in the first lawsuit filed under California's Sustainable Groundwater Management Act (SGMA).
- Lead counsel assisting a municipality to protect its pre-1914 appropriative right and 19th century right-of-way in surrender proceedings pending before the Federal Energy Regulatory Commission and to obtain a Special Use Permit from the United States Forest Service.
- Lead counsel for an agricultural entity in a CEQA writ proceeding and subsequent appeal involving issuance of a groundwater well permit being a "ministerial" or "discretionary" action by the issuing public agency.
- Lead trial and litigation counsel on several matters involving water rights and water supply issues including service as lead trial counsel through several phases of trial for a public water supplier with unique factual and legal issues in California's largest groundwater adjudication commonly referred to as the Antelope Valley Groundwater Cases.
- Lead counsel in acquiring and protecting water rights and water systems and effectuating transfers of groundwater and surface water rights and water supplies, both in transactional matters and contested matters pending in state courts and administrative forums including the State Water Resources Control Board.
- Negotiating and enforcing water supply agreements including with "physical solutions" to better ensure long-term reliability through groundwater basin management.
- Advising public and private stakeholders on compliance with and strategies related to implementation of SGMA, including formation of

## Wesley A. Miliband

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Groundwater Sustainability Agencies (GSAs), Groundwater Sustainability Plans (GSPs) and Alternatives to GSPs.

- Special Counsel to private landowners and entities including energy and mining companies, agribusiness and vineyards, land developers, cemeteries and mutual water companies seeking to preserve and enhance water rights and long-term water supplies, including recycled water supplies.
- Defended successfully as lead counsel a municipality to protect its pre-1914 appropriative right and its superiority to a water right claim arising from an artificial, concrete-lined water conveyance system.
- Assisted a water district to manage local groundwater supplies on behalf of landowners, most of whom produce groundwater for irrigation uses and are riparian and pre-1914 appropriative water rights holders.
- Represented a municipality in the determination of overlying rights and protection of appropriative rights while also defending against a "takings" or inverse condemnation claim.
- Represented a private mortuary in California Court of Appeal and Supreme Court proceedings regarding groundwater storage rights, with Petition for Review granted and later dismissed.
- General Counsel (former) to a municipal water district that reserves latent powers while actively protecting and managing surface water and groundwater rights and quality for the district's residents and agricultural growers, including implementation of an AB 3030 groundwater management plan.

### Water Quality and Natural Habitat

- Assists regional efforts with regulatory approvals for implementing river flow management measures designed to preserve and enhance fishery habitats.
- Lead counsel for one of the nation's largest food producers including assistance to defend against Regional Board enforcement actions seeking a cease-and-desist order and administrative civil liability for alleged violations of Waste Discharge Requirements (WDRs).
- Lead counsel for private clients engaging in voluntary clean-up and remediation efforts involving federal, state and local regulatory agencies.
- Advisor to public and private clients regarding National Pollutant Discharge Elimination System (NPDES) permits.
- Former pro bono counsel to a southern California wetlands conservancy.
- Represented a municipality in the adjudication of surface water and groundwater supplies in which significant water quality contamination from perchlorate and VOCs dictate water supply use and long-term water resources management.
- Represented the League of California Cities as *amicus* party in a challenge by various Los Angeles County cities against the State Water Resources Control Board involving Basin Plan standards for stormwater quality control and related water quality standards.
- Represented several Los Angeles County cities in a challenge against the Regional Water Quality Control Board and State Water Resources Control Board regarding numeric limit standards for water quality standards (TMDLs) arising from NPDES permits.

## Wesley A. Miliband

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### Water Infrastructure and Finance

- Advising and negotiating agreements for sale or acquisition of recycled water supplies and related infrastructure.
- Advising on and advocating for grant awards from the California Department of Water Resources for water supply projects.
- Advising on legal and regulatory requirements for rate setting under Proposition 218 for public agencies and the California Public Utilities Commission for investor-owned utilities.
- Represented municipalities in transactional matters for repairs and construction of water conveyance systems, including drafting of operation and maintenance agreements.
- Represented a municipal water district in contested administrative proceedings before San Diego LAFCO regarding detachment/deannexation fees for groundwater management under the Cortese-Knox-Hertzberg Act.
- Assisted a municipal water district by drafting special legislation for a water availability charge compliant with Proposition 218, obtaining sponsorship for the bill, and guiding the client through the legislative process for the bill to become law.
- General Counsel (former) to a county water district serving approximately 25,000 people, often involving infrastructure projects and adept knowledge of California's transparency rules known as the California Public Records Act, the Brown Act, and the Political Reform Act.

### Firm News

Wes Miliband contributes feature article to *Western Water Law & Policy Reporter*  
06.06.2018

AALRR Speakers Announced for June  
06.01.2018

AALRR Welcomes Partner Wesley Miliband  
05.25.2018

### Events & Speaking Engagements

- Presenter, "Update on the Sustainable Groundwater Management Act," Association of Environmental Professionals, Nov. 2017
- Presenter, "Recent SGMA Developments: What's Next to Keep the Wells from Running Dry?," Sacramento County Bar Association, Environmental Law Section, Sept. 2017
- Presenter, Sustainable Groundwater Management Act - Part 3: Navigating Upcoming Deadlines for Statewide Formation of GSAs and GSPs, Stoel Rives webinar, March 2017

## Wesley A. Miliband

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- Presenter, "Climate Change Impacts to Groundwater – Especially as They Relate to SGMA," Annual ACWA/ACWT – California Groundwater Conference, Feb. 2017
- Presenter, "Securing Adequate Water Supplies for Your Project," North State BIA Forward Planning Seminar, Sacramento, California, Feb. 2017
- "Regulating Groundwater in California: How the Landscape Is Changing with SGMA," *Environmental Law News*, Fall 2016
- Presenter, "Developing a Central Valley Water Supply – Challenges and Developments," CLE International – 24th Annual California Water Law Conference, New Regulations: The Legal vs. The Practical, Nov. 15, 2016
- Co-Presenter, "How California's New Groundwater Management Rules Might Impact Your Business," Sacramento Petroleum Association Lunch Meeting, Aug. 17, 2016
- Presenter, "The Future of Agriculture in a Changing World with Less Water and More Regulations, Toward Sustainable Groundwater in Agriculture: Second International Conference Linking Science and Policy, San Francisco, CA, June 30, 2016
- Presenter, "What Do All These New DWR Regulations Mean?" Argent Communication's 31st California Water Law & Policy Conference, San Francisco, CA, June 14, 2016
- Presenter, "Creating New Water Supplies to Exceed Tomorrow's Water Demands," Bloomberg BNA Webinar, May 19, 2016
- Co-Presenter, "Why California's New Groundwater Management Law is a Game Changer for Mine Operators," Steel River Mining Law Webinar, April 26, 2016
- Co-Presenter, "SGMA and an Adaptive Groundwater Management Case Study," Association of Environmental Professionals Conference, San Diego, CA, April 4, 2016
- Presenter, "Tapping 'New' Water: How Recycled Water Can Help Quench the State's Thirst," 26th Annual International Conference on Soil, Water, Energy, & Air, San Diego, CA, March 22, 2016
- Presenter, "Overcoming Legal and Regulatory Hurdles for Maximizing Water Resources with Reuse Projects," WaterReuse California Annual Conference, Santa Rosa, CA, March 13, 2016
- Presenter, "What New Regulations to Modify Basin Boundaries Mean for You & Update on Statewide GSA Formation," Steel River Water Law Webinar, Feb. 10, 2016
- Panelist, "Water-Energy Nexus and the New Normal," California Water Law Symposium, Sacramento, CA, Jan. 23, 2016
- "Navigating Rough Waters—Challenges in California to Securing and Maintaining Long-Term Supplies," *ABA SEER Water Resources Committee Newsletter*, Jan. 2016
- Presenter, "Success Stories in Water Infrastructure Finance," Symposium on Water & Long-Term Value, San Francisco, CA, Dec. 14, 2015
- "Regulating Groundwater in California: Will Groundwater Sustainability Agencies Change the Landscape?" *Environmental Law Reporter*, Dec. 2015
- Moderator, Southern California David Keith Todd Lectorial Session, Groundwater Resources Association Annual Meeting, Sacramento, California, Oct. 2015

## Wesley A. Miliband

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- Presenter, "Maintaining Water Supplies During the Ebbs and Flows of California Water," West LegalEdcenter Webinar, Sept. 23, 2015
- Presenter, "How Changes to Basin Boundaries Intersect with GSA Formation," Stool Rives Water Law Webinar, Aug. 25, 2015
- Co-Presenter, "Surface Water Diversions Under F&G Cocio Section 1602 – The Landscape has Changed," Stool Rives Water Law Webinar, July 28, 2015
- Presenter, ACWA Regulatory Summit, Lake Tahoe, California, Aug. 2014
- Presenter, WaterReuse Research Foundation's Annual Conference, Phoenix, Arizona, May 2013

Western Groundwater Congress 2018  
DoubleTree by Hilton Sacramento, 09.27.2018

### Publications

- Regular contributor to blogs, with journalists and reporters from various legal and industry publications nationwide seeking insight from Wes on California's hottest water topics
- Contributing author of American Bar Association's Environmental Law treatise, Fall 2017 re U.S.-Mexico water relations on the Colorado River and U.S. Bureau of Reclamation projects
- "Local Water Traversing Forest Service Lands: What's Mine is not Yours!" *Western Water Law & Policy Reporter*, Oct. 2017
- "Agricultural Water Users Weathering California's Regulatory Storms" *Western FarmPress*, November 22, 2016
- "BBNA Insights: Surface Water Regulation in California—New and Improved, or Just New?" *Bloomberg BNA Water Law & Policy Monitor*, March 3, 2016
- "Aquifer Protection Act – Slowing the Flow from California Aquifers," *Brown and Caldwell's WaterNews*, March 3, 2016
- "Regulating Groundwater in California: Will the Landscape Change with GSA Formation," *Environmental Law News*, Fall 2015
- "Water Challenges, Public and Private," *The Daily Journal*, Oct. 12, 2015

### Community & Professional

- American Bar Association, Environment, Energy and Resources Section, Member of Water Resources Committee
- Association of California Water Agencies, Legal Affairs Committee Member
- Groundwater Resources Association of California, Member and Co-Chair of Education Committee
- State Bar of California, Litigation and Environmental Law Sections, Member

## Wesley A. Miliband

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- California League of Food Producers, Water Resources Committee, Member
- *Western Water Law and Policy Reporter*, Editorial Board and Monthly Article Contributor
- Supporter of military and veteran organizations and fundraising events
- Mentor and student resource, Chapman University Fowler School of Law, UC Davis School of Law and McGeorge School of Law

## David D. Boyer

Partner  
562-653-3200  
dboyer@aalrr.com



David Boyer has more than 20 years of success as litigation counsel for government agencies throughout California. Mr. Boyer has litigated civil actions involving water rights and supply, state water contracts, environmental and natural resources, public construction, public agency, eminent domain and inverse condemnation, land use, insurance coverage, and employment law. He has been successful in representing public and private clients before federal and state regulatory and administrative tribunals on a variety of water and environmental matters. Mr. Boyer has also advised wholesale and retail water agencies on governance issues that involve due process hearings, conflicts of interest, and transparency in government.

Mr. Boyer has significant experience handling claims involving the federal Clean Water Act (CWA) and California Porter-Cologne Water Quality Control Act (Porter-Cologne), CEQA, NEPA, Urban Water Management Planning Act (UWMPA), CERCLA, RCRA, and the federal and California Endangered Species Acts (ESA & CESA).

### Honors & Recognitions

- AV<sup>®</sup> Peer Rating from Martindale-Hubbell
- Rated Top Lawyers of 2014 by Martindale-Hubbell
- Rated Top Lawyers of Southern California by the *Los Angeles Times*
- Listed in "Who's Who in American Law"

### OFFICE

12800 Centor Court Drive  
Suite 300  
Cerritos, CA 90703

### INDUSTRIES

Construction  
Environmental  
Financial Services  
Public Entities  
Real Estate

### EDUCATION

J.D., University of Alabama School  
of Law  
B.S., Bowling Green State  
University

### ADMISSIONS

1985, Alabama  
1989, California  
U.S. Court of Appeals, Eleventh  
Circuit  
U.S. Court of Appeals, Ninth Circuit  
U.S. District Courts, Central,  
Eastern, and Southern Districts of  
California  
U.S. District Court, Middle District  
of Alabama

## David D. Boyer

### Representative Matters

#### General Environmental

- **Brewster v. City of Yorba Linda (OCSC Case No. 00 CC01745):** Represented adjacent property owner in CEQA challenge to a redevelopment project and the negative declaration for the project. Elsinore
- **Water District v. Elsinore Valley Municipal Water District (RCSC Case No. RIC 325436):** Represented petitioner in CEQA challenge to EVMWD's approval of drilling the Joy and Machado Street wells.
- **National Environmental Waste Corporation v. City of Riverside (RCSC Case No. RIC 355200):** Represented major trash hauler as real party in interest in CEQA challenge to City's negative declaration concerning its adoption of two waste collection contracts.

#### CERCLA, RCRA, Hazardous Waste and Site Remediation

- **Macklanburg-Duncan v. Alexander (USDC Central District Case No. 93-CV-07723-RAP):** Represented potentially responsible party ("PRP") in Puente Valley Operable Unit of the San Gabriel Valley Superfund Site in cost recovery action under CERCLA against prior property owners.
- **Meijer v. Hogg Bros. Transportation, et al. (SBCSC Case No. RVC 25666):** Defended one of three major trash haulers in environmental challenge and site remediation consolidated actions concerning the alleged contamination of over 100 acres in San Bernardino County.
- **PNL KWP, LLC, v. Waste Recovery & Recycling, Inc. (OCSC Case No. 02 CC05283):** Defended one of three commercial waste material recovery facilities ("MRFs") in action seeking recovery of costs for site remediation of farmland.
- **Crossley v. Donahue (OCSC Case No. 02 CC00085):** Defended prior property owner in cost recovery action for remediation of tetrachloroethene from soil and groundwater.

#### Public Finance, Fees and Services

- **Crow Winthrop Development Limited Partnership v. Orange County Sanitation District: (OCSC Case No. 00 CC02012):** Represented developer in challenge to sewage connection fee

### PRACTICE AREAS

CEQA  
Environmental  
Environmental, Land Use & Zoning  
Facilities, Construction, Real Estate & Business  
Litigation  
Propositions 218 & 26  
Real Estate  
Real Property  
Water Law  
Water Rights

## David D. Boyer

- assessment in excess of \$1 million by county sanitation district.
- **City of Corona v. Western Municipal Water District of Riverside County, et al. (RCSC Case No. 339247)**: Represented City of Corona in action filed against state water contractor, regional wastewater authority, and several municipalities and special districts challenging transfer of capacity rights in regional sewer line valued in excess of \$20 million and assessed fees and costs.
- **Klajic v. Castaic Lake Water Agency (LASC Case No. BS 058871)**: Defended Castaic Lake Water Agency in challenge to Agency's acquisition of the Santa Clarita Water Company and to its ability to provide retail water services within the former service area of the Water Company.
- **Plambeck v. Stone & Youngberg (LASC Case No. BC 249168)**: Defended Castaic Lake Water Agency in "reverse validation" action challenging Agency's issuance of certificates of participation ("COPs") of \$75 million to refinance its acquisition of the Santa Clarita Water Company.

### Water Supply

- **In re Bay-Delta Programmatic EIR Coordinated Proceedings (Judicial Council Coordinated Proceedings Case No. 4152)**: Represented Municipal Water District of Orange County ("MWDOC") in statewide litigation involving environmental challenges of the CalFed Sacramento Bay-Delta Program Action; coordinated and consolidated with challenges brought by the California Farm Bureau Federation and by the Regional Council of Rural Counties.
- **Planning and Conservation League v. California Department of Water Resources (SCSC Case No. 95 CS03216)**: Defended state water contractor as real party in interest in challenge to Monterey Amendment to the SWP water supply contracts and EIR.
- **California Water Network v. Castaic Lake Water Agency (VCSC Case No. CIV 215327) and Friends of the Santa Clara River v. California Department of Water Resources (SCSC Case No. 03-CS 00258)**: Defended Castaic Lake Water Agency in multi-jurisdictional environmental challenges to its 2002 Groundwater Storage Project involving the Semitropic Groundwater Storage Program. Challenges involved causes of action for "reverse validation," and for violations of CEQA, NEPA, Public Trust Doctrine, and UWMMPA.
- **Cherry Valley Pass Acres and Neighbors v. City of Beaumont (RCSC Case No. 406984)**: Defended State Water Contractor in CEQA challenge to its Water Supply Agreement with City of Beaumont for proposed Noble Creek Development.
- **Friends of the Santa Clara River v. Castaic Lake Water Agency (LASC Case No. BS 05594) and Planning and Conservation League v. Castaic Lake Water Agency (LASC Case No. BS 098724)**: Defended Castaic Lake Water Agency in multiple challenges to its EIR and revised EIR for the Agency's Supplement Water Project involving the transfer of 41,000 AFY of Kern County Water Agency's SWP Table A amount. The litigation involved the adjudication of various complicated legal issues, including privity between petitioners in environmental actions, virtual representation, retraxit, res judicata and collateral estoppel, and mandatory tiering under CEQA.

## David D. Boyer

### Water and Land Use Planning

- **City of Huntington Beach v. Orange County Water District (OCSC Case No. 815921) and City of Fountain Valley v. Orange County Water District (OCSC Case No. 818852)**: Defended Yorba Linda Water District in environmental action challenging the adoption of master basin plan by Orange County Water District and the annexation of portions of Yorba Linda Water District into Orange County Water District.
- **County of Ventura v. Castaic Lake Water Agency (KCSC Case No. CIV 245365-NFT)**: Defended Castaic Lake Water Agency in consolidated action involving challenges to its 2000 UWMP. First challenge brought under UWMPA and first action to raise issues under SB 221 and SB 610.
- **California Water Impact Network v. Castaic Lake Water Agency (LASC Case No. BS 103295)**: Defended Castaic Lake Water Agency in challenge to its 2005 UWMP. One of the first environmental actions in California raising issues of climate change.
- **California Water Impact Network v. Castaic Lake Water Agency (LASC Case No. BS 106546)**: Defended Castaic Lake Water Agency in CEQA challenge of its 2006 Water Acquisition Project involving the Buena Vista Water Storage District and Rosedale-Rio Bravo Water Storage District Water Banking and Recovery Program. Action challenged Agency's ability to engage in water planning in advance of amendment to applicable general plan.
- **Rainbow Municipal Water District v. San Luis Rey Municipal Water District (SDCSC Case No. 37-2007-00056188-CU-WM-NC), Pala Band of Mission Indians v. San Luis Rey Municipal Water District (SDCSC Case No. 37-2007-00056188-CU-WM-NC), Endangered Habitats League, Inc. v. San Luis Rey Municipal Water District (SDCSC Case No. 37-2007-00056214-CU-WM-NC)**: Represented real party in interest developer in multiple CEQA challenges to approval and adoption by SLR MWD of its Modified Master Plan and related environmental documents.

### Water Rights

- **City of Barstow v. Mojave Water Agency (RCSC Case No. 208568)**: Represented City of Barstow and Southern California Water Company in action adjudicating water rights for the entire Mojave River Basin.
- **Chino Basin Municipal Water District v. City of Chino (SBCSC Case No. RCV 51010)**: Represented Monte Vista Water District in various post-adjudication issues, including proceedings to replace the watermaster and to impose a water management plan in the Chino Basin.
- **Southern California Water Co. v. City of La Verne, et al. (LASC Case No. KC 029152)**: Represented the City of La Verne in adjudication and physical solution for six groundwater basins in the Pomona, La Verne, Upland and Claremont areas. The parties successfully negotiated a settlement of their water rights dispute involving a physical solution and stipulated judgment.

### Eminent Domain and Inverse Condemnation

- **Metropolitan Water District of Southern California v. San Bernardino Valley Water Conservation District (VCSC Case No. CIV 190813) and Metropolitan Water District of Southern California v. Sunwest (VCSC Case No. CIV 190813)**: Represented MWD in eminent domain actions against various public and

## David D. Boyer

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private entities holding interest in four large parcels of property located in San Bernardino County needed for MWD's Inland Feeder Project.

- **Groo v. California Department of Transportation (OCSC Case No. 794618):** Represented property owners in two-week jury trial against Caltrans, City of Laguna Beach and County of Orange for inverse condemnation, trespass, nuisance and negligent maintenance of dangerous condition resulting from an inadequately designed sewer and drainage system.
- **Dynasty Suites v. California Department of Transportation (RCSC Case No. RIC368368):** Represented hotel chain in trial involving claims for writ of mandate, inverse condemnation and trespass based upon Caltrans' failure to construct a sound wall between hotel and Route 91 Freeway.

### Commercial and Employment

- **Hastie v. American Agri-Corp (USDC Central District Consolidated Case No. 92-CV-02392-DT):** Defended corporation and officers in second largest multi-jurisdictional class action ever filed under Section 78m(a) of the Securities and Exchange Act. Two-month jury trial involved adjudication of various complicated legal issues, including determination of the applicable statute of repose, interpretation of various provisions of the 1985 Internal Revenue Code, and application of the Erie Doctrine.
- **Lieberman v. Jefferies Technologies, Inc. (LASC Case No. BC 135512):** Defended employer in action by employee for breach of express and implied employment contract, physical disability discrimination, retaliatory discharge, violation of the Family Care and Medical Leave Act, intentional infliction of emotional distress, and slander.
- **Chancellor Records v. Damark International, Inc. (USDC Central District Case No. 93-CV-07306):** Defended corporation in copyright infringement action by the owners of various popular 1950's and 1960's sound recordings.
- **Ultimate Data Systems v. Progressive Systems, Inc. (USDC Central District Case No. 94-CV-03135-RG):** Defended multivalued developer and systems distributor in copyright infringement action brought by competitor claiming ownership of product source code.
- **Mast v. Diamond Coast Federal, Inc. (USDC Central District Case No. 96-CV-06366):** Represented director and shareholder of parent corporation in derivative action against parent corporation and subsidiary corporations.
- **Lee v. Farm Mutual Water Company (RCSC Case No. RIC 327292):** Defended employer in action by employee for termination of employment in violation of public policy ("whistleblower") and for defamation.
- **Chomicz v. ANVA, Inc. (OCSC Case No. 00CC13817):** Defended employer in action by employee for termination of employment in violation of public policy, defamation, and violation of Section 201 of the Labor Code.
- **Cornerstone Development Group v. Greco (OCSC Case No. 02CC12619):** Defended property owner in action seeking specific performance of purchase agreement brought by commercial developer.

## David D. Boyer

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### Reported Cases

- **Water Replenishment Dist. of Southern California v. City of Corritos** (2012) 202 Cal. App. 4th 1083 [135 Cal. Rptr. 3d 895]
- **Planning & Conservation League v. Castaic Lake Water Agency** (2009) 180 Cal.App.4th 210 [103 Cal.Rptr.3d 124]
- **Friends of the Santa Clara River v. Castaic Lake Water Agency** (2004) 123 Cal.App.4th 1 [19 Cal.Rptr.3d 625]
- **Klajic v. Castaic Lake Water Agency** (2004) 121 Cal.App.4th 5 [16 Cal.Rptr.3d 746]
- **City of Barstow v. Mojave Water Agency** (2000) 23 Cal.4th 1224 [99 Cal.Rptr.2d 294]
- **Planning & Conservation League v. Department of Water Resources** (1998) 17 Cal.4th 264 [70 Cal.Rptr.2d 635]

### Firm News

AALRR Announces New Equity and Non-Equity Partners  
01.09.2018

Attending CSDA's Annual Conference? AALRR is Presenting!  
09.14.2017

AALRR Attorneys to Present at Major Conferences and Workshops This Summer  
07.06.2017

### Alerts & Articles

The Deadline for Establishing Groundwater Sustainability Agencies Is June 30, 2017  
02.10.2017

MIDYEAR 2016 CEQA UPDATE  
09.07.2016

Prop 65 Warnings: More BPA Regulations, More Headaches  
07.21.2016

State Water Resources Control Board Modifies Water Conservation Requirements  
06.22.2016

AB 52 and Tribal Cultural Resources in CEQA  
05.12.2016

## David D. Boyer

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California Moves Closer to Eliminating Automobile Delay as a Significant CEQA Impact  
02.22.2016

### Publications

Mr. Boyer is a contributor to the firm's publications and blogs.

### Community & Professional

- American Bar Association, Member
- American Water Works Association, Member
- California Association of Local Agency Formation Commission (CALAFCO), Member
- California Stormwater Quality Association, Member
- Los Angeles & Orange County Bar Associations, Member
- Mandatory Fee Arbitration Committee-OCBA, Member
- Orange County Water Association, Member
- Water Advisory Committee of Orange County (WACO), Member
- WaterReuse Association, Member

## Lindsay A. Thorson

Senior Counsel  
562-653-3200  
lthorson@aalrr.com



Lindsay Thorson represents school districts, community college districts, county offices of education, and other public entities for transactional matters. She specializes in technology licensing and negotiation of software agreements, real property acquisition and disposition of surplus property, Proposition 39 charter school facilities requests, Civic Center Act policies, cell tower agreements, joint-use agreements, licenses, easements, and developer fees.

### Events & Speaking Engagements

Ms. Thorson has given presentations on the practical and legal aspects of technology licensing and negotiation of software agreements; the use, development and disposition of school district property; and how to address Proposition 39 requests from charter schools. She has spoken before numerous school boards, county offices of education, and organizations, including the Coalition for Adequate School Housing, California Association of School Business Officials, Chief Information Systems Officers Association, and the Western Association of College and University Business Officers, as well as at the firm's annual Education Law Conference and Education Law Technology Symposium.

### Alerts & Articles

Court of Appeal Affirms That a County Office of Education Cannot Seek an Exemption From Local Zoning Ordinances Under Government Code Section 53094  
01.24.2017

### OFFICE

12800 Center Court Drive  
Suite 300  
Cerritos, CA 90703

### INDUSTRIES

Construction  
Educational Agencies  
Environmental  
Real Estate  
Technology

### EDUCATION

J.D., University of Notre Dame Law School  
B.A., Pitzer College

### ADMISSIONS

2004, California

### PRACTICE AREAS

CEQA  
Charter Schools  
Construction School Facilities  
Environmental  
Environmental, Land Use & Zoning  
Facilities, Construction, Real Estate & Business

## Lindsay A. Thorson

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UPDATE: Geographic Restrictions Apply to Nonclassroom-Based Charters  
01.19.2017

Geographic Restrictions Apply to Nonclassroom-Based Charters  
10.19.2016

SB693 Consolidates and Clarifies the "Skilled and Trained Workforce" Requirements for Specific Public Works Projects  
09.29.2016

MIDYEAR 2016 CEQA UPDATE  
09.07.2016

State Allocation Board Authorizes the Imposition of Level III Developer Fees  
05.26.2016

State Allocation Board Increases Level I School Fees  
02.25.2016

Mergers & Acquisitions  
Real Estate  
Real Property  
Water Law

### Publications

Ms. Thorson has drafted client Alerts on topics such as the adoption and assessment of developer fees, determining Civic Center Act direct costs, the use of surplus property proceeds, accessibility disclosures in lease agreements, the use of norming ratios in determining facilities offered to charter schools under Proposition 39, protecting data in the cloud, CEQA categorical exemptions, and bond oversight committee requirements.

### Blog Posts

Court Denies CBIA's Request for Preliminary Injunction Aimed at Stalling Imposition of Level III Developer Fees  
*EdLawConnect Blog*, 08.24.2016

Temporary Restraining Order Issued On State Allocation Board Finding That No State Funds Are Available For New Construction Projects For Level III Developer Fees  
*EdLawConnect Blog*, 05.27.2016

## Lindsay A. Thorson

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What to Look for in a Cyber Insurance Policy  
*EdLawConnect Blog*, 10.09.2015

Student Data May Become an Asset in Bankruptcy Proceedings  
*EdLawConnect Blog*, 01.05.2015

Senate Bill 1016 Places Charter Schools First in Priority for Notification and Acquisition of Certain Surplus Real Property  
*EdLawConnect Blog*, 08.15.2012

Sound Asset Management and Planning in Tough Financial Times  
*EdLawConnect Blog*, 04.30.2012

### Community & Professional

- Claremont Alumni Network, Member
- Notre Dame Club of Los Angeles, Member

## Rachel S. Cheong

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Rachel Cheong represents both private and public entities in a wide variety of property and facilities matters. Her experience includes drafting leases and contracts for sales and acquisition of governmental properties. Ms. Cheong is also experienced with preliminary trial work including motion practice, brief drafting, and initial discovery.

In law school, Ms. Cheong was the Chief Articles and Symposia Editor for the *Loyola of Los Angeles Entertainment Law Review*, and was designated a Loyola Scholar. She served as a judicial extern to the Honorable Julia W. Brand, during which time she conducted legal analyses for the preparation of bench memoranda. Ms. Cheong also worked at the CA Department of Justice, Antitrust Division and assisted with preliminary merger investigations involving complex antitrust issues.

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### INDUSTRIES

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J.D., Loyola Law School  
B.A., University of California, San Diego

### ADMISSIONS

2013, California

### PRACTICE AREAS

Agreements & Front End Documents  
Construction Claims & Litigation  
Environmental, Land Use & Zoning  
Facilities, Construction, Real Estate & Business  
Real Estate  
Water Law

## Constance J. Schwindt

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Constance Schwindt represents private entities in a wide range of real estate matters including real property acquisitions and sales, leases, subleases, ground leases, licenses and easements as well as environmental and land use issues. She has significant experience negotiating complex commercial and industrial leases as well as transactions involving contaminated real property.

Ms. Schwindt also advises school districts, community colleges, county offices of education, and special districts in the areas of school facilities, land use and management, public works, and real property law. She specializes in transactional matters for public entities, including property acquisition, disposition of surplus property, leases, joint-use agreements, licenses, easements, assessment of school facilities fees, school fee mitigation agreements, and Civic Center Act matters.

### Firm News

Keeping Mary Tone Open Possible  
*Mountain News*, 03.15.2012

### Alerts & Articles

State Allocation Board Authorizes the Imposition of Level III Developer Fees  
05.26.2016

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### ADMISSIONS

2001 California  
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Construction—School Facilities  
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## Robert E. Anslow

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Robert Anslow, a nationally recognized bond counsel, provides general counsel services to various public entities, specializing in the areas of public works, construction, inter-agency agreements, real property, regulatory and environmental compliance, and developer fees and charges.

Mr. Anslow has actively participated, as principal bond counsel, in the issuance of numerous tax-exempt financings for public agency clients, school district clients, and others, including general obligation bonds, lease-revenue transactions, certificates of participation, Mello-Roos issues, Marks-Roos pooled financings, and special tax bonds and notes.

In addition, Mr. Anslow has extensive experience serving as general counsel for various water districts, including advising on public financing of water, reclaimed water, and sewer facilities and related infrastructure.

Mr. Anslow has appeared before numerous courts, arbitration panels, regulatory agencies, and public agency boards. This includes litigation work in all of the principal Southern California Superior Courts, Federal District Court of Southern California and Federal Bankruptcy Court. He has participated in arbitration sessions on behalf of public agency clients, mediation hearings and similar areas of settlement negotiation for disputes and civil actions. Mr. Anslow has also appeared in front of a number of public agency bodies, including committees of the California Legislature, regulatory agencies, the Local Agency Formation Commissions of Orange, San Diego and Riverside Counties, County Boards of Education, and the governing bodies for numerous public agencies.

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### PRACTICE AREAS

Bond Counsel  
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Facilities, Construction, Real  
Estate & Business  
Propositions 218 & 26  
Real Property  
Water Law  
Water Rights

## Robert E. Anslow

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### Events & Speaking Engagements

Mr. Anslow has appeared as part of various agency and organization presentations on the subjects of public finance, environmental compliance, water rates and charges (including Proposition 218 matters), the Brown Act, and the Mello-Roos Act.

### Publications

Mr. Anslow has authored numerous publications on a number of topics relevant to his practice, including public finance, the Brown Act, and the Mello-Roos Act.

### Community & Professional

- National Association of Bond Lawyers, Member
- California Association of Bond Lawyers, Member
- Association of California Water Agencies (ACWA), Member