

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

October 9, 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 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 – Reverend Bill Dunn, St. Stephen’s Episcopal Church
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS, CORRESPONDENCE, PRESENTATIONS, AND APPOINTMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

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

CORRESPONDENCE

Items received under this category may be received and filed or referred to staff for future research or a future agenda.

IV. PRESENTATIONS

1. Proclamation – Code Enforcement 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 12: Items ____, ____, ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the City Council)*

| | | |
|-----|---|------------|
| 1. | Minutes – Special Meeting – 9/25/2018 (Workshop) | 3 |
| 2. | Minutes – Special Meeting – 9/25/2018 (Closed Session)..... | 23 |
| 3. | Minutes – Regular Meeting – 9/25/2018 | 25 |
| 4. | List of Contracts Approved Under the City Manager’s Approval Authority (September 2018)..... | 57 |
| 5. | Police Stats (August 2018) | 61 |
| 6. | Adopt Resolution 2018-121, Establishing a Pre-Approved Grant Writing Services Vendor List for the Remainder of Fiscal Year 2019 through Fiscal Year 2021..... | 65 |
| 7. | Approve Request for Legislative Assistance for the Substitution of Census Tract 438.13 in Place of Census Tract 110..... | 97 |
| 8. | Resolution 2018-132, Approving the Second Amendment to the 2016-2019 Memorandum of Understanding (“MOU”) Between the City of Banning and the Banning Police Officer’s Association (“BPOA”) for the Remainder of the MOU Term | 107 |
| 9. | Resolution 2018-133, Approving an Amendment to the 2017-2019 Memorandum of Understanding (“MOU”) Between the City of Banning and the Banning Police Management Association (BPMA”) for the Remainder of the MOU Term | 117 |
| 10. | Resolution 2018-125, Establishing a Pre-Approved Surveyor Services Vendor Lis for the Remainder of Fiscal Year 2019 through Fiscal Year 2021..... | 127 |
| 11. | Proposed Street Striping at the Intersections of Ramsey Street and Martin Street; and Wilson Street and Florida Street | 159 |
| 12. | Re-Acquire Rights-of-Way Previously Deeded to Vanir Property | 165 |

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

VI. PUBLIC HEARING

| | | |
|----|---|------------|
| 1. | Ordinance 1534, Amending Chapter 13 of the Banning Municipal Code to add Chapter 13.05 | 189 |
| | <i>(Staff Report – Tom Miller, Electric Utility Director)</i> | |

Recommendation: **Ordinance 1534 pass its first reading.**

Mayor asks the City Clerk to read the title of Ordinance 1534

“Ordinance 1534, an Ordinance of the City of Banning, California, Amending Title 13 – Public Services to Include Chapter 13.05 Banning Electric Utility Sections 3.05.010 to Section 13.05.060 of the Banning Municipal Code Creating Administrative Record for the Electric Enterprise.”

Motion: I move to waive further reading of Ordinance 1534
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1534 pass its first reading.

2. Resolution No. 2018-127, Approving a 12 Month Extension of Time for Tentative Parcel Map 34335, Property Generally Located South of Railroad Right of Way, North of Banning Airport, Immediately West of the Eastern City Limit, APN’s 532-110-006, 532-130-001, and 532-130-002 **201**
(Staff Report – Patty Nevins, Community Development Director)

Recommendation: Adopt Resolution 2018-127, approving the time extension for Tentative Parcel Map 34335.

VII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

REPORT BY CITY ATTORNEY

REPORT BY CITY MANAGER

REPORTS OF OFFICERS

1. Resolution 2018-131, Approving an Amendment to the Contract with Romo Planning Group to Expand the Scope of Services **287**
(Staff Report – Rochelle Clayton, Interim City Manager)

Recommendation: Adopt Resolution 2018-131, 1) Approving an amendment to the contract with Romo Planning Group to expand the Scope of Services to include Interim Community Development Director services and an additional Planner for Project Manager services. 2) Authorize the Interim City Manager to execute the Amendment.

2. Resolution 2018-123, Authorizing an Appropriation of Funds for Emergency Mold Remediation at the Banning Police Station in the Amount of \$55,403.21 311

(Staff Report – Art Vela, Public Works Director)

Recommendation: Adopt Resolution 2018-123, authorizing an appropriation of funds for emergency mold remediation at the Banning Police Station and designating the Interim City Manager to make necessary budget adjustments, appropriations and transfers related to the project.

3. Resolution 2018-124, Awarding a Construction Agreement to Allison Mechanical, Inc. for Project No. 2018-05, “City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements” in the amount of \$162,000 and Approving a 10% Contingency for a Total Project Budget of \$178,200 and Rejecting All Other Bids..... 351

(Staff Report – Art Vela, Public Works Director)

Recommendation: Adopt Resolution 2018-124: 1) Approving an award of a Construction Agreement to Allison Mechanical, Inc. of Redlands, CA for Project No. 2018-05, “City Hall HVAC Improvements” in an amount of \$162,000 and a 10% contingency for a total project budget of \$178,200 and rejecting all other bids. 2) Authorizing the Interim City Manager or her designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. 2018-05, City Hall HVAC Improvements within the 10% contingency. 3) Authorizing the Interim City Manager or her designee to execute the Construction Agreement with Allison Mechanical, Inc. for Project No. 2018-05, “City Hall HVAC Improvements”.

4. Resolution 2018-129, Phase 2 – Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) 365

(Staff Report – Tom Miller, Electric Utility Director)

Recommendation: Adopt Resolution 2018-129: 1) Approving the expenditure of funds from the Electric Improvement Fund in the amount not to exceed \$450,000 for network infrastructure equipment, Itron Professional Services, Cloud Services provided by Itron, and annual maintenance support as detailed by Itron BMR#15360-18. 2) Authorizing the City Attorney and the Electric Utility Director to execute the Master Sales Agreement and all related documents between the Banning Electric Utility and Itron, Inc.

RECESS THE REGULAR CITY COUNCIL 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

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

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

- 1. Resolution 2018-17 UA, Approving the Award of a Contract for Survey and Right-of-Way Services to Cozad & Fox, Inc. of Hemet, CA in the Amount of \$39,771 **491**

- Open Consent Items for Public Comments
- Make Motion

II. REPORTS

REPORTS OF OFFICERS

- 1. Resolution 2018-19 UA, Approving an Amendment to the Professional Services Agreement with Aspen Environmental Group in the Amount of \$50,000 for Environmental Services Related to the San Gorgonio Flume. **629**

(Staff Report – Art Vela, Public Works Director)

Recommendation: Adopt Resolution 201-19 UA: 1) Approving an Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA in the amount of \$50,000 for environmental services related to the transfer of the San Gorgonio Flume. 2) Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Amendment to the Professional Services Agreement. 3) Authorizing the City Manager to execute the Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA.

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

BANNING UTILITY AUTHORITY (BUA) – Next Meeting, October 23, 2018, 5:00 p.m.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

VIII. DISCUSSION ITEMS

None

IX. 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

X. ADJOURNMENT

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

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

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

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



PROCLAMATION

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week;

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of citizens of Banning, through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health, and life safety;

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities;

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities;

WHEREAS, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws;

WHEREAS, Code Enforcement Officers often have a highly visible role in the City of Banning and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as code enforcement officers;

WHEREAS, The City of Banning wants to recognize and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community;

NOW, THEREFORE BE IT RESOLVED that *the City Council of the City of Banning* hereby proclaims the second week of October in 2018, and annually thereafter, be known as Code Enforcement Officer Appreciation Week in the City of Banning; and

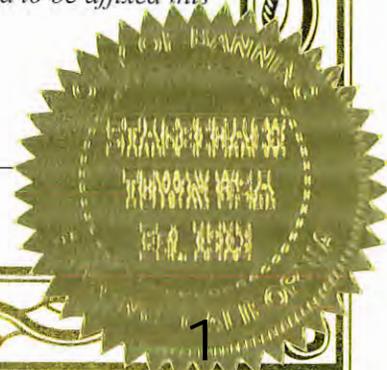
BE IT FURTHER RESOLVED that the City Council calls upon Banning residents to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Banning, California to be affixed this 9th day of October, 2018.

ATTEST:

Sonja De La Fuente, Deputy City Clerk

George Moyer, Mayor



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A special joint meeting of the Banning City Council was called to order by Mayor Moyer on September 25, 2018 at 3:01 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL/BOARD MEMBERS PRESENT: Council Member Peterson
Council Member Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: Council Member Andrade
Council Member Franklin

OTHERS PRESENT: Rochelle Clayton, Interim City Manager
Kevin Ennis, City Attorney
Tom Miller, Electric Utility Director
Art Vela, Public Works Director
Suzanne Cook, Deputy Finance Director
Jason Smith, Electric Operations Manager
Gina Boehm, Customer Service/Utility Billing Manager
Juanita Munoz, Senior Utility Billing Representative
Sonja De La Fuente, Deputy City Clerk

WORKSHOP

1. Electric Rate Design for Residential Rate Class

Electric Utility Director Tom Miller, presented a report and PowerPoint (see Exhibit "A").

There was discussion among the Council and Mr. Miller regarding the current rate structure.

The Mayor opened Public Comment.

Don Smith explained that he understands the benefits, but believes the poorer customer will probably pay a little more.

Jerry Westholder expressed interest in personally studying the information before a decision is made. He would like to know how it will affect the solar customer.

Paul Perkins would like to know how costs will be reduced.

Seeing no further comments, the Mayor closed Public Comment.

Director Miller explained that the low income customer utilizes an average of 700 kilowatt hours per month, there will be no effect on the solar customers, and they are down to the last 500 AMR meters left to install. The new rate structure would include a flat rate discount for low income customers. Additionally, he would like to remove the street light charge.

Council Member Welch asked if a customer submits a document to qualify for a discount. Director Miller confirmed.

Council Member Peterson requested clarification on the senior discount and low income discount. Director Miller explained both would fall under the low income discount.

Director Miller will prepare a Notice of Public Hearing and Ordinance for consideration at the October 9th City Council Meeting.

ADJOURNMENT

By common consent the meeting adjourned at 4:00 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

These Action Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=bwJHszo5M8fH> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

Exhibit “A”

to the September 25, 2018

3:00 P.M. Special City Council Meeting



City Council Workshop

September 25, 2018

Residential Rate Redesign Discussion

Why are we here?



- Redesigning the Residential Rate Structure
- Review the "Boutique" Subsidies
 - Low-income
 - Medical
 - Senior
- Discuss
 - Rates v. Discounts
- Review \$2/customer/month Street Lighting utility charge
- Develop a "game plan"
 - No action to be taken today but to give direction

Residential Rate Redesign



- Proposition 26
 - Electric "Utility Charges"
 - Proportionality (business piece)
 - Cost of Service
 - Financial goals
 - Revenue Requirements
 - Cash basis
 - Functionalizing costs
 - Allocating costs
 - Utility basis
 - Rate of return on rate base
 - Rate Design (art piece)
 - Rates
 - Tariffs

Residential Rate Redesign



- "REVENUE NEUTRAL"
 - We are not impacting:
 - Proportionality
 - Cost of Service
 - Financial goals
 - Revenue Requirements
 - Cash basis
 - Functionalizing costs
 - Allocating costs
 - Utility basis
 - Rate of return on rate base
 - We are NOT raising or lowering the revenue requirements
 - Aka NOT raising or lower rates

Bonbright's Principles (Bonbright, 1961)

Fundamental Rate Making Principles

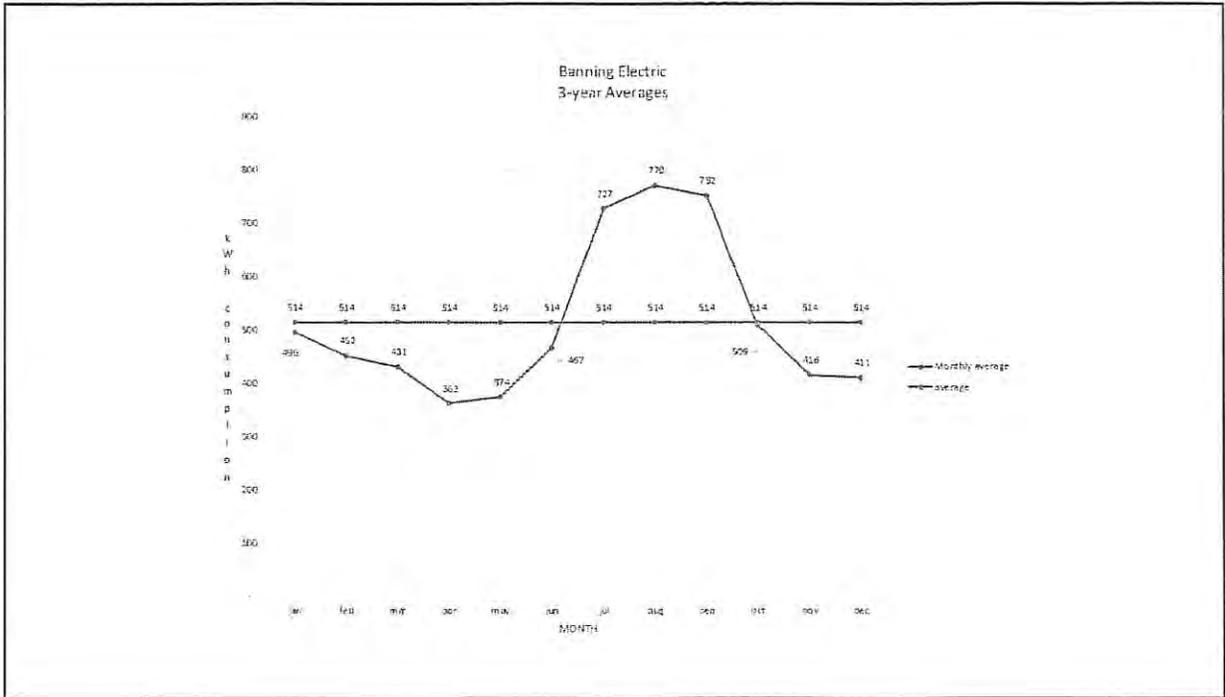
- Paraphrased
 - Practical: simple, understandable, acceptable
 - Uncontroversial as to interpretation
 - Should meet revenue requirements
 - Should provide stable rates
 - Fairness among rate classes
 - Avoidance of undue discrimination
 - Should be economically efficient
 - Discourage wasteful usage



Previous rate design average was 500 kWh/month

| Spread | AVG | 2015 | 2016 | 2017 | YEAR |
|---------|--------------|--------------|--------------|--------------|----------------|
| 8.05% | 496 | 493 | 494 | 502 | jan |
| 7.33% | 452 | 422 | 431 | 503 | feb |
| 6.99% | 431 | 386 | 355 | 552 | mar |
| 5.88% | 362 | 372 | 352 | 363 | apr |
| 6.07% | 374 | 375 | 358 | 390 | may |
| 7.58% | 467 | 475 | 417 | 510 | jun |
| 11.78% | 727 | 704 | 648 | 828 | jul |
| 12.49% | 770 | 675 | 829 | 807 | aug |
| 12.19% | 752 | 700 | 755 | 801 | sep |
| 8.25% | 509 | 562 | 515 | 449 | oct |
| 6.74% | 416 | 400 | 421 | 426 | nov |
| 6.86% | 411 | 422 | 418 | 392 | dec |
| 100.00% | 5,167 | 5,906 | 5,993 | 6,523 | Total |
| | 514 | 499 | 499 | 544 | Average |





Banning Electric Residential Customer's *average* usage is 514 kWh/month

Winter (431 kWh) ~\$0.19

- Customer Charge \$ 3.00
- Baseline 308 kWh @ \$0.1688 \$ 51.99
- From 309-1,000 kWh's @ \$0.2190 (123 kWh) \$ 26.94
- Total \$ 81.93
- >1,000 kWh @ \$0.2880
- 8 months (jan, feb, mar, apr, may, oct, nov, dec)

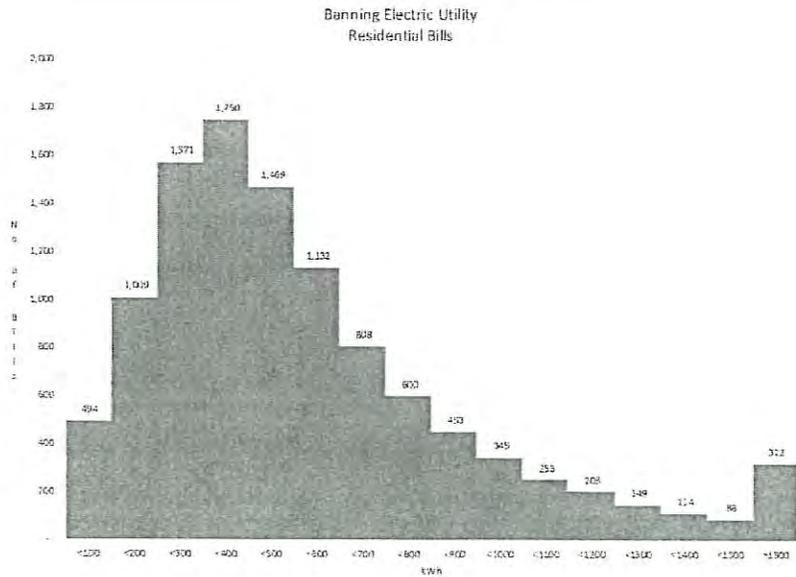
Summer (679 kWh) ~\$0.182

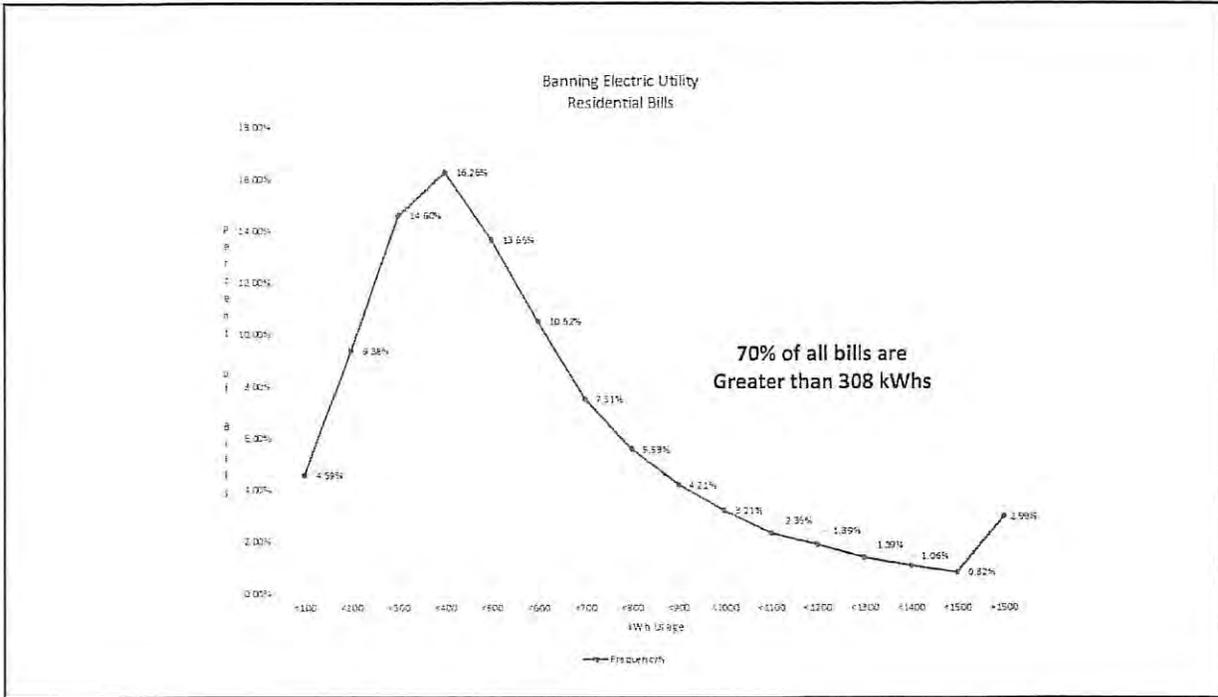
- Customer Charge \$ 3.00
- Baseline 558 kWh @ \$0.1688 \$ 94.19
- From 309-1,500 kWh's @ \$0.2190 (121 kWh) \$ 26.50
- Total \$ 123.69
- >1,500 kWh @ \$0.2880
- 4 months (jun, jul, aug, sep)

In 2017, Utility Billing issued 129,136 residential bills or 10,761 monthly bills (on avg)



| | | | |
|-------|--------|---------|---------|
| <100 | 494 | 4.59% | |
| <200 | 1,009 | 9.38% | 13.97% |
| <300 | 1,571 | 14.60% | 28.57% |
| <400 | 1,750 | 16.26% | 44.83% |
| <500 | 1,469 | 13.65% | 58.48% |
| <600 | 1,132 | 10.52% | 69.00% |
| <700 | 808 | 7.51% | 76.51% |
| <800 | 600 | 5.58% | 82.09% |
| <900 | 453 | 4.21% | 86.30% |
| <1000 | 345 | 3.21% | 89.51% |
| <1100 | 253 | 2.35% | 91.86% |
| <1200 | 203 | 1.89% | 93.74% |
| <1300 | 149 | 1.39% | 95.13% |
| <1400 | 114 | 1.05% | 96.19% |
| <1500 | 88 | 0.82% | 97.01% |
| >1500 | 322 | 2.99% | 100.00% |
| | 10,761 | 100.00% | |





LEIDOS, June 2016

Time-of-Use Pricing for All Residential and Commercial Customers

Although some utilities have made time-of-use rates available for several classes of customers, they are generally for larger customers and not universally applied. The time-of-use rates are usually optional, but in some cases mandatory. Most of the California utilities on Table A-1 have time-of-use rates for various customer classes. COB has a time-of-use rate for the large general and industrial customer only. COB's purchased power costs do not vary significantly by the time of day and the residential customer base consists largely of retirees which would not be conducive to time-of-use rates. It should be noted that the IOU's and SMUD are moving toward collapsing tiers and transitioning to time-of-use rates. For IOU's the time-of-use rate is the default rate for commercial customers, and for SCE it is mandatory for commercial customers. These utilities have implemented advanced metering, which would be required for COB to have time-of-use rates.

LEIDOS, June 2016

Tiered Rates

Tiered rates are rates that consist of charges based on usage levels or blocks, and can either be declining or inclining block rates. With declining block rates, increased customer usage is charged a lower rate per unit than lower monthly usages. Inclining block rates charge a higher rate per unit for increased customer usage. In the past, in order to promote electricity usage, many utilities provided declining block-pricing incentives that rewarded higher usage customers with lower prices. However, in today's business environment, many utilities across the country are trying to curb load growth and demand as a means to reduce their exposure to market risks, overall costs and environmental impacts of power production. Utilities now offer rates, including inclining block rates, that encourage a higher load factor, conservation and energy efficiency. As shown on Table A-1, the selected California utilities currently have tiered rates, including COB. It should be noted that the California Investor Owned Utilities (IOU's) and the Sacramento Municipal Utility District (SMUD) are moving toward collapsing the tiered rates and moving more toward time-of-use rates.

LEIDOS, June 2016

City of Banning
Rate Review Study
Advantages and Disadvantages of Rate Structures

Table A-2

| | Advantages | Disadvantages |
|---|---|--|
| 1. Power Cost Adjustment | Recovers utility costs | Customer acceptance may be poor; adds complexity to bills |
| 2. Regulatory Adjustment | Recovers utility costs | Adds complexity to bills |
| 3. Increased Fixed Charge | Recovers utility fixed costs, justified based on cost of service | Customer acceptance may be difficult; impacts small users |
| 4. Residential Demand Charge | Recovers utility fixed costs, justified based on cost of service | Requires advanced metering; customer acceptance may be difficult |
| 5. Small Commercial Demand Charge | Recovers utility fixed costs, justified based on cost of service | Requires advanced metering; customer acceptance may be difficult |
| 6. Economic Development Rate | May increase high load factor customers; may lower average costs | Existing customers may not accept; not based on cost of service (a cost of service if fixed distribution costs are not allocated in later years) |
| 7. Electric Vehicle TOU Rate-Residential | Provides incentives for charging off-peak; may improve system and overall load factor and their average costs | Requires separate metering and special billing |
| 8. Electric Vehicle Public Charging Station | Provides utility owned EV public charging stations; justified based on cost of service | Administrative burden |
| 9. Standby Charge | Recovers fixed distribution costs | Adds complexity to bills; may discourage distributed generation; does not apply to NEM |
| 10. Net Metering Rate | Promotes distributed generation; helps meet California mandates | May not recover fixed distribution costs |
| 11. TOU for Residential | Sends price signals to change customer behavior; may improve system load factor and their average costs | Requires advanced metering and may not be understood by customers |
| 12. TOU for Small & Medium Commercial | Sends price signals to change customer behavior; may improve system load factor and their average costs | Requires advanced metering and may not be understood by customers |
| 13. Unpriced Rates | Tracks revenues by generation, transmission and distribution | Adds complexity to bills; customer acceptance may be difficult |
| 14. Real Time Pricing | True cost based rate; may be advantageous for industrial customers | Requires advanced metering, communications and billing systems |
| 15. Street Lighting LED Rates | Recovers cost by LED future type of energy a unpriced | Administrative burden |
| 16. Seasonal Rates | Tracks costs by season | Adds complexity to bills |
| 17. Tiered Rates | Promotes conservation; recovers utility costs | Motivates large users; may produce revenue volatility |

LEIDOS, June 2016

City of Banning
Rate Trends Study
Rate Structure Rankings

Table A-3

| | Customer Acceptance | Current Customer to Change Usage Behavior | Ability to Implement from a Technological Perspective | Legal, Regulatory and Policy Barriers Affecting Implementation | Financial Risks Related to Implementation | Costs Related to Implementation | Potential Benefits to Utility's Financial Stability |
|--|---------------------|---|---|--|---|---------------------------------|---|
| 1. Power Cost Adjustment | Moderate | Moderate | Easy | Moderate | Low | Low | High |
| 2. Regulatory Adjustment | Moderate | Moderate | Easy | Moderate | Low | Low | High |
| 3. Increased Fixed Charge | Difficult | Moderate | Easy | Moderate | Low | Low | High |
| 4. Residential Demand Charge | Difficult | High | Moderate | Moderate | High | Moderate | High |
| 5. Small Commercial Demand Charge | Difficult | High | Moderate | Moderate | Moderate | Moderate | High |
| 6. Economic Development Rate | Moderate | High | Easy | Moderate | Moderate | Low | High |
| 7. Electric Vehicle TOU Rate | Easy | High | Moderate | Moderate | Moderate | Moderate | High |
| 8. Electric Vehicle Public Charging Stations | Moderate | High | Easy | Moderate | Low | Moderate | High |
| 9. Standby Charge | Moderate | High | Low | Low | Low | Low | High |
| 10. Net Metering Rate | Easy | High | Moderate | Low | High | Moderate | Low |
| 11. TOU for Residential | Difficult | High | Moderate | Difficult | High | Moderate | High |
| 12. TOU for Small & Medium Commercial | Moderate | High | Moderate | Moderate | Moderate | Moderate | High |
| 13. Unbundled Rates | Moderate | Moderate | Easy | Moderate | Low | Low | High |
| 14. Real-Time Pricing | Difficult | High | Difficult | Moderate | Moderate | Moderate | High |
| 15. Street Lighting LED Rates | Easy | Moderate | Easy | Low | Low | Low | High |
| 16. Seasonal Rates | Easy | Moderate | Easy | Low | Low | Low | High |
| 17. Tiered Rates | Moderate | High | Easy | Moderate | Moderate | Low | Moderate |

Functional cost per kWh.....

- Generation \$0.0884
- Transmission \$0.0305
- Distribution \$0.0596
- Customer Billing \$0.0152
- **Total** **\$0.1937**

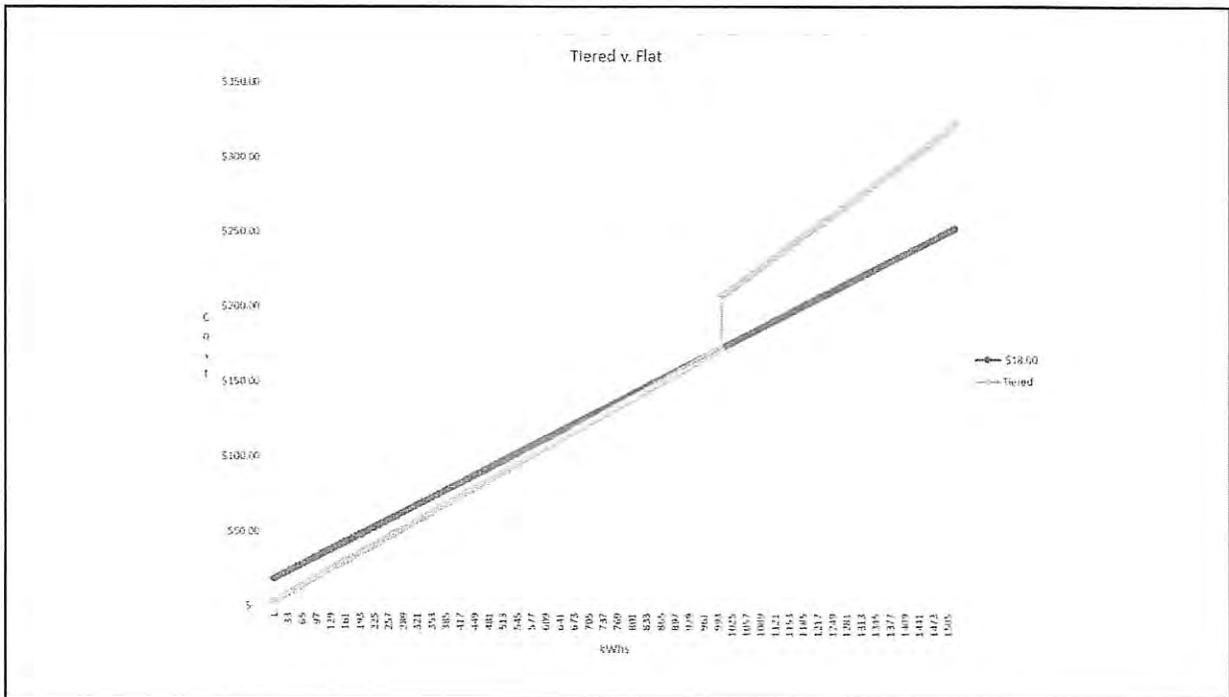
G&T
\$0.1189



LEIDOS – June 2017

Proposed Rate Design

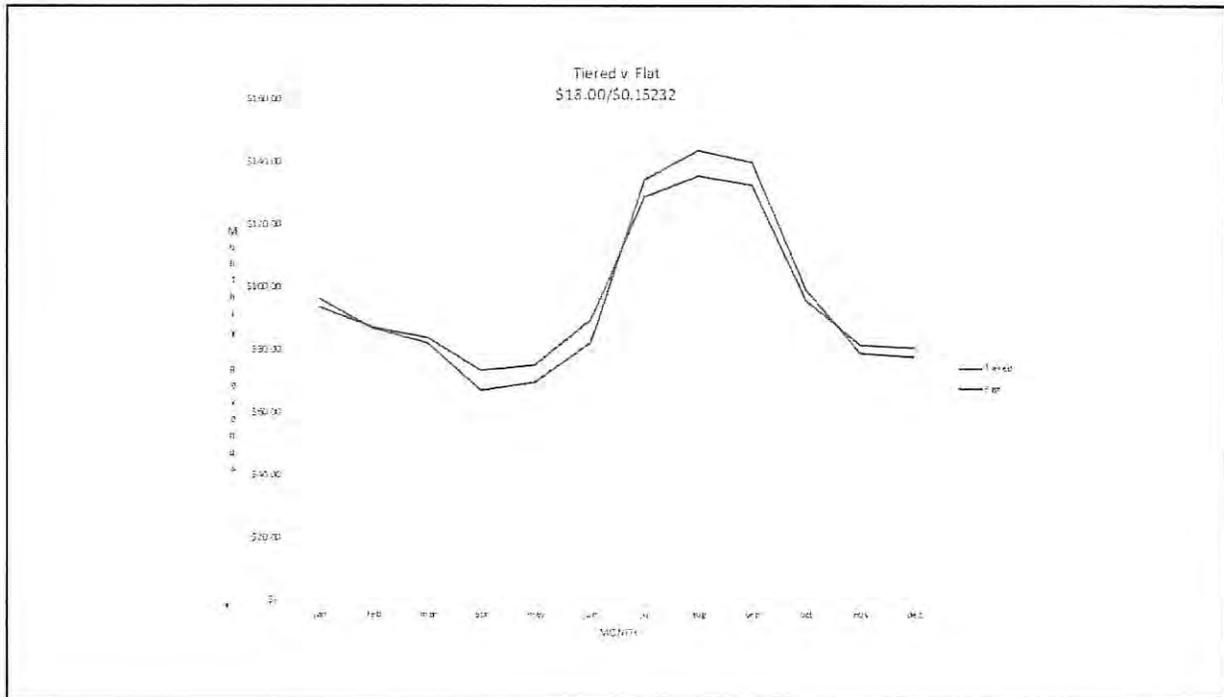
- Distribution Network Charge \$18.00/billing cycle
- Energy Charge per kWh \$ 0.15232/all energy



Tiered Rate v. Flat Rate AVERAGE CUSTOMER

| Month | AVG | 308 | 558 | \$ 0.2190 | \$ 0.1688 | S/C | Total | New S/C | \$ 0.15232 | Total | |
|----------------|--------------|------------|------------|------------------|------------------|-----------------|--------------------|------------------|------------------|--------------------|------------------|
| jan | 498 | 188 | | \$ 41.17 | \$ 51.99 | \$ 3.00 | \$ 90.16 | \$ 18.00 | \$ 75.60 | \$ 93.60 | \$ 2.56 |
| feb | 452 | 144 | | \$ 31.54 | \$ 51.99 | \$ 3.00 | \$ 86.53 | \$ 18.00 | \$ 69.85 | \$ 86.85 | \$ (0.32) |
| mar | 431 | 123 | | \$ 26.94 | \$ 51.99 | \$ 3.00 | \$ 81.93 | \$ 18.00 | \$ 65.65 | \$ 83.65 | \$ (1.72) |
| apr | 362 | 54 | | \$ 11.83 | \$ 51.99 | \$ 3.00 | \$ 66.82 | \$ 18.00 | \$ 55.19 | \$ 73.19 | \$ (6.37) |
| may | 374 | 66 | | \$ 14.45 | \$ 51.99 | \$ 3.00 | \$ 69.44 | \$ 18.00 | \$ 57.02 | \$ 75.02 | \$ (5.57) |
| jun | 467 | | (91) | | \$ 78.83 | \$ 3.00 | \$ 81.83 | \$ 18.00 | \$ 71.18 | \$ 89.18 | \$ (7.35) |
| jul | 727 | | 109 | \$ 37.01 | \$ 94.19 | \$ 3.00 | \$ 134.20 | \$ 18.00 | \$ 110.89 | \$ 128.89 | \$ 5.52 |
| aug | 770 | | 212 | \$ 46.43 | \$ 94.19 | \$ 3.00 | \$ 143.62 | \$ 18.00 | \$ 117.34 | \$ 135.34 | \$ 8.28 |
| sep | 752 | | 194 | \$ 42.49 | \$ 94.19 | \$ 3.00 | \$ 139.68 | \$ 18.00 | \$ 114.54 | \$ 132.54 | \$ 7.13 |
| oct | 509 | 201 | | \$ 44.02 | \$ 51.99 | \$ 3.00 | \$ 99.01 | \$ 18.00 | \$ 77.48 | \$ 95.48 | \$ 3.53 |
| nov | 416 | 108 | | \$ 23.65 | \$ 51.99 | \$ 3.00 | \$ 78.64 | \$ 18.00 | \$ 63.31 | \$ 81.31 | \$ (2.67) |
| dec | 411 | 103 | | \$ 22.56 | \$ 51.99 | \$ 3.00 | \$ 77.55 | \$ 18.00 | \$ 62.55 | \$ 80.55 | \$ (3.01) |
| Total | 6,167 | 987 | 484 | \$ 342.08 | \$ 777.32 | \$ 36.00 | \$ 1,155.40 | \$ 216.00 | \$ 939.41 | \$ 1,155.41 | \$ (0.01) |
| Average | 514 | | | 29.01% | 67.20% | 3.12% | \$ 0.18734 | 18.69% | 81.31% | \$ 0.16734 | |

30.03503 \$ 0.15233 \$ 0.18735



Revenue Neutral – 2017 Summary



| Current: | | | | New: | | | |
|-----------------------|--------------|-----------|------------------|-----------------|-----------|------------------|------------|
| | kWh | Rate | Revenue | | Rate | Revenue | |
| BAS1 | 39,236,249 | \$ 0.1668 | \$ 6,523,078.62 | Energy Charge | \$0.15232 | \$ 9,092,585.96 | |
| BAS2 | 18,869,435 | \$ 0.2190 | \$ 4,132,406.28 | | | | |
| BAS3 | 1,588,289 | \$ 0.2680 | \$ 457,427.23 | | | | |
| Customers | 9,309 | \$ 3.00 | \$ 335,139.00 | Customer Charge | \$ 18.00 | \$ 2,010,834.00 | |
| Monthly Average: | 534.35 | | | | | | Delta |
| Total Annual Charges: | | | \$ 11,548,051.32 | | | \$ 11,108,419.96 | 444,631 |
| | 514.00 | | | | | | \$ 346,298 |
| | 20.35 | | | | | | \$ 98,333 |
| | 2,273,490.98 | | | | | | |

Double
545,569 kWh

Bottom Line:

\$0.20951

Usage Avg cost Total cost

| | | | |
|----------------|----------|-----------|---------------------------------|
| On peak | 411 kWh | \$0.34046 | \$139.93 |
| Off peak | 867 kWh | \$0.15644 | \$135.85 |
| Super off peak | 394 kWh | \$0.11826 | \$45.41 |
| | 1672 kWh | | \$320.97 |
| | | | \$27.23 Other credits + charges |
| | | | \$348.20 Total |

Your past and current electricity usage

Your daily average electricity usage (kWh)

7 years ago: 11.13 | Last year: 10.78 | This year: 11.64

Details of your new charges

| | | |
|---|----------------------------------|----------|
| Delivery charges - Cost to deliver your electricity | | |
| Basic charge | 35 days x \$2.50 = \$87.50 | \$87.50 |
| Energy Surcharge | 291 kWh x \$0.08115 = \$23.62 | \$23.62 |
| On peak | 411 kWh x \$0.34046 = \$139.93 | \$139.93 |
| Super off peak | 394 kWh x \$0.11826 = \$45.41 | \$45.41 |
| Off peak | 867 kWh x \$0.15644 = \$135.85 | \$135.85 |
| On peak | 113 kWh x \$0.36788 = \$41.57 | \$41.57 |
| Off peak | 340 kWh x \$0.20786 = \$70.67 | \$70.67 |
| Super off peak | 740 kWh x \$0.10945 = \$80.99 | \$80.99 |
| On-peak charge | 1,562 kWh x \$0.12149 = \$189.73 | \$189.73 |
| Generation charges - Cost to generate your electricity | | |
| Energy Surcharge | 291 kWh x \$0.26722 = \$77.66 | \$77.66 |
| On peak | 377 kWh x \$0.20442 = \$76.67 | \$76.67 |
| Super off peak | 340 kWh x \$0.20786 = \$70.67 | \$70.67 |
| Off peak | 130 kWh x \$0.18811 = \$24.45 | \$24.45 |
| Other charges | | |
| Four Delivery Charges include: | | |
| + \$26.18 transmission charges | | |
| + \$173.30 distribution charges | | |
| + \$0.08 nuclear decommissioning charges | | |
| + \$27.32 public purpose programs charges | | |
| + \$9.21 non-system generation charge | | |
| Your Generation Charges include: | | |
| + \$1.25 transmission transition charge | | |
| Your overall energy charges include: | | |
| \$15.26 | | |
| \$33.94 | | |
| \$15.23 | | |
| \$24.21 | | |

Questions or discussion on the proposal?

- Tiered Rates
 - Produce revenue volatility
 - Hard on large users
 - Complicated
 - Used to change lifestyles
 - Controversial
 - Cost of Service - moderate
- Flat Rate
 - Revenue stability
 - Hard on small users
 - Easy
 - Promotes a good standard of living
 - Non-controversial
 - Cost of Service - easy



“Boutique” Rates

- Boutique means small and exclusive
- Examples at Banning Electric:
 - Low-income rate (Baseline rate from \$0.1688 to \$0.0972 on 308/558 kWh) ~\$336 annually
 - BEAR
 - Master Meter Customers
 - Senior Discount (Service Charge from \$3.00 to \$1.00) ~\$24 annually
 - Medline (Baseline addition from 308/558 kWh to 808/1058 kWh) ~\$301 annually
- Each program can be added to the other
- Tri-Fecta of \$661 annually 52% annual discount



Public Benefit Program = ~\$750,000
 Non-by passable charge of 2.85% of electric bill revenue

- Promote Energy Efficiency
 - Appliance rebates
 - Weatherization rebates
- Research and Development
 - New technologies
- Renewable Energy
 - Solar rooftops
 - Distributed Energy Resources
- Education and Information
 - Promotion of Public Benefit Programs
- Low-Income Subsidies

Value of the Boutique Subsidies

2017-2018

- BEAR \$ 290,553
- Master Meter \$ 31,747
- Senior Discount \$ 13,213
- Medline \$ 560,723
- Total \$ 896,236
- Average Monthly Cust. 1,448
- Average Monthly subsidy \$52

2016-2017

- BEAR \$ 283,771
- Master Meter \$ 27,358
- Senior Discount \$ 13,100
- Medline \$ 581,802
- Total \$ 906,031
- Average Monthly Cust. 1,406
- Average Monthly subsidy \$54

Service Characteristics

- Residential
 - Single phase service at 7200 Volts
 - Transformer 15 kVa
 - 120/240 Voltage
 - Service Panel at 125 amps (generally speaking)
 - Meter and meter socket
- How does the service characteristics change?
 - Low-income?
 - Medline?
 - Senior Citizen?
- Bonbright's principle
 - Avoidance of undue discrimination in rate relationships

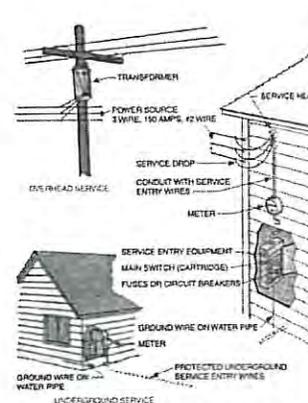


Fig. 31-1 ■ Electrical distribution to buildings.

Rate v. Discount

- Recommendation is not to do Boutique rates
- Recommendation is to do discounts
 - Medline \$25/month
 - Low-income \$30/month
 - Maximum subsidy of \$50/month
- Recommendation is to fund discounts:
 - Medline as a cost of goods discount per accounting treatment
 - Low-income as a public benefits discount per code



Any questions on Boutique Discounts?

- Increase low-income from \$25 to \$30/customer/month
- Maintain Medline discount at \$25
- Suspend senior discount
- Maximum discount \$50/customer/month



Street Light Charge

- Banning Electric Utility owns a street lighting and related secondary power distribution system
- Generally speaking, the City's Public Works department directs the location and installation of street lights
- In many instances a developer installs the street lights in a new development and dedicates the street lighting to Banning Electric
- Maintenance of street lighting system is a budgeted expense
- New LED light fixtures have proven to be low replacement
- Who is the appropriate benefactor of the street lighting system?
- Currently charge all customers \$2/month ~\$313,829 in 2017

Street Light Charges – Need more homework

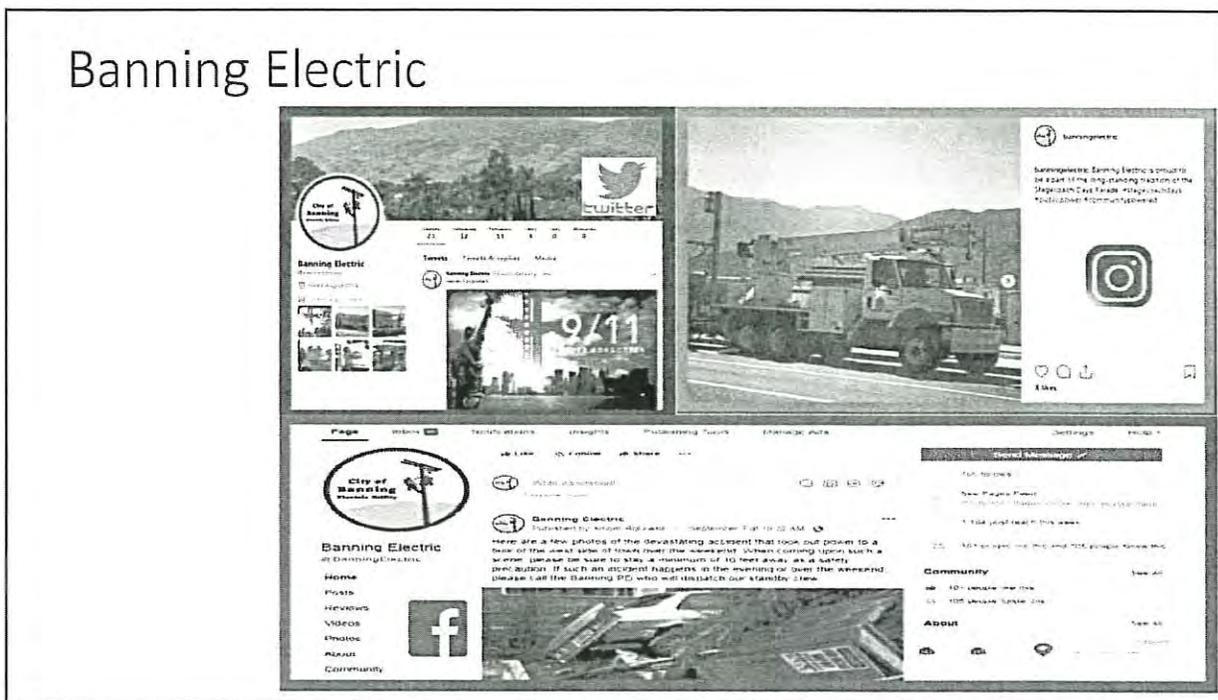
- \$2/customer/month?
- Total amount of capital invested in LED lighting
- Rate of return on investment
- Annual cost of maintenance
- Estimate kWh consumption (energy and demand)
- Cost of service approximately \$179,219 direct assignment to street lighting (LEIDOS, June 2017)

Street Lighting

- Recommend suspending the \$2 charge/customer/month?
- Recommend building into Flat Rate structure?
- Council wishes?



Banning Electric



Recap of discussion

- Flat Rate
- Discounts
- Street Lights
- Next steps?
 - Notice of Public Hearing
 - Resolution to append rates
 - Council action
 - 30 day implementation
- Rate Freeze

A special meeting of the Banning City Council was called to order by Mayor Moyer on September 25, 2018, at 4:01 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: Council Member Andrade
Council Member Franklin

OTHERS PRESENT: Rochelle Clayton, Interim City Manager
Kevin Ennis, City Attorney
Art Vela, Public Works Director
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. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1). Timothy McLaughlin vs. City of Banning – Workers’ Comp Claim Nos. 1080-WC-16-05000112 and 1080-WC-17-0000009.
2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1). Steven Parker (Deceased); Marlene Parker (Widow) vs. City of Banning – Workers’ Comp Claim Nos. 1080-WC-17-0000003, 1080-WC-17-0500132, and 1080-WC-0500133.
3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 – City Designated Representative: Rochelle Clayton, Interim City Manager; Employee Organizations: International Brotherhood of Electric Workers General, Banning Police Officer’s Association, and Banning Police Management Association
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

5. 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: Rochelle Clayton, Interim City Manager – 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 4:55 p.m.

ADJOURNMENT

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

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

A regular meeting of the Banning City Council was called to order by Mayor Moyer on September 25, 2018, at 5:00 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Council Member Andrade (arrived at 5:55 p.m.)
Council Member Peterson
Council Member Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: Council Member Franklin

OTHERS PRESENT Rochelle Clayton, Interim City Manager
Kevin Ennis, City Attorney
Robert Fisher, Interim Police Chief
Heidi Meraz, Community Services Director
Tom Miller, Electric Utility Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director/City Engineer
Ted Shove, Economic Development Manager
Suzanne Cook, Deputy Finance Director
Robert Météau, Deputy Human Resources Director
Rick Youngblood, Police Officer
Michelle Devoux, Fire Marshal
Sonja De La Fuente, Deputy City Clerk
Laurie Sampson, Executive Assistant
Leila Lopez, Office Specialist

The Invocation was given by Merle Malland. Mayor Moyer led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

The City Attorney indicated five items were discussed in Closed Session. 1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1). Timothy McLaughlin vs. City of Banning – Workers’ Comp Claim Nos. 1080-WC-16-05000112 and 1080-WC-17-0000009. Settlement direction was given to the City’s negotiator on the item. No final conclusion to the cases. 2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1). Steven Parker (Deceased); Marlene Parker (Widow) vs. City of Banning – Workers’ Comp Claim Nos. 1080-WC-17-0000003, 1080-WC-17-0500132, and 1080-WC-0500133. Direction was given to the City’s negotiator on the item. No final conclusion to the cases. 3) CONFERENCE WITH

LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 – City Designated Representative: Rochelle Clayton, Interim City Manager; Employee Organizations: International Brotherhood of Electric Workers General, Banning Police Officer's Association, and Banning Police Management Association. Direction was given to the City's negotiator regarding meet and confer matters. 4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9. Direction was given to legal counsel and staff regarding the potential settlement of a claim. 5) 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: Rochelle Clayton, Interim City Manager – Negotiating Party: Andy Marocco; Under Negotiation: Price and Terms. Direction was given to the City's negotiator, with no final conclusion to the matter.

PUBLIC COMMENTS / CORRESPONDENCE / PRESENTATIONS / APPOINTMENTS

PUBLIC COMMENTS

Inge Schuler shared a prepared statement (see Exhibit "A"). She also addressed her concern with the Budget & Finance Committee agendas not being published on the website since 2016.

John Hagan indicated he did not believe the candidate forums recently held were biased and feels they should be aired on the City's channel.

Frank Burgess would like the City Attorney to address the Government Code regarding the candidate forums (see Exhibit "B"). He also asked what accounts money is going into related to Public Works Permits, as the form does not show the accounts (see Exhibit "C").

Jack Gunderson would like someone to look into the sound on the City's television station, as he does not have sound.

Ellen Carr with Tender Loving Critters advised that Animal Action League was here last week and spayed/neutered approximately 60 pets. They will be here again October 16 and 17. To schedule an appointment with Animal Action League for low cost spay or neuter services they can be reached at 760-366-1100. Citizens may ask to be put on standby or the next month's schedule. She thanked the City for allowing use of the Community Center parking lot. In regard to her latest utility bill, it was for 33 days and that moved her into the next tier, which costs more. She would like the new meters to automatically read at 28-30 days.

Don Smith indicated he has a different outlook on the debates. He believes the Chamber of Commerce tried their best to put on a neutral debate and thanked the City for their help. He appreciated the opportunity to see the candidates.

Paul Perkins read the definition of transparent. He expressed his concern with the City not being transparent. He read an excerpt from a copy of an email (see Exhibit "B"). He mentioned the City paying the Indian reservation per state code and didn't feel it needed to be done. He also asked why Robertson's hasn't been fined for their violations. If the City can't fine them, he suggested turning it over to the State Mining Commission.

Richard Rutherford would like the City to consider setting a date the City will provide 1% green electricity (i.e. 2020 or 2030). He advised that the northeast corner of Highland Springs (Pardee property) has horned toads and burrowing owls and believes the City is complicit in allowing development based on falsified endangered species documents.

Diego Rose, resident and business owner, advised that he believes the residents view Banning as a rural community and sees that changing with allowing high density homes in and feels that is short term thinking. He indicated this is a commuter area, not industrial. He encouraged taking a different approach. He would like to see a program to replace the Cypress trees along San Gorgonio and suggested the City hire an arborist and make the parkways look like parks.

Jerry Westholder referenced the 1st Amendment. He indicated the candidate forums have previously been available. Also, he does not support providing Diamond Hills Chevrolet a loan to purchase land.

David Ellis addressed the Mayor and advised he hasn't heard one complaint about the candidate forum being biased. He indicated he believes a developer has the town where he wants it and believes the Mayor kept the forum from being aired. He referred the public to the Banning Informer and You Tube to find the candidate forums.

Val Westholder asked about 60 acres being available to give away.

Colleen Wallace does feel the candidate forums were somewhat biased, as one candidate was asked the questions first.

Seeing no further comments, the Mayor closed Public Comment.

CORRESPONDENCE

There was no correspondence.

PRESENTATIONS

The Mayor presented a proclamation to Michelle Devoux, Fire Marshal, proclaiming October 7-13, 2018, Fire Prevention Week.

Michele Devoux expressed her gratitude and reminded everyone to think of the great Chicago fire and other fires that have affected the community during Fire Prevention Week.

CONSENT ITEMS

Items 8 and 14 were pulled for discussion.

1. Minutes – Adjourned Regular Meeting – 9/10/2018

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

2. Minutes – Special Meeting – 9/10/2018 (Closed Session)

Recommendation: Approve the Minutes from the September 10, 2018, Special Meeting of the Banning City Council.

3. Minutes – Special Meeting – 9/10/2018 (Workshop)

Recommendation: Approve the Minutes from the September 10, 2018, Special Meeting of the Banning City Council.

4. Minutes – Regular Meeting – 9/11/2018

Recommendation: Approve the Minutes from the September 11, 2018, Regular Meeting of the Banning City Council.

5. Accounts Payable and Payroll Warrants for July 2018

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

6. Investment Reports for July 2018

Recommendation: Receive and File the Investment Report for July 2018.

7. Police Stats for April through July 2018

Recommendation: Receive and file the Police Stats for April through July 2018.

9. Resolution 2018-116, Establishing a Pre-Approved Traffic Planning and Engineering Vendor List

Recommendation: Adopt Resolution 2018-116

10. Notice of Completion – Project 2017-10, Repplier Park Parking Lot Landscape

Recommendation: Accept Project No. 2017-10 as complete.

11. San Geronio Pass Regional Water Alliance Meeting Update

Recommendation: Receive and file the San Geronio Pass Regional Water Alliance meeting update

12. Right of Way Dedications from APN 541-161-030 and 541-150-020 for Road and Utilities Purposes

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

13. Resolution 2018-113, Approving the Co-Op Agreement with Riverside County Flood Control District for Tentative Map 36939

Recommendation: Adopt Resolution 2018-113

The Mayor opened Consent Items 1 through 7 and 9 through 13 for public comment. Seeing none, closed public comment.

Motion Peterson/Welch to approve Consent Items 1 through 7 and 9 through 13. Motion carried, 3-0, with Council Members Andrade and Franklin absent.

8. Capital Improvement Project Update

Recommendation: Receive and File the Capital Improvement Project Update.

Council Member Peterson asked Public Works Director Vela for an update on Livingston and getting it back in the City's hands. Director Vela explained it is not on the Capital Improvement Update list because it is not considered a Capital Improvement Project. The City has two options with Livingston, it can make it a condition of the sale of the property and whoever buys it can prepare the documents then dedicate it to the City and the other option would be for the City to hire someone to prepare the Legals and Plats and dedicate to the City prior to the sale, but does not believe it was discussed in a regular City Council meeting. Council Member Peterson advised that he believes it was directed that the City take Livingston out of the equation. The Mayor believes that direction was given previously.

Council Member Peterson asked about finishing the infrastructure for the smart meters to include the water meters. He thought Electric could loan the money for that. Director Vela indicated that project could be added. A grant request has been submitted to the Bureau of Reclamation. If the City receives the grant funding it would fund that project, if not, they can sit down with Electric to discuss a loan.

Council Member Peterson asked where the City was with the complete improvement to Ramsey Street from Hargrave, east to the City's limit. Director Vela indicated there is an item on the agenda to accept the dedications from the property on the northeast corner

and the property on the northwest corner. The plans for the street and water line improvements are about 95% complete. A grant was received from STIP to overlay Ramsey Street from Hargrave to Hathaway and the City is working with Caltrans to get the approval to proceed with that project. In regard to the Hathaway and Ramsey Street Improvement Project, the street, storm drain and water line plans are about 95% complete and the City is in the appraisal process for some needed property acquisitions. Mayor Moyer advised that eight of the 11 appraisals are complete for the Ramsey Street projects.

Council Member Peterson asked what was left on the Lions Park soccer field. Director Vela indicated they are waiting for some final things for the CEQA document and once complete the plans will be finalized within the next month. The City is looking for funding through grants or CDBG for the project.

Council Member Peterson asked where the Joshua Palmer project is. Director Vela explained the City is awaiting appraisals from the property owners.

Mayor Moyer asked why the Ramsey and Hargrave project status looks the same as it did in November 2017. Director Vela explained there have been some delays on the utility component and a few months back a water line going north was added to the project to wrap up the paving on Hargrave and the waterline drawings were started immediately.

The Mayor opened the Consent Items for public comment.

Inge Schuler advised that she believes the Council voted to return Livingston to the City several months ago.

Diego Rose expressed his surprise that the City expects Robertson's to do anything for the City after persecuting them for taxes. He also shared his concern with the City's water usage. He suggested looking at the big picture.

Seeing no further comments, the Mayor closed public comment.

Motion Peterson/Welch to approve Consent Item 8. Motion carried, 4-0, with Council Member Franklin absent.

9. 2nd 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, Chain Link Fencing, Public Utility Facilities, Freeway Oriented City Identification Signs, Home Occupation Permits, and Design Review Approval Authority

Recommendation: Ordinance 1530 pass its 2nd Reading

Mayor Moyer pointed out that "Tattoo Establishments" has been removed from the Ordinance.

The Mayor opened Consent Item 14 for public comment. Seeing none, closed public comment.

Motion Welch/Peterson to approve Consent Item 14. Motion carried, 4-0, with Council Member Franklin absent.

PUBLIC HEARINGS

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 Vela presented the staff report as contained in the Agenda packet. He advised that since this item was continued from the September 11th Council Meeting, the City has received five additional protests for a total of 250 protests. 5,275 would be the required majority number of protests required, and that was not received (see Exhibit "D").

Mayor Moyer asked if the City's rate would go from \$20.99 to \$21.71 per month. Director Vela confirmed that is correct and shared an updated rate comparison chart showing 2018 rates (see Exhibit "E").

There was discussion regarding the fact that the Franchise Agreement is approved through 2021 and CPI. Some Council Members are interested in staff preparing a Request for Proposal (RFP) and others were not because the fair market value could be higher. Staff will bring back to Council before issuing a RFP.

The Mayor opened the Public Hearing.

Ellen Carr expressed her opposition to a rate increase and feels like the residents get less service for more money. She provided an example of the service provided in Miami. She would like to know if there is a discount for senior citizens.

Diego Rose indicated he doesn't feel that a CPI is needed, as he does not believe the constituents can afford it. He recommended saying "no" to the way things have always been done.

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

Clara Vera with Waste Management encouraged the public to call Waste Management at 1-800-423-9986 for assistance with any of their concerns. Unfortunately, there is not a senior discount available.

Motion Peterson/Andrade to 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. Motion carried 4-0, with Council Member Franklin absent.

ANNOUNCEMENTS & REPORTS

CITY COUNCIL COMMITTEE REPORTS

The Council had nothing to report.

REPORT BY CITY ATTORNEY

City Attorney Ennis advised that he will provide answers to the City Manager related to questions raised this evening. Also, he attended the League of California Cities Annual Conference and presented the Ethics Training to attendees at the conference.

REPORT BY CITY MANAGER

Interim City Manager Clayton announced the City will conduct Town Hall Informational Meetings on the City's Ballot Measures at various locations in the City beginning this week (see Exhibit "F").

The Mayor asked the Interim City Manager to clarify if he had any input regarding the Finance Committee's agenda. She advised he did not, and explained that he did not and the items on the agenda are brought forward by staff. Staff was approached by the business requesting the item be taken to Council, but staff generally takes items of this nature to the applicable Committee for their recommendation to Council.

The Mayor asked the Interim City Manager if he had directed her to not air the candidate forums. She advised he did not, and explained she watched the forums live and directed staff not to re-air the forums until.

Council Member Peterson asked the Interim City Manager what policy was followed to determine the bias. She advised she was basing her decision on the communication she received on how the forum was going to be conducted, and it was not conducted in the manner communicated. She advised she would be happy to provide a written report regarding the decision to not re-air the forums.

REPORTS OF OFFICERS

1. Council Committees Meeting Schedules

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

The Council discussed the various committees and determined the following committees as recurring scheduled meetings:

Budget & Finance Advisory Committee (monthly)
Economic Development Committee (quarterly)
Public Works Committee (quarterly)

The remaining committees will meet as needed as special meetings.

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

Motion Andrade/Welch to schedule the Budget & Finance Advisory Committee on a monthly basis, the Economic Development Committee Meeting on a quarterly basis, and the Public Works Committee on a quarterly basis, and the remaining committees will be scheduled as special meetings on an as needed basis. Motion carried 4-0, with Council Member Franklin absent.

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

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

Council Member Peterson supports this for sworn personnel only. The Dispatchers and Community Services Officer can ne

Mayor Moyer indicated he and Council Member Peterson met with the Banning Police Officers Association and Interim Chief Fisher and determined this is what needs to be done to retain some of the veterans and encourages new recruitments.

The Mayor opened the item for public comment.

Diego Rose expressed his support for the item.

Jerry Westholder encouraged Council to offer this to Dispatchers as well.

Seeing no further comments, the Mayor closed public comment.

Motion Peterson/Welch to 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 positions, to retain and recruit hard to fill critical sworn peace officers 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 Memorandum of Understanding. Motion carried 4-0, with Council Member Franklin absent.

3. Resolution No. 2018-120, Approving Amendment No. 1 to the Enterprise Licensing Agreement with Software One

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

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

Motion Andrade/Welch to adopt Resolution 2018-120, approving Amendment No. 1 to the Enterprise Licensing Agreement with Software One to include data storage. Motion carried 4-0, with Council Member Franklin absent.

4. Electric Line Extension Agreement for Pardee Homes

Electric Utility Director Tom Miller presented the Staff Report as contained in the Agenda packet.

Mayor Moyer asked if this would be a reimbursement. Director Miller advised they will be required to advance money.

The Mayor opened the item for public comment.

Diego Rose asked how he could get a loan from the City to install a new parking lot at his business.

Mr. Miller advised the customer is paying the Utility, the Utility is not paying for anything.

Seeing no further comment, the Mayor closed public comment

Motion Andrade/Peterson to 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. Motion carried 4-0, with Council Member Franklin absent.

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

Public Works Director Vela presented the Staff Report as contained in the Agenda packet along with a PowerPoint presentation (see Exhibit "G"). He introduced Tyler Wick with Enterprise.

Council Member Peterson expressed concern with the annual maintenance fee and asked what the City would do if it were to opt out of the program in the future. Tyler Wick with Enterprise explained that the maintenance program is not required, but it does provide a value to the City. Council Member Peterson asked about the cost increase over four years. Director Vela explained that approximately \$100,000 would be added to the budget annually over the next four years. Mr. Wick advised that at the end of five years, the City has rights of ownership or take the equity and use as a down payment on new vehicles.

Director Vela advised Council that a vehicle replacement program needs to be implemented whether or not this option is chosen.

Council Member Andrade shared her concern with the cost.

The Mayor opened the item for public comment.

Paul Perkins asked where the maintenance would be done. Mr. Wick explained it would be done at local auto shops.

Don Smith informed the Council that a previous finance director recommended a vehicle replacement program. He urged the Council to implement a program and consider whether or not this is the most cost effective method to have a vehicle replacement program.

Diego Rose asked why the City can't do this themselves. Director Vela advised the City could do this themselves, but it would require a large initial capital investment.

Seeing no further comment, the Mayor closed public comment.

Council Member Peterson asked how the City would pay for the program four years from now. Interim City Manager Clayton advised that it will depend on the state of the budget at that time, but the program is needed for several reasons, including safety.

Council Member Andrade asked if the City is locked into the program for five years. Mr. Wick advised that the City can start with the twelve initial vehicles and make sure it is still feasible to continue the program on an annual basis.

Motion Andrade/Welch to 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. Motion carried 4-0, with Council Member Franklin absent.

The Mayor recessed the meeting at 7:43 P.M. and reconvened at 7:50 P.M.

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

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

Board Members Absent: Franklin

CONSENT ITEMS

1. Resolution 2018-04 HA, Approving the Subordination Agreement for First Time Homebuyer Program Located at 1500 G Court

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

Motion Peterson/Welch to approve Consent Item 1. Motion carried 4-0, with Board Member Franklin absent.

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

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

Board Members Absent: Franklin

CONSENT ITEMS

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

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

Motion Peterson/Welch to approve Consent Item 1. Motion carried 4-0, with Board Member Franklin absent.

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

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

Mayor Moyer clarified this is a state mandated expense. There was discussion regarding the effects of nitrogen in the water and funding.

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

Motion Peterson/Franklin to 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. Motion carried 4-0, with Board Member Franklin absent.

2. Resolution 2018-18 UA, Approving an Alternative for Obtaining Legal Counsel Services for the Public Works Department, Water and Wastewater Divisions

City Attorney Ennis excused himself due to potential conflict of interest with the item, as his legal firm is being considered. He explained he would be available for questions on this item only in his private capacity.

Public Works Director Art Vela presented the Staff Report and as contained in the Agenda packet and explained the alternatives available for consideration.

There was discussion held regarding the Flume process and how the current attorney has represented the City. Director Vela explained it is a long, complicated, and very involved process.

The Chairman asked which option staff recommends. Director Vela recommended the second option, as it will take time to issue the RFP and bring a firm up to speed.

The Chairman opened the item for public comment.

Don Smith expressed his support of Director Vela's recommendation and suggested the Council consider the second option.

Seeing no further comments, the Mayor closed public comment.

Council Member Peterson would recommend paying an hourly fee and not a retainer.

Motion Peterson/Andrade to adopt Resolution 2018-18 UA, approving option 2 based on an hourly rate on an as needed basis up to \$30,000 and issue a Request for Proposals for legal counsel services for the Public Works Department, Water and Wastewater Divisions. Motion carried 4-0, with Board Member Franklin absent.

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

DISCUSSION ITEMS

None

ITEMS FOR FUTURE AGENDAS

Mayor Moyer requested a thorough update.

Council Member Peterson requested the Livingston Right of Way.

ADJOURNMENT

By common consent the meeting was adjourned at 8:33 P.M.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=wmhaeQ6AHNiU> for part 1 and <https://banninglive.viebit.com/player.php?hash=jZn0xaGthJun> for part 2, or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

Exhibit "A"

to the September 25, 2018, Regular Meeting Minutes

Rec'd 9/25/18 (SN)

Banning City Council Meeting
September 25, 2018

Public Comment portion of the agenda

The following comments address the two Candidate Forums held last week. The Chamber of Commerce had sponsored the events to allow the candidate for each of the two districts to present his position statements to his constituents and then answer questions regarding issues that confront the city now and in future. The forum rules were explicit and assured fairness to each candidate. Each candidate was asked the same question, the order was changed to give each candidate the opportunity to be first or have the advantage of having heard others' answers beforehand.

At the District 5 Forum, one of the candidates, Mr Irwin, did not show up. At the District 4 Forum, also one candidate, Mr Happe, did not show up. Apparently both candidates are certain to win the election and therefore did not need to subject themselves to their prospective voters' scrutiny. Thus they did not need to interact publicly with their electorate and answer important questions. Since neither of these two candidates is ever seen at city council meetings, I wonder about their commitment to the residents of their respective districts.

A disagreeable development occurred after the Forums: Banning Interim City Manager, Rochelle Clayton, took it upon herself to dig up an obscure Government Code that she used to cancel any availability of the recorded and videotaped meetings to the citizens. As the Forums were sponsored by the local Chamber of Commerce, a private NGO (non Government organization) Ms Clayton was clearly overstepping her authority with her unfortunate decision. Apparently, she is totally ignorant of the difference between private and government. Also she was clearly violating the First Amendment of the US Constitution. People like that should not be in a position to muck up like that.

Inge Schuler
Banning

Exhibit “B”

to the September 25, 2018, Regular Meeting Minutes

NO MORE TELEVISED CANDIDATE FORUMS OR RECORDED CANDIDATE STATEMENTS, SAYS INTERIM CITY MANAGER ROCHELLE CLAYTON.....

For years it has been the City's practice to film all Candidate Forums, and air them on the Government Channel. It was also the City's practice to video record each Candidate's Statement, and post them on the City's website, but this practice is also gone.

It seems the City has been violating the Law all these years by recording and posting these items. I am just amazed with the number of laws that the City Staff breaks on a daily basis. Laws and procedures that Staff should know, like knowing the difference between a Standing Committee meeting and an Ad Hoc Committee meeting.

Oh well, if you want a copy of the video, then fill out a Public Record Request.

Click on this link to download the form.

<http://ci.banning.ca.us/.../View/5386/Public-Records-Request-...>

Below is the email containing the newly discovered law.

From: <rclayton@ci.banning.ca.us>
Date: Thu, Sep 20, 2018 9:44 pm
To: <don@donpeterson.org>
Cc:

Mayor Pro Tem Peterson

In order to protect the City, and due to the political biased perception of the candidates forums, the City will not make the forums available on the City's website nor the City's government access channel. Likewise, the City is unable to record candidates statements, nor make them available on the City's website, nor air them on the City's government access channel, as per G.C. 18215.

Based on exception under 18215 (c)(10), the City was permitted to allow the candidates forums in Council chambers and video such. The videos are available to the public by way of submitting a Public Records Act request.

If you have any questions, I'll refer you to the City Attorney.

Rochelle Clayton
Interim City Manager
City of Banning

Exhibit "C"

to the September 25, 2018, Regular Meeting Minutes



CITY OF BANNING
PUBLIC WORKS DEPARTMENT
PUBLIC WORKS PERMIT

Rec'd 9/25/18 (58)

CONTRACTOR INFORMATION

BT Pipeline, Inc. for Pardee Homes
NAME
PO Box 40

Ranch Cucamonga CA 91739
CITY STATE ZIP
713383 11/30/2019
LICENSE NO EXP DATE

PERMIT: 18-7010-0053
DATE: 9/4/2018
JOB LOCATION:
Wilson St & Apex St

OWNER/DEVELOPER
FEIECC2412900 10/1/2018
LIABILITY INSURANCE EXP DATE

| QTY | | FEES | AMOUNT |
|-------|--------------------------------------|------------------|------------|
| | DRIVEWAY APPROACH | | |
| | RESIDENTIAL | \$60.00/EACH | |
| | COMMERCIAL | \$81.00/EACH | |
| | WHEELCHAIR RAMP | \$60.00 | |
| | CROSS GUTTER/SPANDREL | \$103.00 | |
| | CURB/GUTTER | | |
| | 1 TO 100 LF | \$60.00 | |
| | 101 LF OR GREATER | \$103.00 | |
| | SIDEWALK | | |
| | 1 TO 400 SF | \$60.00 | |
| | 401 SF OR GREATER | \$103.00 | |
| | A.C. PAVEMENT | | |
| | 1 TO 1,000 SF | \$120.00 | |
| | 1,001 TO 5,000 SF | \$291.00 | |
| | 5,001 SF OR GREATER | \$351.00 | |
| | SEWER, WATER, STORM DRAIN (S/D) MAIN | | |
| | 1 TO 50 LF | \$82.00 | |
| | 51 LF OF GREATER | \$188.00 | |
| | SEWER LATERAL | \$60.00 | |
| | SEWER MANHOLE | \$81.00 | |
| | SEWER CLEAN-OUT | \$82.00 | |
| | WATER SERVICE | \$60.00 | |
| | WATER LINE HOT TAP (SPRINKLER) | \$174.00 | |
| | FIRE HYDRANT | \$270.00 | |
| | S/D INLET, JUNCTION STRUCTURE | \$189.00 | |
| | S/D CONNECTOR PIPE | \$145.00 | |
| | PARKWAY DRAIN | \$81.00 | |
| | OTHER | | |
| | AIR VAC BLOW OFF/AIR RELEASE | \$103.00 | |
| | STREET LIGHT | \$60.00 | |
| | STREET NAME AND TRAFFIC SIGN | \$460.00 | |
| | RETAINING WALL | \$188.00 | |
| | STREET TREE | \$60.00 | |
| | LANDSCAPING | \$826.00 | |
| | PENALTY FOR WORK W/O PERMIT | \$244.00 | |
| | RE-INSPECTION FEE | 1.5 X TIME SPENT | |
| | OVERTIME INSPECTION | \$154.00 | |
| | NPDES INSPECTION | \$111.00 | |
| | INDUSTRIAL WASTE INSPECTION | \$175.00 | |
| | DYE TEST | \$104.00 | |
| X | ENCROACHMENT PERMIT | \$352.00 | \$352.00 |
| X | INSPECTION FEE | 4% of ECC | \$875.84 |
| | EXCAVATION PERMIT | | |
| | INDIVIDUAL PROJECT | \$189.00 | |
| | ANNUAL PERMIT (6X6 CUT OR LESS) | \$685.00 | |
| | PRINTING FEES | | |
| X | ISSUANCE FEE OF PERMIT | | \$23.00 |
| TOTAL | | | \$1,250.84 |

what is ECC

Twenty four hour notice must be given prior to commencing any work listed on this Public Works Permit. Work must be performed between the hours of 7:00 am and 6:00 pm, exclusive of Saturdays, Sundays, and holidays. Forms and subgrade must be inspected and approved by the Public Works Inspector before ordering PCC or AC. Sewers and other pipelines must be inspected and approved before backfilling. Failure to obtain approval before proceeding with work will result in rejection and a penalty. For inspection contact the Engineering Division at (951) 922-3130.

SIGNATURE [Signature] 9/10/18
CONTRACTOR OR AUTHORIZED REPRESENTATIVE
PERMIT APPROVED: [Signature]
CITY ENGINEER OR AUTHORIZED REPRESENTATIVE

NO WORK WILL BE PERFORMED ON SATURDAYS, SUNDAYS, OR CITY HOLIDAYS WITHOUT CLEARANCE AND APPROVAL BY THE ENGINEERING DIVISION.

PERMIT EXPIRES 180 DAYS FROM DATE OF ISSUANCE

Exhibit “D”

to the September 25, 2018, Regular Meeting Minutes

Vote Tracking Prop 218 Waste Rate Increase- Summary

250 – Verified protest votes for waste rate increase as of 11:00am – Tuesday, September 25, 2018

- 3 - Protest forms not counted due to lack of signature
- 2 - Protest forms returned as "not protesting"
- 4 - Protest forms received from non-owner tenants not paying waste rates
- 1 - Rates page received with no protest attached

- 20 - Notices returned by post office for address and/or unknown person
- 11 - Notices returned by post office as forwarding order expired, had a Banning address. Notices re-mailed on August 16, 2018.

Process used to validate and confirm each Protest Form received:

1. Received by City Clerk- stamped and initialed - locked up in City Clerk's vault.
2. Public Works Office Specialist was given Protest Forms to confirm utility account matched the name(s) on Protest Form and logged the Forms in by APN order on excel spreadsheet titled "Vote Tracking Prop 218 Waste Rate Increase". This allowed all vote tracking to be in APN order, easier to track duplicates. Each valid Protest Form was counted only once. If a property owner and their tenant both submitted a protest form, only one Protest Vote was logged.
3. The City Clerk put protest forms back into the City Clerk's vault at the end of each day.
4. The excel spreadsheet titled "Vote Tracking Prop 218 Waste Rate Increase" was reviewed by either the Utility Financial Analyst or City Manager Executive Assistant to confirm all Protest Forms received had been logged and counted for properly. They confirmed this by initialing each line.

Exhibit “E”

to the September 25, 2018, Regular Meeting Minutes

RATE COMPARISON

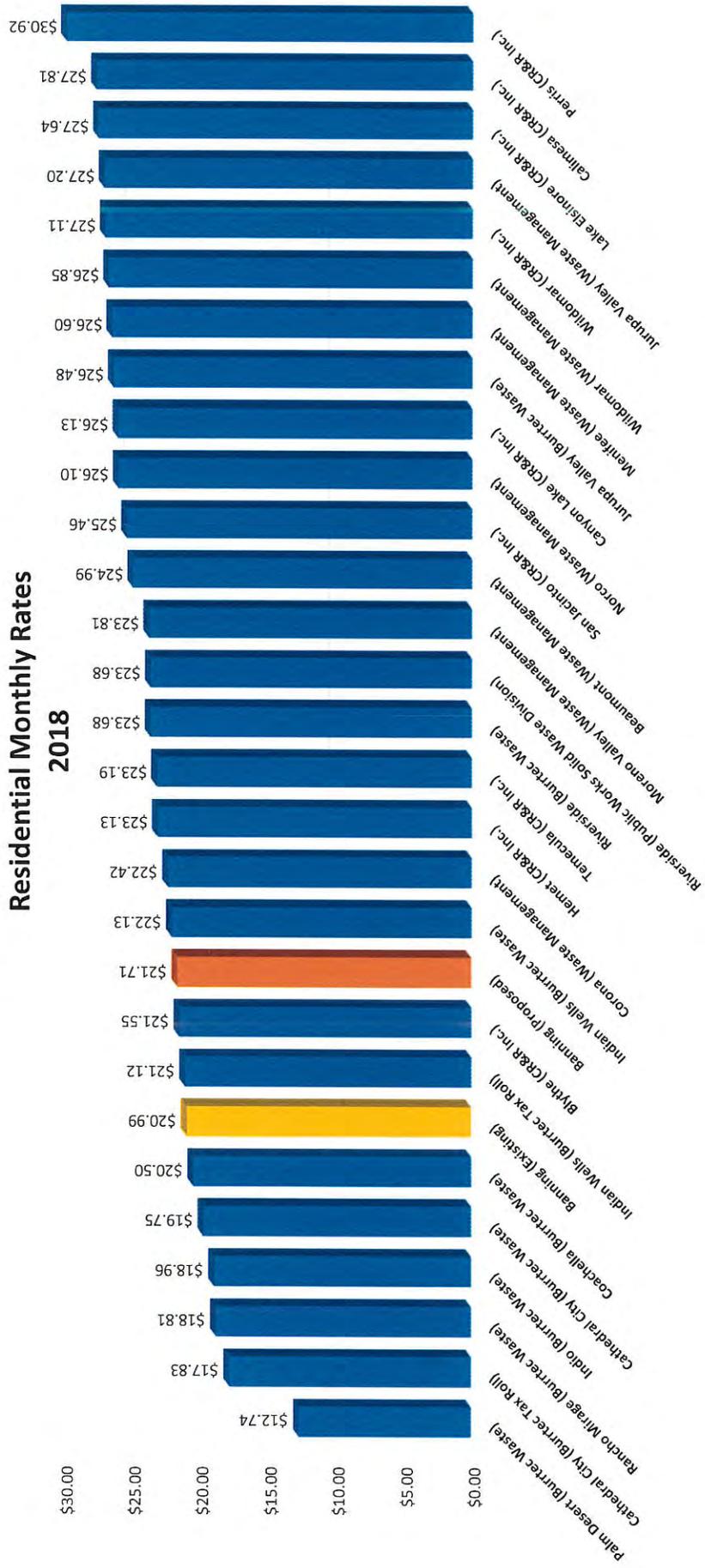


Exhibit “F”

to the September 25, 2018, Regular Meeting Minutes

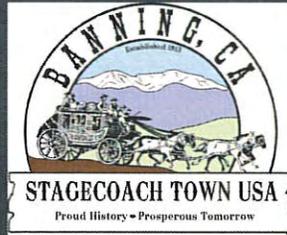
Banning 2018 Ballot Measures Informational Meeting Schedule

| | Location | Date | Time |
|------------|---|-------------|--|
| District 1 | Community Center 769 N. San Gorgonio Avenue | 10/10/2018 | 6:00 pm – 8:00 pm |
| District 2 | Banning High School 100 W. Westward Avenue | 10/16/2018 | 6:00 pm - 8:00 pm |
| District 3 | Sun Lakes Ballroom | 9/27/2018 | 10:30 am - 12:30 pm 6:00 pm - 8:00 pm |
| District 4 | Mountain Avenue Baptist Church 1325 N. Mountain Avenue | 10/30/2018 | 6:00 pm - 8:00 pm |
| District 5 | Nicolet Middle School 101 E. Nicolet Street | 10/24/2018 | 6:00 pm - 8:00 pm |

Exhibit “G”

to the September 25, 2018, Regular Meeting Minutes

Resolution 2018-118



Public Works Department – Fleet Division

9-25-18

Introduction

- Fleet inventory includes over 150 vehicles and approximately 100 support equipment items (e.g. utility trailers, mowers, generators, compressors, etc.).
- Sound practice in Fleet Management is to have a vehicle replacement program.
- Historically, the City has replaced a majority vehicles/equipment when the asset has become non-operational and/or the cost to repair far exceeds the value of the vehicle.

Benefits to a Fleet Replacement Program

- Reliability (e.g. limited downtime)
- Fuel efficiency
- Vehicles meet current safety requirements
- Most costly repairs done within warranty period
- Higher residual returns on vehicles sold
- Large repairs take staff away from important preventative maintenance activities

Options for Fleet Replacement

- Cash Purchase
 - Large upfront capital investment
- Debt Obligation (e.g. issuance of bonds)
- Leasing
 - Lease purchase
 - Open-ended (e.g. equity): City keeps vehicle equity at end of purchase
 - Close-ended: City walks away with no responsibility at end of the lease term.

Fleet Replacement Vehicles

- Focused on 59 light-duty vehicles
- Average age of 12.7 years
- 2 vehicles predate airbag standardization (1998)
- 40 vehicles predate anti-lock brake standardization (2007)
- 52 vehicles predate electronic stability control (2012)

The Interlocal Purchasing System (TIPS)

- National Cooperative Purchasing Program
- City is currently a member of TIPS
- Enterprise Fleet Management was awarded a contract with TIPS through a competitive process for Fleet Leasing and Management Services.

Enterprise Lease-Equity

- Lease term = 5 years per vehicle
 - Equity earned would be owned by the City and reinvested into the replacement vehicle
- Estimated savings of \$513,000 over 10 years in the procurement of replacement vehicles
- Estimated \$78,000/year reduction in maintenance costs
- Reduction in fueling expenditures due to fuel efficient vehicles
- Maintenance Service
 - Would allow Fleet Department staff to increase level of service on remaining vehicles

Enterprise Lease-Equity

- Fleet Replacement Program
 - 57 vehicles identified
 - Schedule includes replacing approximately 12 per year (5 year program)
 - 2018-2019 costs: \$124,564.74
 - Engineering, Streets, Water, Electric and Fleet Maintenance
 - 2018-2019 approved budget includes: \$110,514.
 - Appropriation needed to cover shortfall: \$14,050.74
- Recommendation
 - Approve a 5 Year Master Equity Lease Agreement with Enterprise Fleet Management
 - Approve required appropriations to cover shortfall
 - Declare the vehicles identified to be replaced as surplus
 - Approve utilizing the proceeds from the sale of surplus vehicles towards the leasing program

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL
FROM: Rochelle Clayton, Interim City Manager
PREPARED BY: Laurie Sampson, Executive Assistant
MEETING DATE: October 9, 2018
SUBJECT: Receive and File Contracts Approved Under the City Manager's Signature Authority for the Month of September 2018.

RECOMMENDATION:

Receive and file Contracts approved under the City Manager's signature authority for the Month of September 2018.

BACKGROUND:

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

ATTACHMENT:

- 1) List of Contracts approved by City Manager

Reviewed and Approved by:



Rochelle Clayton, Interim City Manager

ATTACHMENT 1

List of Contracts

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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: October 9, 2018
SUBJECT: Police Department Statistics for August 2018

RECOMMENDED ACTION:

This is an informational item and no Council action is required.

BACKGROUND:

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

JUSTIFICATION:

N/A

FISCAL IMPACT:

None

OPTIONS:

1. Approve as recommended

ATTACHMENTS:

1. Stats for August 2018

Approved by:

A handwritten signature in blue ink, appearing to be "RC", written over a horizontal line.

Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Police Stats for August 2018

BANNING POLICE DEPARTMENT
AUGUST, 2018

| CRIME | Aug-18 | Aug-17 | % CHGE | YTD-18 | YTD-17 | % CHGE |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PART 1 CRIMES | | | | | | |
| Homicide | 0 | 0 | 0% | 3 | 2 | 50% |
| Rape | 0 | 2 | -100% | 14 | 12 | 17% |
| Robbery | 2 | 1 | 100% | 17 | 11 | 55% |
| Assaults Agg/Simp | 21 | 25 | -16% | 190 | 223 | -15% |
| Burglary | 15 | 11 | 36% | 148 | 173 | -14% |
| Vehicle Theft | 10 | 11 | -9% | 71 | 98 | -28% |
| Larceny | 19 | 21 | -10% | 155 | 189 | -18% |
| OTHER | | | | | | |
| Narcotics | 19 | 33 | -42% | 195 | 249 | -22% |
| DUI | 1 | 5 | -80% | 16 | 27 | -41% |
| T/C Non-Injury | 24 | 22 | 9% | 151 | 155 | -3% |
| T/C Injury | 7 | 8 | -13% | 38 | 34 | 12% |
| T/C Fatal | 1 | 0 | 100% | 3 | 2 | 50% |
| Citations | 172 | 291 | -41% | 1962 | 1826 | 7% |
| Total Incidents | 2983 | 3658 | -18% | 24602 | 27330 | -10% |

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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/City Engineer
Tammi Phillips, Management Analyst

MEETING DATE: October 9, 2018

SUBJECT: Resolution 2018-121, Establishing a Pre-Approved Grant Writing Services Vendor List for the Remainder of Fiscal Year 2019 through Fiscal Year 2021

RECOMMENDED ACTION:

City Council adopt Resolution 2018-121 establishing a pre-approved grant writing services vendor list for the remainder of the current fiscal year through FY 2021.

BACKGROUND:

The Public Works Department is responsible for the management of capital improvement projects related to water, wastewater, streets and buildings and are regularly looking to secure funding for various projects. 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.

On August 3, 2018 and August 10, 2018 a publication was advertised in the Press Enterprise and on August 3, 2018 on PlanetBids.com notifying qualified firms of the opportunity to submit a proposal to provide the City with On-Call Grant Writing Services. One hundred twenty-four (124) firms were directly solicited. The Request for Proposals closed on August 23, 2018, with nine (9) consultants responding with proposals.

A three-person evaluation committee consisting of City staff members evaluated the proposals based on qualifications, experience, the ability to provide the requested services and rates.

Services requested will assist in applying for grant opportunities related to the planning, design and construction of project related to water, sewer, traffic/street, park and municipal building facilities.

Listed below are the top five scoring consultants along with their areas of expertise.

| CONSULTANT | SCORE |
|--|--------|
| Michael Baker International <ul style="list-style-type: none"> • Water • Transportation • Transit | 410 |
| Blais & Associates <ul style="list-style-type: none"> • Water programs • Transportation • Transit • Streets • Sustainability Planning | 426.67 |
| TKE Engineering, Inc. <ul style="list-style-type: none"> • Water Resources • Sewer • Active Transportation • Master Plans • Parks | 364.17 |
| Engineering Solutions Services, Inc. <ul style="list-style-type: none"> • Water & Water Treatment • Meters/AMI • Transit • Street Improvements • City Facilities • Parks • Master Plans | 363.33 |
| Carlson & Associates, LLC <ul style="list-style-type: none"> • Active Transportation • Safe Routes to School • Sustainability Planning | 354.17 |

JUSTIFICATION:

At times grant opportunities require staff to prepare and submit grant application within a short time period. 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:

There is no fiscal impact related to this resolution. The funding to provide grant writing services will be determined at the time of contract award within the allocated operational or project approved budget.

ALTERNATIVE:

Reject Resolution 2018-121, if rejected, staff can prepare project specific RFP's for grant writing services which will require additional staff hours to prepare RFPs and evaluate submitted proposals. A second option would be for staff to write and submit grants, which is challenging considering current workloads.

ATTACHMENTS:

1. Resolution 2018-121
2. Request for Proposals
3. Publication Notice
4. Firms Directly Solicited

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-121

RESOLUTION 2018-121

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING A PRE-APPROVED GRANT WRITING SERVICES VENDOR LIST FOR THE REMAINDER OF THE CURRENT FISCAL YEAR THROUGH FISCAL YEAR 2021

WHEREAS, the Public Works Department is responsible for the management (planning, design and construction) of capital improvement projects related to water, wastewater, streets and buildings and has identified a need for assistance to secure funding utilizing professional grant writing services; and

WHEREAS, on August 3, 2018 and August 10, 2018 a publication was advertised in the Press Enterprise notifying qualified grant writing firms of the opportunity to submit a proposal and provide the City with On-Call Grant Writing Services; and

WHEREAS, the request was also published on PlanetBids.com and one hundred twenty-four (124) firms were directly solicited with nine (9) firms responding and submitting proposals; and

WHEREAS, an evaluation committee consisting of three City staff members evaluated the proposals based on qualifications, experience, the ability to provide the requested services and rates; and

WHEREAS, as part of the evaluation process, the top five firms were identified as having the ability to provide the requested services and as a result staff has recommended the approval of the following list of vendors:

Michael Baker International
Blais & Associates
TKE Engineering, Inc.
Engineering Solutions Services, Inc.
Carlson & Associates, LLC

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

The City Council adopts Resolution 2018-121 establishing a pre-approved professional Grant Writing Services vendor list established through a formal request for proposals for various Public Works projects for the remainder of the current fiscal year through fiscal year 2021.

PASSED, APPROVED AND ADOPTED this 9th day of October, 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 2018-121, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Request for Proposal



REQUEST FOR PROPOSAL

FOR

19-002

On-Call Grant Writing Services

CITY OF BANNING

Public Works Department

99 East Ramsey Street

Banning, California 92220

Released on August 03, 2018

REQUEST FOR PROPOSAL (RFP) NO. 19-002

On-Call Grant Writing Services

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 On-Call Grant Writing Services.

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 #19-002 On-Call Grant Writing Services, on or before the hour of 10:00 a.m. on August 23, 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 PlanetBids, 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 and acknowledge any and all addenda, 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 Gorgonio and Mt. San

Jacinto, the two 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 | August 3, 2018 |
| Deadline for Written Questions | August 10, 2018 by 3:00 p.m. |
| Responses to Questions Posted on Web | August 16, 2018 by 5:00 p.m. |
| Proposals are Due | August 23, 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 City of Banning seeks proposals from qualified firms to provide professional, on-call Grant Writing Services. A pool of grant writers will be developed to provide grant writing and proposal/application support for the City.

Qualified firms shall have experience in municipality grant writing and submission experience in Federal, State, foundations, agencies and organizations that support the City's funding needs and priorities. Specifically, firms should have experience in at least one of the following areas: State Revolving Fund, Integrated Regional Water Management Planning and Implementation grants, Senate Bill – 1, Highway Safety Improvement Program, Active Transportation Plans, Bureau of Reclamation grants, State Water Resources Control Board grants, and Department of Transportation grants.

Following are the types of projects to be funded:

- Water improvements
- Sewer improvements
- Street improvements
- Park improvements
- Municipal facility improvements (i.e. buildings, fuel stations, etc.)

It is not necessary that a firm have expertise in all of the types of projects listed. Firms will be asked to provide a Flat rate fee proposal (ex: per project flat fee and method of determination) and Services priced by task or deliverables (if applicable) as Grant opportunities are presented.

Scope of work

- a) Identify and prioritize City projects in need of grants/funding
- b) Identify grant/funding sources and opportunities
- c) Prepare grant/funding applications
- d) Assist in preparing a long-range grant/funding application program
- e) Provide administration and reporting for awarded grants/funds
- f) Provide monthly reports to the City summarizing the amount of time expended, describe activities undertaken during previous month, and status of those activities.

Selection of Writers from Pool

Once the pool of writers is established, grant writers will be matched with grant proposals on an as needed basis. City staff will contact members from the approved pool regarding interest, experience, availability and cost to provide grant writing services as specific projects arise.

Compensation

Pool members will be compensated on a per grant written/submitted basis. Amount per grant will vary by project and will be contingent on a mutually agreed upon scope of services and cost structure. When responding to this RFP, provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work section.

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, excluding 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. Provide a list of tasks and deliverables to be performed during a typical Grant writing Services project. 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. 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**

Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

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.

For the purpose of evaluating the proposals, Provide a Cost Proposal detailing a Schedule of Billing Rates. (Exhibit A).

- The Schedule of costs and fees shall include current fee schedules, personnel wage rate sheets and other costs.
- Specific hourly rates for each class of employee/specialist.
- Requested expenses.

- **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 lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----40%

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-----20%

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. ---15%

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 September 3, 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.

EXHIBIT A

Pricing Proposal Form

RFP #19-002 On-Call Grant Writing Services

Provide hourly rates, along in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all request for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA. All items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

| Employee Name & Title | Hourly Rate | Overtime Rate |
|-----------------------|-------------|---------------|
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |

| Requested Expenses | Unit | Unit Price |
|--------------------|------|------------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

ATTACHMENT 3

Publication Notice

City of Banning

Request for Proposals for RFP #19-002 On-Call Grant Writing Services

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 #19-002 On-Call Grant Writing Services, on or before the hour of 10:00 a.m. on August 23, 2018. It shall be the responsibility of the offeror 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.

QUESTIONS REGARDING PROPOSAL: Any questions pertaining to this Request for Proposal shall be submitted through PlanetBids. Deadline for submittal of bid Request for Information (RFIs) is August 10, 2018 by 3:00 p.m. local time.

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

SEALED BIDS DUE: August 23, 2018 and opened publicly online only at 10:00 a.m.

If you have additional questions, please contact Jorge Uribe, via online bid system.

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

CITY OF BANNING, CALIFORNIA

Dated: 08/03/18 and 08/10/18

/s/ Jorge Uribe
Buyer

ATTACHMENT 4

Firms Directly Solicited

Notified Bidders for Project On-Call Grant Writing Services (19-002)

| Company Name | Address | Address 2 | City | State | ZipCode |
|-------------------------------------|--|----------------------------|------------------|-------|---------|
| ADVANTEC Consulting Engineers, Inc. | 1200 Roosevelt | | Irvine | CA | 92620 |
| AQUALITY Engineering, Inc. | 145 Bonita Street, Unit E | | Arcadia | CA | 91006 |
| ASSET Laboratories | 11110 Artesia Blvd Suite B | | Cerritos | CA | 90703 |
| AWIS CORPORATION | 16760 Multiview Drive | | Lake Mathews | CA | 92570 |
| AirX Utility Surveyors, Inc. | 5191 Mayberry Ave. | | Rancho Cucamonga | CA | 91737 |
| Albert A. Webb Associates | 3788 McCray Street | | Riverside | CA | 92506 |
| Albert Grover & Associates | 211 Imperial Hwy | Ste 208 | Fullerton | CA | 92835 |
| All Weather, Inc. | 1165 National Drive | | Sacramento | CA | 95834 |
| Alta Environmental | 3777 Long Beach Blvd | | Long BEach | CA | 90807 |
| Annealta Group | 4952 Warner Ave, Ste 227 | | Huntington Beach | CA | 92649 |
| Applied EarthWorks, Inc. | 133 N. San Gabriel Blvd. | Suite 201 | Pasadena | CA | 91107 |
| Architerra Inc. | 10221-A Trademark Street | | Rancho Cucamonga | CA | 91730 |
| Aspen Environmental Group | 5020 Chesebro Road | Suite 200 | Agoura Hills | CA | 91301 |
| BRC-Equals3, Inc. | 685 North 1st Street, Suites 209 & 213 | Historical Harvey Building | Barstow | CA | 92311 |
| Barnes and Thornburg, LLP | 2029 Century Park East, Ste. 300 | | Los Angeles | CA | 90067 |
| Bloom Biological, Inc. | 13611 Hewes Ave. | | Santa Ana | CA | 92705 |
| Boretti, Inc | 2414 N Leila Street | | Visalia | CA | 93291 |
| Brierley Associates Corporation | 6355 Topanga Canyon Blvd | Suite 502 | Woodland Hills | CA | 91367 |
| CSW Funding LLC | 2741 Lemon Grove Ave 202 | | Lemon Grove | CA | 91945 |
| CValdo Corporation | 4901 Morena Blvd., Ste. 1110 | | San Diego | CA | 92117 |
| Carollo Engineers, Inc. | 3150 Bristol Street | Suite 500 | Costa Mesa | CA | 92626 |
| Cavanaugh & Associates, P.A. | 530 N. Trade St. | Ste.302 | Winstom Salem | NC | 27101 |
| Chabin Concepts, Inc. | 2515 Ceanothus Avenue, Ste 100 | | Chico | CA | 95973 |
| Chambers Group, Inc | 5 hutton centre drive | | santa ana | CA | 92707 |
| Charles Abbott Associates, inc. | 27401 Los Altos, Ste. 220 | | Mission Viejo | CA | 92691 |
| Citygate Associates, LLC | 2250 East Bidwell Street | | Folsom | CA | 95630 |
| Converse Consultants | 2021 Rancho Drive, Suite 1 | | Redlands | CA | 92373 |
| CoreLogic Solutions, LLC | 40 Pacifica, Suite 900 | | Irvine | CA | 92618 |
| D'Vega Builders, Inc. | 10180 Berkshire Dr. | | Riverside, | CA | 92509 |
| D-Max Engineering, Inc. | 7220 Trade Street, Suite 119 | | San Diego | CA | 92121 |
| DeWalt Corporation | 1930 22 Street | | Bakersfield | CA | 93301 |
| Deodate Corporation | 1000 E Walnut St., Ste. 202 | | Pasadena | CA | 91106 |
| Dirtonu, Inc. | 1151 Duryea Avenue | | Irvine | CA | 92672 |
| Dokken Engineering | 110 Blue Ravine Road | Suite 200 | Folsom | CA | 95630 |
| EC & AM Associates | 3333 S. Brea Canyon Rd. | Ste 120 | Diamond Bar | CA | 91765 |
| ECORP Consulting, Inc. | 1801 Park Court Place | Building B, Suite 103 | Santa Ana | CA | 92701 |
| EEC Environmental | 1 City Blvd W. STE 1800 | | Orange | CA | 92868 |

| | | | | | |
|---|---------------------------------|---------------|-----------------|----|-------|
| Eadie and Payne, LLP | 1839 W. Redlands Blvd. | | Redlands | CA | 92373 |
| Ederock Technology Partners | 4010 W Boy Scout Blvd | Suite 640 | Tampa | FL | 33607 |
| Entech Northwest, Inc. | 43410 Business Park Drive | | Temecula | CA | 92590 |
| Entram Corp | 24123 Peahcland Blvd | | Port Charlotte | FL | 33954 |
| Environmental Klean-Up | 19069 Van Buren Blvd. | Suite 114-385 | Riverside | CA | 92508 |
| Environmental Science Associates | 626 Wilshire Blvd. Suite 1100 | | Los Angeles | CA | 90017 |
| Fugro | 17752 Sky Park Circle Suite 240 | | Irvine | CA | 92614 |
| G&G Environmental Compliance | 5053 La Mart Drive | Suite 203 | Riverside | CA | 92507 |
| G3SoilWorks | 350 Fischer Ave | | Costa Mesa | CA | 92626 |
| Gandini Group, Inc. | 550 Parkcenter Drive | Suite 202 | Santa Ana | CA | 92705 |
| Good Karma Multimedia Design | 3146 Spring Creek Drove | | Santa Rosa | CA | 95405 |
| Griffin Structures, Inc. | 2 Technology Drive, Suite 150 | | Irvine | CA | 92618 |
| Ground Service Technology, Inc. | 1348 La Mirada Drive | | San Marcos | CA | 92078 |
| HF&H Consultants, LLC | 201 N Civic Dr | Suite 230 | Walnut Creek | CA | 94596 |
| HR Green Pacific, Inc. | 8710 Earhart LN SW | | Cedar Rapids | IA | 52404 |
| Health Science Associates | 10771 Noel Street | | Los Alamitos | CA | 90720 |
| Herbert P. Sears Co., INC. | 2000 18th Street | | Bakersfield | CA | 93301 |
| Innovative Federal Strategies | 511 C Street NE | | Washington D.C. | DC | 20002 |
| Intellibind Technologies | 14520 Wunderlich Drive | | Houtons | TX | 77069 |
| JLL | 2141 Rosecrans Ave | Suite 6100 | El Segundo | CA | 90245 |
| Jericho Systems, Inc | 47 1st Street | Suite 1 | Redlands | CA | 92373 |
| Judith Carey-Fisher | 2828 Ladoga Ave. | | Long Beach | CA | 90815 |
| Kosmont & Associates, Inc. | 1601 N. Sepulveda Blvd., #382 | | Manhattan Beach | CA | 90266 |
| Kyle Groundwater, Inc. | 557 E. Pasadena St., Ste 2 | | Pomona | CA | 91767 |
| LSA Associates, Inc. | 1500 Iowa Avenue | Suite 200 | Riverside | CA | 92507 |
| Lechowicz & Tseng Municipal Consultants | PO Box 3065 | | Oakland | CA | 94609 |
| Lexipol LLC | 16755 Von Karman Ave | Sutie 250 | Irvine | CA | 92606 |
| MHW Constructors / Stantec Construction Group | 300 N. Lake Ave. | | Pasadena | CA | 91101 |
| MSW Consultants | 27393 Ynez Road | Suite 259 | Temecula | CA | 92591 |
| McAlister GeoScience | 5030 E 2nd Street, Suite 200 | | Long Beach | CA | 90803 |
| Michael Baker International | 3760 Kilroy Airport Way #270 | | Long Beach | CA | 90806 |
| Michael Baker International | 9755 Clairemont Mesa Blvd. | | San Diego | CA | 92124 |
| Moss Adams LLP | 999 3rd Ave, Suite 2800 | | Seattle | WA | 98104 |
| Nancy K Bohl Inc | 1881 Business Center Dr. | Ste. 11 & 12 | San Bernardino | CA | 92408 |
| National Elevator Inspection Services, Inc. | 11973 Westline Industrial Drive | Suite 100 | St. Louis | MO | 63146 |
| Next Generation Technology Inc | 6060 N Central Expressway | Suite 560 | Dallas | TX | 75206 |
| Northwest Hydraulic Consultants Inc. | 80 S. Lake Ave., Suite 800 | | Pasadena | CA | 91101 |
| Pacifica Services, Inc. | 106 South Mentor Avenue | Suite 200 | Pasadena | CA | 91106 |
| Paleo Solutions, Inc. | 911 S Primrose Ave. Unit N | | Monrovia | CA | 91016 |

| | | | | |
|--|------------------------------------|-----------------------|----|-------|
| Panache Engineering Inc. | 150N Santa Anita Ave, Suite 300 | Arcadia | CA | 91006 |
| Parsons | 100 W Walnut St | Pasadena | CA | 91124 |
| Petra Geosciences, Inc | 3186 Airway Avenue | Costa Mesa | CA | 92626 |
| Petralogix Engineering Inc. | 26675 Bruella Rd. | Galt | CA | 95632 |
| Pinnacle1 | 3109 Cornelius Drive | Bloomington | IL | 61704 |
| PlaceWorks, Inc. | 3 MacArthur Place, Suite 1100 | Santa Ana | CA | 92707 |
| PrimeSource PM, LLC | 655 Deep Valley Drive, Suite 335 | Rolling Hills Estates | CA | 90274 |
| RADgov, Inc. | 6750 N. Andrews Ave. | Fort Lauderdale | FL | 33309 |
| RSG, Inc. | 309 W 4th Street | Santa Ana | CA | 92701 |
| RWDI USA LLC | 421 SW 6th Avenue, Suite 450 | Portland | OR | 97204 |
| Rahban CPA & Consulting Inc | 1070 Casiano Road | Los Angeles | CA | 90049 |
| Raymundo Engineering Co., Inc. | Po Box 30425 | Walnut Creek | CA | 94598 |
| Robert Half | 3633 Inland Empire Blvd | Ontario | CA | 91764 |
| SA Associates | 1130 W. Huntington Drive, Unit 12 | Arcadia | CA | 91007 |
| SCST, Inc. | 1130 Palmyrita Avenue, Suite 330A | Riverside | CA | 92507 |
| SOAR Technologies, Inc. | 14961 NE 95th Street | Redmond | WA | 98052 |
| SUPLOG LLC | 5785 Blazing Star Ln | San Diego | CA | 92130 |
| Servexo Protective Services | 879 W 190th Street | Gardena | CA | 90248 |
| Sjoberg Evashenk Consulting | 455 Capitol Mall, Suite 700 | Sacramento | CA | 95819 |
| SoCal Stormwater Runoff Solution Services Inc. | 14930 Ventura Blvd Suite #310 | Sherman Oaks | CA | 91403 |
| TEAM INDUSTRIAL SERVICES | 13131 DAIRY ASHFORD | SUGAR LAND | TX | 77478 |
| TMG Utility Advisory Services, Inc. | 388 Feathergrass Drive | Buda | TX | 78610 |
| TSG Enterprises, Inc. | 131 N. El Molino Avenue, Suite 100 | Pasadena | CA | 91101 |
| Templeton Planning Group | 20250 SW Acacia St, Ste 260 | Newport Beach | CA | 92660 |
| Terra Nova Planning & Research, Inc. | 42635 Melanie Place | Palm Desert | CA | 92211 |
| Tetra Tech | 17885 Von Karman Ave | Irvine | CA | 92705 |
| Tetra Tech | 3201 airport drive, suite 108 | santa maria | CA | 93455 |
| Tetra Tech, Inc. | 3475 E. Foothill Blvd. | Pasadena | CA | 91107 |
| The Altum Group | 73710 Fred Waring Dr | Palm Desert | CA | 92260 |
| The Maher Corporation | 2 Venture, Suite 500 | Irvine | CA | 92618 |
| The Seville Group, Inc. | 600 S. Lake Ave | Pasadena | CA | 91106 |
| The Thomsen Company, Inc. | 2587 South San Jacinto Avenue | San Jacinto | CA | 92583 |
| Thermal Energy Solutions, inc. | 1000E 21st street. | Bakersfield | CA | 93305 |
| Thomas Harder & Co. Groundwater Consulting | 1260 N. Hancock St. | Anaheim | CA | 92807 |
| Tory Walker Engineering | 122 Civic Center Drive, Ste. 206 | Vista | CA | 92084 |
| Total Package Professional Services | 2356 Moore Street, Suite 205 | San Diego | CA | 92110 |
| Transportation Management and Design (TMD) | 1902 Wright Pl | Carlsbad | CA | 92008 |
| Troy & Banks, Inc. | 2216 Kensington Avenue | Buffalo | NY | 14226 |
| US Tech Solutions, Inc. | 10 Exchange Place, Suite #1710 | Jersey City | NJ | 7302 |

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|---|------------------------------------|-----------|---------------|----|-------|
| UTILITY COST MANAGEMENT LLC | 1100 W. SHAW AVENUE | SUITE 126 | FRESNO | CA | 93711 |
| United-Heider Inspection Group | 22620 Goldencrest Drive, Suite 112 | | Moreno Valley | CA | 92553 |
| Utility Sales Management | 8550 Ulminton Rd | Suite 160 | Largo | FL | 33771 |
| Watearth, Inc. | 445 South Figueroa | Ste 3128 | Los Angeles | CA | 90071 |
| West Consultants, Inc. | 2601 NE 25th St SE | | Salem | OR | 97302 |
| Whitson Contracting & Management, Inc. | 11021 Via Frontera, Suite E | | San Diego | CA | 92127 |
| Wood Environment & Infrastructure Solutions, Inc. | 121 Innovation Drive | Suite 200 | Irvine | CA | 92617 |
| Woodard & Curran | 2175 N. California Boulevard | Ste. 315 | Walnut Creek | CA | 94596 |
| Zolon Tech, Inc. | 13921 Park Center Road, Suite 500 | | Herndon | VA | 20171 |



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

PREPARED BY: Laurie Sampson, Executive Assistant

MEETING DATE: October 9, 2018

SUBJECT: Review and Discuss Sending a Letter to Senator Dianne Feinstein Requesting Legislative Assistance for the Substitution of Census Tract 438.13 in Place of Census Tract 442 as a Designated Opportunity Zone.

RECOMMENDED ACTION:

The City Council review and discuss sending a letter to Senator Dianne Feinstein requesting legislative assistance for the substitution of Census tract 438.13 in place of Census Tract 442 as a Designated Opportunity Zone

JUSTIFICATION:

We have been advised by the Department of Treasury that there is not a process for making this simple swap administratively. Therefore, we are requesting help in making the change legislatively and request Senator Feinstein include language in the Fiscal Year 2019 Financial Services Appropriations bill to accomplish this critical change to help with the ongoing effort to bring new jobs, businesses and opportunity to the City of Banning.

BACKGROUND:

Opportunity Zones is a federal incentive that was enacted at the end of 2017 through the Tax Cuts and Jobs Act. The program provides an opportunity for the governor of each state to designate up to 25 percent of census tracts statewide that have poverty rates of 20% or more or if the census tract contains median family incomes of 80% or less than the statewide family median income. Between March and May 2018, the state evaluated, conducted a public comment period, and submitted to the U.S. Department of the Treasury, a list of 879 census tract for final designation. Since the census tracts

have been certified by the U.S. Department of Treasury, the state Governor would be required to petition a change in designation.

The program itself was designed with the intent to encourage long term investment in low-income communities (by census tract designation). It is accomplished by providing a tax incentive for investors to re-invest capital gains into "Opportunity Funds". The tax incentive is deferral of taxes on the capital gains (or profits from sale of business investments) if the profits are deposited into the Opportunity Fund. The Opportunity Fund is a vehicle for commercial and residential lending. For entities to invest in an Opportunity Fund, for at least five years, the tax liability on their capital gains is reduced by 10% for example, a business entity that sold land and made a profit (from when it was originally purchased) of \$1,000,000 and had a capital gains tax liability of 39%, or \$390,000, could reduce the liability in five years down to \$351,000. This would effectively increase their net profit by reducing the tax liability basis by \$39,000. For entities electing to keep their capital gains invested longer, after 7 years, the tax liability of the capital gains drops to 85% of the original amount.

The State previously nominated Opportunity Zone population census tracts that have since been designated by the Department of the Treasury. However, the time frame for commenting on the nominated qualifying tracts was very short and we did not fully understand the significance of the designation. Unfortunately, the State mistakenly nominated census tract 442.00 which does not have many opportunities for investment. We subsequently came to realize that the Opportunity Zone could attract new businesses and is not just an investment in rehabilitation. The amount of undeveloped land in tract 438.13 gives Banning the opportunity to attract large job centers for logistics, office and retail users.

FISCAL IMPACT:

None

OPTIONS:

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

ATTACHMENTS:

1. Letter to Senator Feinstein
2. Existing Opportunity Zone Map
3. Proposed Opportunity Zone Map

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Letter to Senator Feinstein



CITY OF BANNING

99 E. Ramsey Street · P.O. Box 998 · Banning, CA 92220 · (951) 922-4840

OFFICE OF THE MAYOR

September 25, 2018

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Bldg.
Washington, D.C. 20510

Dear Senator Feinstein,

Opportunity Zones are a vital new economic development tool that Congress authorized as part of last year's tax bill. We look forward to working with private investors and utilizing this new authority to attract new businesses that will create new jobs within the City of Banning, California.

As Mayor of Banning I am requesting your assistance to correct our previously selected tract designation for the Opportunity Zone program. We are asking for a substitution of tract 438.13, the correct and qualifying population census tract in our City, for the previously nominated and subsequently designated census tract 442.00. This change will help make an important difference in Banning's future as the new census tract 438.13 includes areas within the City and our Sphere of Influence which have significant potential.

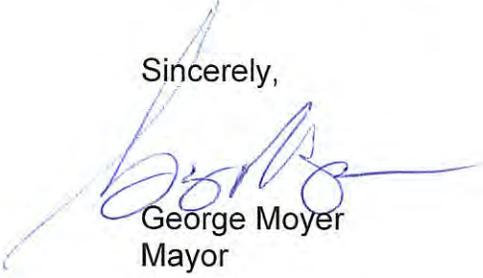
The State previously nominated Opportunity Zone population census tracts that have since been designated by the Department of the Treasury. However, the time frame for commenting on the nominated qualifying tracts was very short and we did not fully understand the significance of the designation. Unfortunately, the State mistakenly nominated census tract 442.00 which does not have many opportunities for investment. We subsequently came to realize that the Opportunity Zone could attract new businesses and is not just an investment in rehabilitation. The amount of undeveloped land in tract 438.13 gives Banning the opportunity to attract large job centers for logistics, office and retail users. The designation of population census tract 438.13 would be a more dynamic and effective choice for inclusion in the Opportunity Zone program. The City is strongly in support of this substitution, as is the State of California. After such substitution, we would continue to meet all of the requirements under the statute. Moreover, the effect of adding tract 438.13 and removing tract 442.00 by substitution on a specific date would appropriately leave Banning with two nominated tracts for consideration, as was intended.

In order to correct this mistake, we ask for your support to substitute tract 438.13 for 442.0. We have learned that Senator Dean Heller was able to make a similar change administratively in his home state of Nevada. We are asking that we be afforded the same

accommodations to accomplish this critical change to help with the ongoing effort to bring new jobs, businesses and opportunity to the City of Banning.

We believe that our requested change, while minor in scope, will generate the significant positive and transformational benefits for our community that Congress intended. Thank you for your consideration of this important request. We are happy to provide any additional information on these two population census tracts that you may need to assist us with this request.

Sincerely,



George Moyer
Mayor

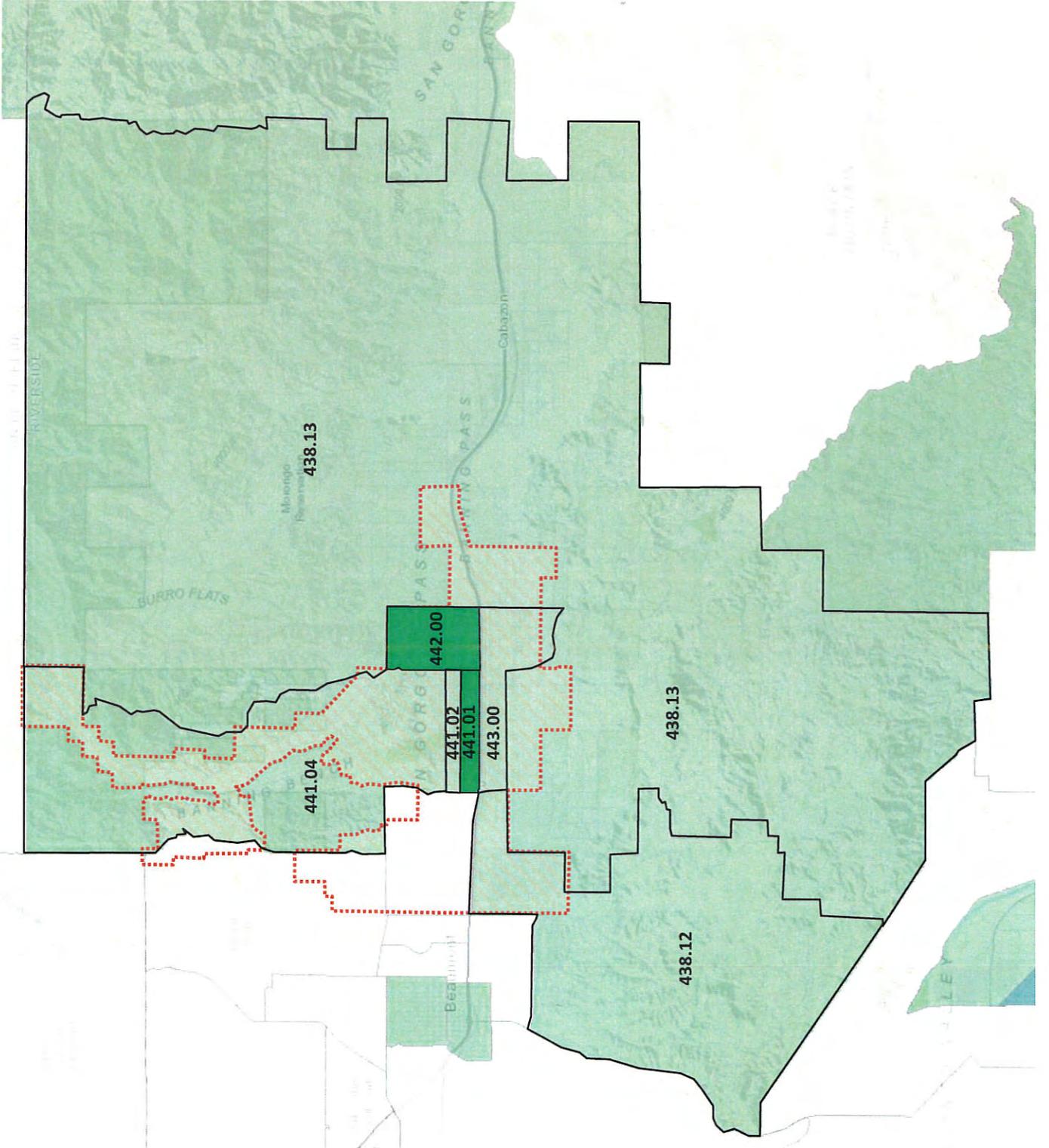
ATTACHMENT 2

Existing Opportunity Zone Map

ATTACHMENT 3

Proposed Opportunity Zone Map

-  City of Banning
-  NMTC Qualified Tracts
-  Designated Qualified Tracts



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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: October 9, 2018

SUBJECT: Resolution 2018-132 Approving the Second Amendment to the 2016 -2019 Memorandum of Understanding (“MOU”) Between the City of Banning and the Banning Police Officer’s Association (“BPOA”) for the remainder of the MOU Term.

RECOMMENDATION:

Adoption of Resolution 2018-132 approving the second amendment to the 2016-2019 Memorandum of Understanding (“MOU”) between the City of Banning (“City”) and the Banning Police Officer’s Association (“BPOA”) for the remainder of the MOU term though March 27, 2019.

JUSTIFICATION:

Section 3505.1 of the Meyers-Milias-Brown Act provides that "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding". Once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

BACKGROUND:

The City and BPOA entered into an MOU effective March 28, 2016 through March 27, 2019. Article 29.1 of the BPOA 2016-2019 MOU states “During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any

subject or matter whether or not referred to in this MOU, unless mutually agreed to otherwise.” The City and BPOA mutually agreed to the need for this amendment based on the following.

Due to the several vacancies in the Police Department, staff recommended and Council approved immediate action at the September 25, 2018 City Council meeting, 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.

Council approved the recommended alternative – an 8.5% increase to the salary schedule and 4% Employer Paid Member Contribution (“EPMC”). The EPMC may entail system modifications and an amendment to the PERS agreement, so the implementation shall not be equivalent to the 8.5% salary schedule increase, which will be effective retroactive to the approval on September 25, 2018.

OPTIONS:

1. Ratify the Tentative Agreement and second Amendment to the BPOA 2016-2019 MOU with adoption of Resolution 2018-132.
2. Do not ratify the Tentative Agreement and second Amendment to the BPOA 2016-2019 MOU, and provide direction.

FISCAL IMPACT:

The negotiated changes result in a fiscal impact to the General Fund in FY18-19 of approximately \$200,000 for BPOA and BPMA Unit Members.

ATTACHMENTS:

1. Resolution 2018-132 (including the Tentative Agreement for the 2nd Amendment to the BPOA 2016-2019 MOU)

Approved by:



Rochelle Clayton, Interim City Manager

ATTACHMENT 1

**Resolution 2018-132
(Including the Tentative
Agreement for the 2nd
Amendment to the BPOA
2016-2019 MOU)**

RESOLUTION 2018-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TENTATIVE AGREEMENT FOR THE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING POLICE OFFICERS' ASSOCIATION AND THE CITY OF BANNING FOR THE PERIOD OF MARCH 28, 2016 THROUGH MARCH 27, 2019

WHEREAS, the City of Banning ("City") has formally recognized the Banning Police Officers' Association ("BPOA") as the exclusive employee organization for the police bargaining unit; and

WHEREAS, the Memorandum of Understanding between the City and the BPOA was adopted on March 22, 2016; and

WHEREAS, the City and BPOA have successfully met and conferred to negotiate an amendment to the 2016-2019 BPOA Memorandum of Understanding ("MOU") for the remainder of the effective period through March 27, 2019 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1: That the City Council approves the Tentative Agreement for a Second Amendment to the MOU between the City and the Banning Police Officers' Association for the remainder of the effective period, through March 27, 2019, a fully executed copy of which is attached hereto and by this reference made a part herof.

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

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-132 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**TENTATIVE AGREEMENT FOR A SECOND AMENDMENT TO THE
ADOPTED MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF MARCH 28, 2016 – MARCH 27, 2019**

**Between
The City of Banning and
The Banning Police Officer's Association**

September 24, 2018

1. All terms and conditions of the Memorandum of Understanding ("MOU") between the City and the Banning Police Officer's Association ("BPOA") for the period of March 28, 2016 through March 27, 2019 shall continue unless expressly modified or changed herein. Such modifications herein shall be effective September 24, 2018 and retroactive upon implementation of CalPERS EPMC.
2. Article 12.1 – All BPOA represented Unit members shall receive a salary increase of eight and one half percent (8.5%) of base pay for the period of September 24, 2018 through March 27, 2019.
3. Article 22.1 (a) Contributions to CalPERS – All CalPERS Classic employees are responsible for paying their contributions for their respective retirement plans to CalPERS at 5% and the City of Banning is responsible for paying their contributions for their respective retirement plans at 4%, to total the required 9% required employee contribution.

SIGNATURES:

CITY OF BANNING

**BANNING POLICE OFFICER'S
ASSOCIATION**



Rochelle Clayton, Interim City Manager

Alberto Felix, President

Eric Campa, Member

**City of Banning
Police Officers**
2.5506% Between Steps
Effective 3/28/2018

EXHIBIT "B"

| <u>Job Title</u> | <u>Grade</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> | <u>Step 11</u> | <u>Step 12</u> | <u>Step 13</u> |
|------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| Police Officer | Hourly | 28,991.7 | 29,731.2 | 30,489.5 | 31,267.2 | 32,064.7 | 32,882.5 | 33,721.2 | 34,581.3 | 35,463.4 | 36,367.9 | 37,295.5 | 38,246.8 | 39,222.3 |
| | Biweekly | 2,319.34 | 2,378.50 | 2,439.16 | 2,501.38 | 2,565.18 | 2,630.60 | 2,697.70 | 2,766.51 | 2,837.07 | 2,909.43 | 2,983.64 | 3,059.74 | 3,137.78 |
| | Annual | 60,302.83 | 61,840.91 | 63,418.23 | 65,035.77 | 66,694.58 | 68,395.69 | 70,140.19 | 71,929.18 | 73,763.81 | 75,645.23 | 77,574.64 | 79,553.26 | 81,582.34 |
| Police Corporal | Hourly | 32,001.5 | 32,817.7 | 33,654.8 | 34,513.2 | 35,393.5 | 36,296.2 | 37,222.0 | 38,171.4 | 39,145.0 | 40,143.4 | 41,167.3 | 42,217.3 | 43,294.1 |
| | Biweekly | 2,560.12 | 2,625.42 | 2,692.38 | 2,761.06 | 2,831.48 | 2,903.70 | 2,977.76 | 3,053.71 | 3,131.60 | 3,211.47 | 3,293.39 | 3,377.39 | 3,463.53 |
| | Annual | 66,563.15 | 68,260.91 | 70,001.97 | 71,787.44 | 73,618.45 | 75,496.17 | 77,421.77 | 79,396.49 | 81,421.58 | 83,498.32 | 85,628.02 | 87,812.05 | 90,051.79 |
| Police Sergeant | Hourly | 38,040.2 | 39,010.4 | 40,005.4 | 41,025.8 | 42,072.2 | 43,145.3 | 44,245.8 | 45,374.3 | 46,531.6 | 47,718.4 | 48,935.5 | 50,183.7 | 51,463.7 |
| | 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 | 3,817.48 | 3,914.84 | 4,014.70 | 4,117.09 |
| | Annual | 79,123.54 | 81,141.67 | 83,211.26 | 85,333.65 | 87,510.17 | 89,742.21 | 92,031.17 | 94,378.52 | 96,785.74 | 99,254.35 | 101,785.93 | 104,382.09 | 107,044.46 |

**City of Banning
Police Officers**
2.5506% Between Steps
Effective 9/24/2018

EXHIBIT "B"

| <u>Job Title</u> | <u>Grade</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> | <u>Step 11</u> | <u>Step 12</u> | <u>Step 13</u> |
|------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| Police Officer | Hourly | 31,4560 | 32,2584 | 33,0811 | 33,9249 | 34,7902 | 35,6776 | 36,5876 | 37,5208 | 38,4778 | 39,4592 | 40,4656 | 41,4977 | 42,5562 |
| | Biweekly | 2,516.48 | 2,580.67 | 2,646.49 | 2,713.99 | 2,783.22 | 2,854.20 | 2,927.00 | 3,001.66 | 3,078.22 | 3,156.73 | 3,237.25 | 3,319.82 | 3,404.49 |
| | Annual | 65,428.57 | 67,097.39 | 68,808.78 | 70,563.81 | 72,363.62 | 74,209.32 | 76,102.10 | 78,043.16 | 80,033.73 | 82,075.07 | 84,168.48 | 86,315.28 | 88,516.84 |
| Police Corporal | Hourly | 34,7216 | 35,6073 | 36,5155 | 37,4468 | 38,4019 | 39,3814 | 40,3859 | 41,4160 | 42,4723 | 43,5556 | 44,6665 | 45,8058 | 46,9741 |
| | Biweekly | 2,777.73 | 2,848.58 | 2,921.24 | 2,995.75 | 3,072.15 | 3,150.51 | 3,230.87 | 3,313.28 | 3,397.79 | 3,484.45 | 3,573.32 | 3,664.46 | 3,757.93 |
| | Annual | 72,221.02 | 74,063.09 | 75,952.14 | 77,889.38 | 79,876.02 | 81,913.34 | 84,002.62 | 86,145.19 | 88,342.41 | 90,595.67 | 92,906.41 | 95,276.08 | 97,706.19 |
| Police Sergeant | Hourly | 41,2736 | 42,3263 | 43,4059 | 44,5130 | 45,6483 | 46,8126 | 48,0066 | 49,2311 | 50,4868 | 51,7745 | 53,0951 | 54,4493 | 55,8381 |
| | Biweekly | 3,301.89 | 3,386.10 | 3,472.47 | 3,561.04 | 3,651.87 | 3,745.01 | 3,840.53 | 3,938.49 | 4,038.94 | 4,141.96 | 4,247.61 | 4,355.94 | 4,467.05 |
| | Annual | 85,849.04 | 88,038.71 | 90,284.22 | 92,587.01 | 94,948.54 | 97,370.29 | 99,853.82 | 102,400.69 | 105,012.52 | 107,690.97 | 110,437.74 | 113,254.56 | 116,143.23 |

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Rochelle Clayton, Deputy City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: October 9, 2018

SUBJECT: Resolution 2018-133 Approving an Amendment to the 2017-2019 Memorandum of Understanding (“MOU”) Between the City of Banning and the Banning Police Management Association (“BPMA”) for the remainder of the MOU Term.

RECOMMENDATION:

Adoption of Resolution 2018-133 approving an amendment to the 2017-2019 Memorandum of Understanding (“MOU”) between the City of Banning (“City”) and the Banning Police Management Association (“BPMA”) for the remainder of the MOU term though June 30, 2019.

JUSTIFICATION:

Section 3505.1 of the Meyers-Milias-Brown Act provides that "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding". Once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

BACKGROUND:

The City and BPMA entered into an MOU effective July 1, 2017 through June 30, 2019. Article 29.1 of the BPMA 2017-2019 MOU states “During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any subject or

matter whether or not referred to in this MOU, unless mutually agreed to otherwise.” The City and BPMA mutually agreed to the need for this amendment based on the following.

Due to the several vacancies in the Police Department, staff recommended and Council approved immediate action at the September 25, 2018 City Council meeting, 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.

Council approved the recommended alternative – an 8.5% increase to the salary schedule and 4% Employer Paid Member Contribution (“EPMC”). The EPMC may entail system modifications and an amendment to the PERS agreement, so the implementation shall not be equivalent to the 8.5% salary schedule increase, which will be effective retroactive to the approval on September 25, 2018.

OPTIONS:

1. Ratify the Tentative Agreement and Amendment to the BPMA 2017-2019 MOU with adoption of Resolution 2018-133.
2. Do not ratify the Tentative Agreement and the Amendment to the BPMA 2017-2019 MOU, and provide direction.

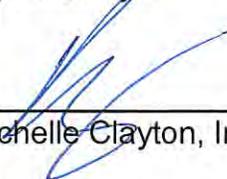
FISCAL IMPACT:

The negotiated changes result in a fiscal impact to the General Fund in FY18-19 of approximately \$200,000 for BPOA and BPMA Unit Members.

ATTACHMENTS:

1. Resolution 2018-133 (including the Tentative Agreement and the Amendment to the BPMA 2017-2019 MOU)

Approved by:



Rochelle Clayton, Interim City Manager

ATTACHMENT 1

**Resolution 2018-133
(Including the Tentative
Agreement for and the
Amendment to the BPMA
2017-2019 MOU)**

RESOLUTION 2018-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TENTATIVE AGREEMENT FOR AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING POLICE MANAGEMENT ASSOCIATION AND THE CITY OF BANNING FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2019

WHEREAS, the City of Banning ("City") has formally recognized the Banning Police Management Association ("BPMA") as the exclusive employee organization for the police bargaining unit; and

WHEREAS, the Memorandum of Understanding between the City and the BPMA was adopted on May 8, 2018; and

WHEREAS, the City and BPMA have successfully met and conferred to negotiate an amendment to the 2017-2019 BPMA Memorandum of Understanding ("MOU") for the remainder of the effective period through June 30, 2019 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1: That the City Council approves the Tentative Agreement for an Amendment to the MOU between the City and the Banning Police Management Association for the remainder of the effective period, through June 30, 2019, a fully executed copy of which is attached hereto and by this reference made a part herof.

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

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-133 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**TENTATIVE AGREEMENT FOR AN AMENDMENT TO THE
ADOPTED MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JULY 1, 2017 – JUNE 30, 2019**

**Between
The City of Banning and
The Banning Police Management Association**

September 24, 2018

1. All terms and conditions of the Memorandum of Understanding (“MOU”) between the City and the Banning Police Management Association (“BPMA”) for the period of July 1, 2017 through June 30, 2019 shall continue unless expressly modified or changed herein. Such modifications herein shall be effective September 24, 2018 and retroactive upon implementation of CalPERS EPMC.
2. Article 11.1 – All BPMA represented Unit members shall receive a salary increase of eight and one half percent (8.5%) of base pay for the period of September 24, 2018 through June 30, 2019.
3. Article 22.1 (a) Contributions to CalPERS – All CalPERS Classic employees are responsible for paying their contributions for their respective retirement plans to CalPERS at 5% and the City of Banning is responsible for paying their contributions for their respective retirement plans at 4%, to total the required 9% required employee contribution.

SIGNATURES:

CITY OF BANNING



Rochelle Clayton, Interim City Manager

**BANNING POLICE MANAGEMENT
ASSOCIATION**

Lieutenant Vincent Avila, Negotiator



Captain Phil Holder, Negotiator

**City of Banning
Police Management**
2.5506% Between Steps
Effective 7/1/2018

EXHIBIT "B"

| <u>Job Title</u> | <u>Grade</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> | <u>Step 11</u> | <u>Step 12</u> | <u>Step 13</u> |
|-------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| Police Lieutenant | Hourly | 46,5931 | 47,7815 | 49,0002 | 50,2500 | 51,5317 | 52,8461 | 54,1940 | 55,5762 | 56,9938 | 58,4474 | 59,9382 | 61,4670 | 63,0348 |
| | Biweekly | 3,727.45 | 3,822.52 | 3,920.02 | 4,020.00 | 4,122.54 | 4,227.69 | 4,335.52 | 4,446.10 | 4,559.50 | 4,675.79 | 4,795.06 | 4,917.36 | 5,042.78 |
| | Annual | 96,913.65 | 99,385.53 | 101,920.46 | 104,520.04 | 107,185.93 | 109,919.81 | 112,723.43 | 115,598.55 | 118,547.01 | 121,570.67 | 124,671.45 | 127,851.32 | 131,112.29 |
| Police Captain | Hourly | 52,7159 | 54,0604 | 55,4393 | 56,8533 | 58,3034 | 59,7905 | 61,3156 | 62,8795 | 64,4833 | 66,1280 | 67,8146 | 69,5443 | 71,3181 |
| | Biweekly | 4,217.27 | 4,324.84 | 4,435.14 | 4,548.27 | 4,664.28 | 4,783.24 | 4,905.24 | 5,030.36 | 5,158.66 | 5,290.24 | 5,425.17 | 5,563.55 | 5,705.45 |
| | Annual | 109,649.02 | 112,445.73 | 115,313.77 | 118,254.96 | 121,271.17 | 124,364.32 | 127,536.35 | 130,789.29 | 134,125.21 | 137,546.20 | 141,054.46 | 144,652.19 | 148,341.69 |

**City of Banning
Police Management
2.5506% Between Steps
Effective 9/24/2018**

EXHIBIT "B"

| <u>Job Title</u> | <u>Grade</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> | <u>Step 11</u> | <u>Step 12</u> | <u>Step 13</u> |
|-------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| Police Lieutenant | P87 | 50,5535 | 51,8429 | 53,1652 | 54,5213 | 55,9119 | 57,3380 | 58,8004 | 60,3002 | 61,8382 | 63,4155 | 65,0329 | 66,6917 | 68,3927 |
| | Biweekly | 4,044.28 | 4,147.43 | 4,253.22 | 4,361.70 | 4,472.95 | 4,587.04 | 4,704.04 | 4,824.02 | 4,947.06 | 5,073.24 | 5,202.64 | 5,335.33 | 5,471.42 |
| | Annual | 105,151.31 | 107,833.30 | 110,583.70 | 113,404.24 | 116,296.73 | 119,263.00 | 122,304.92 | 125,424.43 | 128,623.50 | 131,904.17 | 135,268.52 | 138,718.68 | 142,256.84 |
| Police Captain | P92 | 57,1967 | 58,6556 | 60,1517 | 61,6859 | 63,2592 | 64,8727 | 66,5274 | 68,2242 | 69,9643 | 71,7489 | 73,5789 | 75,4556 | 77,3802 |
| | Biweekly | 4,575.74 | 4,692.45 | 4,812.13 | 4,934.87 | 5,060.74 | 5,189.82 | 5,322.19 | 5,457.94 | 5,597.15 | 5,739.91 | 5,886.31 | 6,036.45 | 6,190.41 |
| | Annual | 118,969.19 | 122,003.61 | 125,115.44 | 128,306.63 | 131,579.22 | 134,935.28 | 138,376.94 | 141,906.38 | 145,525.85 | 149,237.63 | 153,044.09 | 156,947.63 | 160,950.73 |

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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: October 9, 2018

SUBJECT: Resolution 2018-125, Establishing a Pre-Approved Surveyor Services Vendor List for the Remainder of Fiscal Year 2019 through Fiscal Year 2021

RECOMMENDED ACTION:

City Council adopt Resolution 2018-125 establishing a pre-approved Surveyor 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 surveyor services is necessary.

Subsequently, on August 6, 2018 and August 13, 2018 publications were advertised in the local newspaper, the Press Enterprise, requesting proposals from qualified firms for surveyor services. Additionally, a Request for Proposals (RFP) was released through the PlanetBids program notifying qualified firms of the opportunity. Thirty-One (31) firms were sent direct solicitations through the PlanetBids program. The deadline to submit proposals was August 24, 2018 and six (6) firms responded with submittals.

The scope of services requested in the RFP includes: checking subdivision and parcel maps for compliance; research and survey work related to property divisions and mergers; research and survey work related to public and private land ownership, easements, public improvements, construction, and historic information; prepare and interpret deeds and descriptions; develop legal descriptions and plat maps; determine locations of property lines; boundaries, easements, and right-of-way; construction survey for improvement projects, establish and adjust benchmarks; establish and monument street center lines; and prepare traditional and aerial topographic surveys.

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:

| CONSULTANT | WEIGHTED SCORE |
|-------------------|----------------|
| Cozad & Fox, Inc. | 415.83 |
| NV5, Inc. | 400.83 |
| CASC Engineering | 395.83 |

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 surveyor 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 2018-125, 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 2018-125, if rejected, staff can prepare project specific RFP's for surveyor services which will require additional costs in advertisements, staff hours to prepare RFPs and for the evaluation of proposals.

ATTACHMENTS:

1. Resolution 2018-125
2. Request for Proposals
3. Publication Notice
4. Notification List

Approved by:



Rochele Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-125

RESOLUTION 2018-125

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING A PRE-APPROVED SURVEYOR 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 surveyor services; and

WHEREAS, on August 6, 2018 and August 13, 2018 publications were advertised in the local newspaper, the Press Enterprise, requesting proposals from qualified firms for surveyor services; and

WHEREAS, the scope of services requested in the RFP includes: checking subdivision and parcel maps for compliance; research and survey work related to property divisions and mergers; research and survey work related to public and private land ownership, easements, public improvements, construction, and historic information; prepare and interpret deeds and descriptions; develop legal descriptions and plat maps; determine locations of property lines; boundaries, easements, and right-of-way; construction survey for improvement project, establish and adjust benchmarks; establish and monument street center lines; and prepare traditional and aerial topographic surveys; and

WHEREAS, the request was also released on PlanetBids.com where Thirty-One (31) firms were directly solicited with six (6) 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. Cozad & Fox, Inc.
2. NV5, Inc.
3. CASC Engineering

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

The City Council adopts Resolution 2018-125 establishing a pre-approved vendor list of firms approved to provide surveyor services. This pre-approved list is established through a formal Request for Proposals (RFP 19-003) for the remainder of Fiscal Year 2019 through Fiscal Year 2021.

PASSED, APPROVED AND ADOPTED this 9th day of October, 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 2018-125, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Request for Proposals



REQUEST FOR PROPOSAL
FOR
19-003
SURVEYOR SERVICES

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

Released on August 6, 2018

REQUEST FOR PROPOSAL (RFP) NO. 19-003

SURVEYOR SERVICES

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 Surveyor Services.

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#19-003, Surveyor Services, on or before the hour of 10:00 a.m. on August 24, 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 PlanetBids, please click on the "New Vendor Registration" button and complete the electronic supplier registration. After registering your firm, click on the "Bid Opportunities" button to view and download the bid documents. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda, 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 Gorgonio and Mt. San

Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

2. SCHEDULE OF EVENTS

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

| | |
|--------------------------------------|--------------------------------|
| Release of RFP | August 06, 2018 |
| Deadline for Written Questions | August 14, 2018 by 3:00 p.m. |
| Responses to Questions Posted on Web | August 21, 2018 by 5:00 p.m. |
| Proposals are Due | August 24, 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

Plan Check Services

A. Scope of Work

The City desires to obtain Consultant services for survey services.

- 1.) The main category of work may include, but is not limited to, the following:
 - a. Check subdivision and parcel maps for compliance with State Subdivision Map Act requirements. Stamp & sign subdivision maps, parcel maps, lot line adjustment, and other documents as necessary, as City surveyor.
 - b. Perform research and survey work related to property divisions and mergers.
 - c. Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information.
 - d. Prepare and interpret deeds and descriptions.
 - e. Development of legal descriptions and plat maps.
- 2.) Work may also include:
 - a. Determine locations of property lines, boundaries, easements and right-of-way.
 - b. Construction survey for improvement projects.
 - c. Establish and adjust benchmarks.
 - d. Establish and Monument Street center lines.

- e. Traditional topographic surveys and aerial topographic survey to determine locations and elevations of existing improvements, structures, and topography features.
- f. Other survey related tasks as necessary.

B. Selection Process

1.) 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.

2.) 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.

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 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.

C. Licensing

Licensed Surveyor.

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**

Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

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.

For the purpose of evaluating the proposals, Provide a Cost Proposal detailing a Schedule of Billing Rates, Standard Turnaround time for Planning checking is required. (Exhibit A).

- The Schedule of costs and fees shall include current fee schedules, personnel wage rate sheets and other costs.
- Specific hourly rates for each class of employee/specialist.
- Expedited 2 week turnaround rate.

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 lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----30%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----15%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----40%

Price Proposals will be evaluated on the basis of the 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. ----15%

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 September 03, 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.

EXHIBIT A

Pricing Proposal Form

RFP #19-003 Surveyor Services

Provide hourly rates, along in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all request for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA. All items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

| Employee Name & Title | Hourly Rate | Overtime Rate |
|-----------------------|-------------|---------------|
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |

| | | |
|------------------------------------|-------------|-------------------|
| Standard turnaround | Unit | Unit Price |
| | | \$ |
| Expedited 2 week turnaround | Unit | Unit Price |
| | | \$ |

ATTACHMENT 3

Public Notice

City of Banning

Request for Proposals for RFP #19-003 Surveyor Services

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 #19-003 Surveyor Services, on or before the hour of 10:00 a.m. on August 24, 2018. It shall be the responsibility of the offeror 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 PlanetBids, please click on the "New Vendor Registration" button and complete the electronic supplier registration. After registering your firm, click on the "Bid Opportunities" button to view and download the Bid Documents.. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda, will result in bid disqualification.

QUESTIONS REGARDING PROPOSAL: Any questions pertaining to this Request for Proposal shall be submitted through PlanetBids. Deadline for submittal of bid Request for Information (RFIs) is August 14, 2018 by 3:00 p.m. local time.

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

SEALED BIDS DUE: August 24, 2018 and opened publicly online only at 10:00 a.m.

If you have additional questions, please contact Jorge Uribe, via online bid system.

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

CITY OF BANNING, CALIFORNIA

Dated: 08/06/18 and 08/13/18

/s/ Jorge Uribe
Buyer

ATTACHMENT 4

Notification List

Vendor Notifications

500 external vendors notified through BidBroadcast

31 City of Banning vendors notified

Notified Vendors on August 6, 2018

Using Criteria Category:

955083 - PUBLIC WORKS/RELATED SERV: SURVEYING

| | | |
|---|---|----------------|
| AirX Utility Surveyors, Inc. (527403) 5191 Mayberry Ave. Rancho Cucamonga, CA 91737 United States | Contact: Dawn Kanavy Phone: 909-493-1554 Fax: 909-493-1554 Email: dkanavy@airxus.com | DGS,CADIR,WBE |
| All For 1 Engineering & Surveying, Inc. (649929) 699 N. Aroowhead Ave. Ste. 150 San Bernardino, CA 92401 United States | Contact: Matthew Phone: 951-300-3610 Fax: Email: m.nicholas@allfor1eng.com | DGS,DVBE,CADIR |
| Applied EarthWorks, Inc. (527553) 133 N. San Gabriel Blvd. Suite 201 Pasadena, CA 91107 United States | Contact: Jess DeBusk Phone: 626-578-0119ext. 106 Fax: 626-204-5590 Email: marketing@appliedearthworks.com | DGS,CABE,CADIR |
| CASC Engineering and Consulting, inc. (527740) 1470 E. Cooley Drive Colton, CA 92324 United States | Contact: Amy Williams Phone: 909-783-0101ext. 1480 Fax: Email: awilliams@cascinc.com | |
| CBS (567495) 6265 Highway 9 Felton, CA 95018 United States | Contact: Sherri Schweickert Phone: 888-786-9450 Fax: 209-772-3573 Email: sherri@constructionbidsource.com | |
| Construction Testing and Engineering South, Inc. (527498) 14538 Meridian Parkway, Suite A Riverside, CA 92518 United States | Contact: Tiffany Hilborn Phone: 619-453-1393 Fax: 760-746-9806 Email: tiffany@ctesouth.com | |
| DeWalt Corporation (643310) 1930 22 Street Bakersfield, CA 93301 United States | Contact: Susanna Kormendi Phone: 661-323-4600ext. 103 Fax: Email: skormendi@dewaltcorp.com | MBE |
| Energion Power Services (577407) 2006 N Fine Ave Suite 104 Fresno, CA 93727 United States | Contact: Anthony Rivera Phone: 661-331-5399 Fax: Email: anthony@epsisolutions.com | CABE |
| ENGE0 Incorporated (617591) 6 Morgan Suite 162 Irvine, CA 92618 United States | Contact: Catherine Lewis Phone: 925-866-9000 Fax: Email: clewis@engeo.com | |
| Fugro (644309) 17752 Sky Park Circle Suite 240 Irvine, CA 92614 United States | Contact: Brianna Phone: 949-536-5175 Fax: Email: b.knight@fugro.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 | |

Vendor Notifications

| | | |
|--|---|------------|
| Guida Surveying, Inc. (593833) 9241 Irvine Blvd Suite 100 Irvine, CA 92618 United States | Contact: Calvin Yoshitake Phone: 323-895-8170 Fax: Email: clyoshitake@guidasurveying.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 |
| Highway Products (592375) 7905 Agate Rd White City, OR 97503 United States | Contact: Alvin Cordeiro Phone: 800-866-5269 ext. 121 Fax: 800-465-9545 Email: alvin@highwayproducts.com | |
| IMS (527452) 945 Hornblend San Diego, CA 92109 United States | Contact: CA RM Phone: 858-490-8811 Fax: Email: cawr@imsinfo.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 |
| 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 | |
| Michael Baker International (527759) 9755 Clairemont Mesa Blvd. San Diego, CA 92124 United States | Contact: Debi Bright Phone: 858-614-5045 Fax: Email: leads@mbakerintl.com | CABE,CADIR |
| MNS Engineers, Inc. (630348) 201 N. Calle Cesar Chavez suite 300 Santa Barbara, CA 93103 United States | Contact: Miranda Patton Phone: 805-648-4840 Fax: Email: bd@mnsengineers.com | CADIR |
| 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 | |
| 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 | |
| On Point Land Surveying, Inc. (570505) 1910 Orange Tree Lane Suite 344 Redlands, CA 92374 United States | Contact: Shari Todd Phone: 909-792-2221 Fax: Email: shari@onpointlandsurveying.com | DGS,CADIR |
| Psomas (643510) 1500 Iowa Avenue Suite 210 Riverside, CA 92507 United States | Contact: Lynn Gilbert Phone: 951-787-8421 Fax: 951-682-3379 Email: lgilbert@psomas.com | CADIR |
| 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 |

Vendor Notifications

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

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

Notified Vendors on August 7, 2018

Using Criteria Category:

955083 - PUBLIC WORKS/RELATED SERV: SURVEYING

Willdan Engineering (659551)
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806
United States

Contact: David Hunt
Phone: 714-940-6300
Fax:
Email: rfps@willdan.com

Notified Vendors on August 21, 2018

Using Criteria Category:

955083 - PUBLIC WORKS/RELATED SERV: SURVEYING

Case Land Surveying (659834)
614 Eckhoff Street
Orange, CA 92868
United States

Contact: Larry Case
Phone: 714-628-8948
Fax:
Email:
CLSI@caselandsurveying.com

Clark Land Resources, Inc. (659897)
4167 Avenida de la Plata
Suite 108
Oceanside, CA 92056
United States

Contact: Sue Cope
Phone: 760-758-1562
Fax:
Email:
sue.cope@clarklandresources.com

WBE

Dokken Engineering (659782)
110 Blue Ravine Road
Suite 200
Folsom, CA 95630
United States

Contact: Chuck Meridith
Phone: 916-858-0642
Fax:
Email:
CMeridith@dokkenengineering.com

The Thomsen Company, Inc. (659754)
2587 South San Jacinto Avenue
San Jacinto, CA 92583
United States

Contact: Tom Thomsen
Phone: 951-925-3070
Fax: 951-925-7469
Email: tom@tcisurvey.com



**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: October 9, 2018

SUBJECT: Proposed Striping at the Intersections of Ramsey Street and Martin Street; and Wilson Street and Florida Street.

RECOMMENDED ACTION:

Receive and file.

BACKGROUND:

Ramsey Street - Martin Street

On several occasions the Public Works Department has received comments regarding the need for a crosswalk at the intersection of Ramsey Street and Martin Street across Ramsey Street. Currently, there are existing crosswalks at San Geronio, approximately 950 feet to the west, and another at Hargrave Street, approximately 1,710 feet east. An increase in pedestrian activity has been observed at this intersection since the construction of the Banning Justice Center.

The intersection of Ramsey Street and Martin Street is a two-way stopped intersection in the north-south direction on Martin Street. A crosswalk at this location will require vehicles traveling along Ramsey Street to yield to pedestrian traffic since there are no stop signs on Ramsey Street. If constructed, advance warning signs and signs at the crosswalk as well as striping would be installed as shown in Attachment 1 to this staff report.

Wilson Street – Florida Street

Both the Banning Unified School District and members from the public have requested that the City install a four-way stop at the intersection of Wilson Street and Florida Street. Currently, the intersection is a two-way stop along Florida Street with no stop signs in

the west-east direction along Wilson Street. There is a school located at the southwest corner of this intersection.

If constructed, the intersection would be improved with a stop sign in the east and west direction along Wilson Street as shown in Attachment 2 including all required advanced warning and striping.

City staff plans to move forward with the installation of these improvements at both locations unless directed otherwise.

FISCAL IMPACT:

It is estimated that the improvements at Ramsey Street and Martin Street will cost \$2,500 and \$4,000 for the improvements at Wilson Street and Florida Street. The improvements will be funded by the Measure A Fund and included with this year's annual street improvement project, which will be out to bid in October, 2018.

ATTACHMENTS

1. Ramsey Street and Martin Street
2. Wilson Street and Florida Street

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Ramsey Street
and Martin Street

LEGEND:

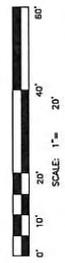
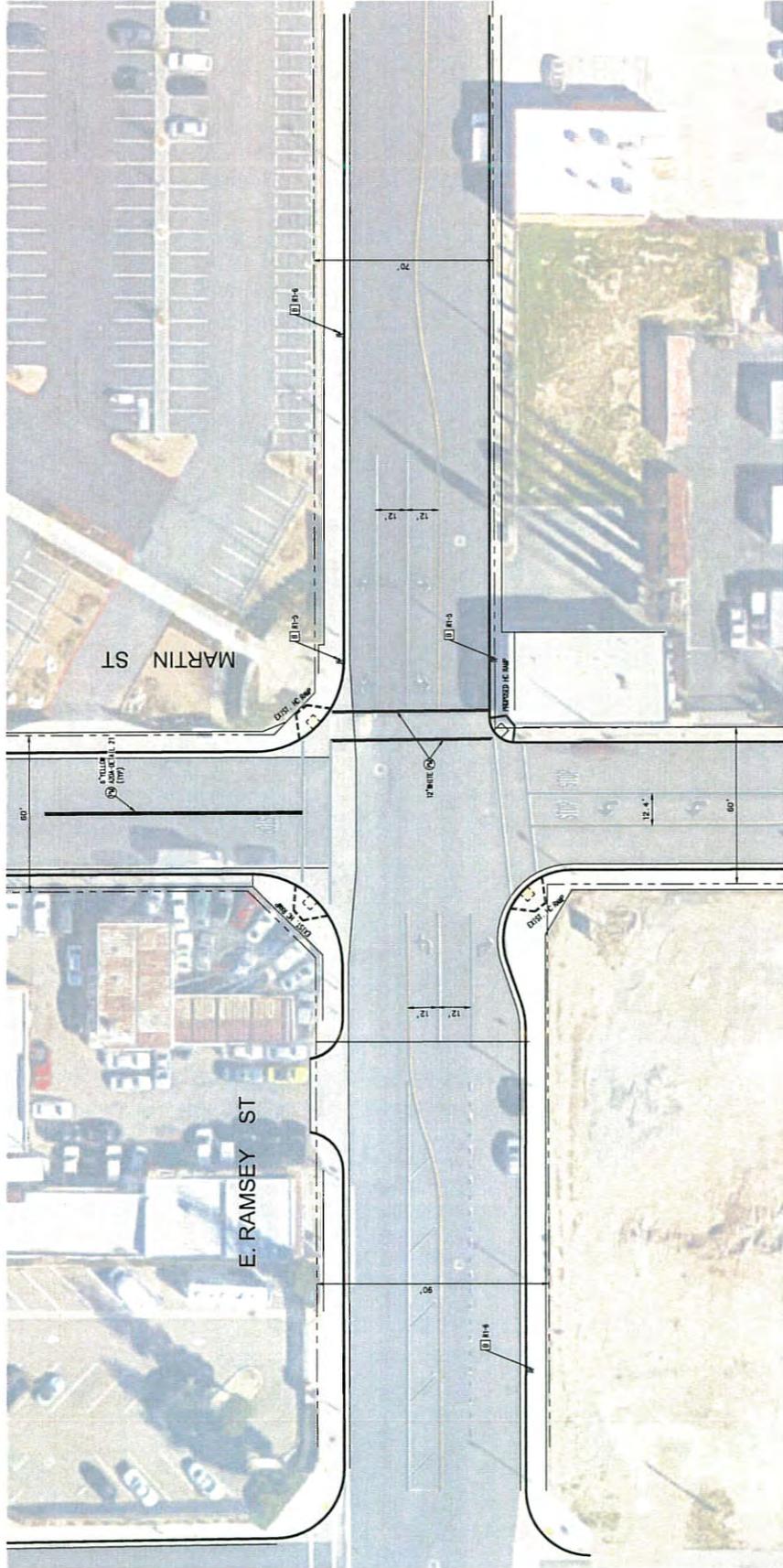
- ⊕ APPLY PAVEMENT MARKING AS INDICATED
- ⊖ REMOVE EXISTING STRIPING/MARKING/SPM/DELIMITER
- ⊙ PAINT PAYMENT STRIPING DETAIL
- ⊙ RESTRIPE EXISTING STRIPING AND REPLACE ALL EXISTING SIGNING
- ⊙ RESTRIPE EXISTING STOP LEGENDS

SIGNING NOTES:

- ⓐ EXISTING SIGN TO REMAIN
- ⓑ FURNISH AND INSTALL NEW SIGN(S) ON 2'x2' SQUARE STEEL POST

NOTES:

1. ALL PAVEMENT MARKINGS (ARROWS, LEGENDS, LIMIT LINES, X-MARKS) SHALL BE REPAIRED TO THE CORRECT DIMENSIONS.
 2. PAINTED TRAFFIC STRIPES AND MARKINGS SHALL BE APPLIED IN TWO COATS.
- CALTRANS STANDARD SHEETS 420A, 424F



| <p>CITY OF BANNING DEPARTMENT OF PUBLIC WORKS</p> | <p>SIGNING STRIPING PLAN PROJECT NO. E. RAMSEY STREET / MARTIN STREET</p> | <p>ACCEPTED BY: <u>ARVID C. WEA</u> PUBLIC WORKS DEPARTMENT DIRECTOR DATE: <u>6/30/20</u></p> <p>R.C.E. No. <u>75696</u> DATE: <u>6/30/20</u></p> | <p>DESIGNED BY: <u>ARVID C. WEA</u> DATE: <u>06/20/20</u></p> <p>PREPARED UNDER THE SUPERVISION OF: <u>ARVID C. WEA</u> REGISTERED CIVIL ENGINEER NO. 37284</p> | <p>SCALE: <u>1" = 20'</u></p> <p>DATE: <u>N/A</u></p> | <p>CONSTRUCTION RECORD</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | DATE | BY | REVISIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|---|---|--|------|----|-----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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| <p>CITY OF BANNING DEPARTMENT OF PUBLIC WORKS</p> | | <p>SIGNING STRIPING PLAN PROJECT NO. E. RAMSEY STREET / MARTIN STREET</p> | | <p>SCALE: <u>1" = 20'</u></p> <p>DATE: <u>N/A</u></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

ATTACHMENT 2

Wilson Street and Florida Street

LEGEND:

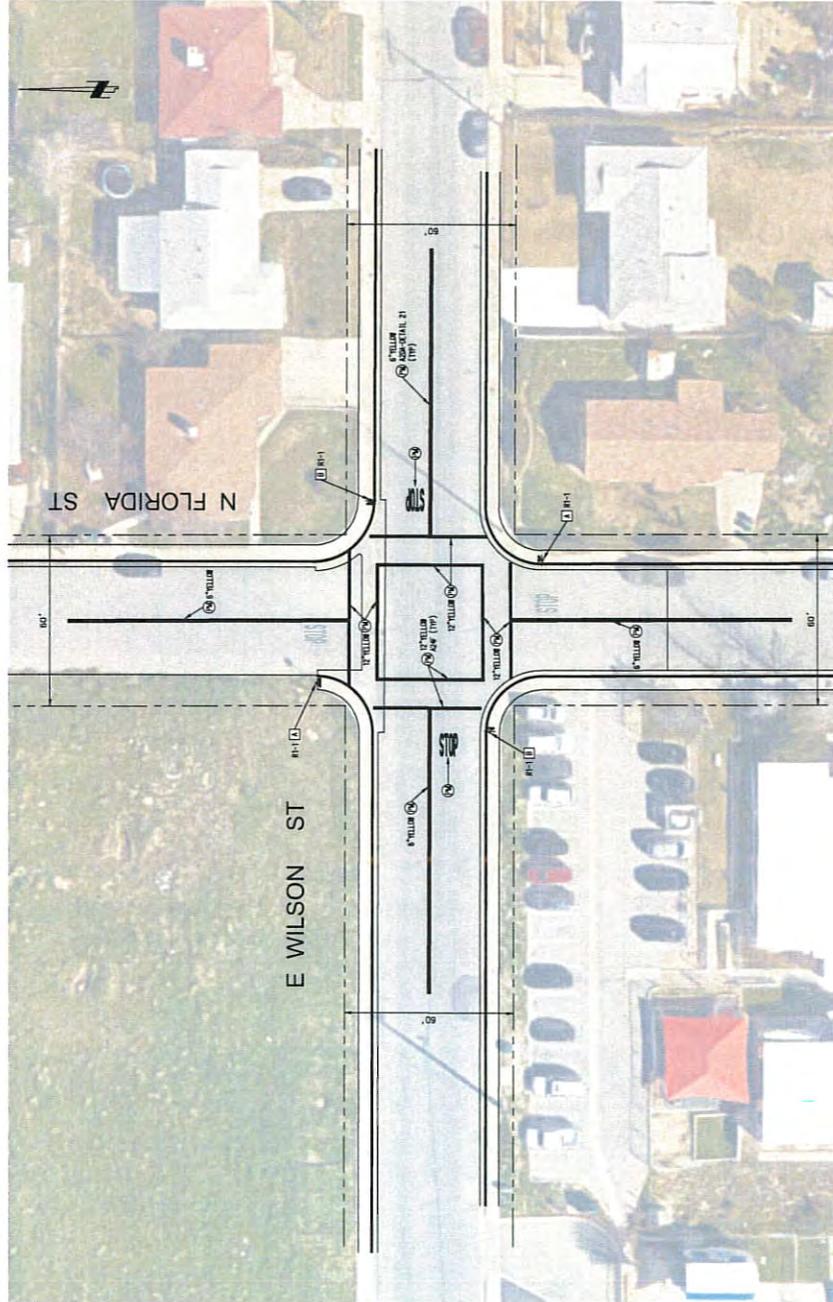
- ④ APPLY PAVEMENT MARKING AS INDICATED
- ⑥ REMOVE EXISTING STRIPING/MARKING/TPM/DELIMITER
- ⑦ PAINT PAVEMENT STRIPING/MARKING
- ⑧ REPAINT ALL EXISTING STRIPING AND REPLACE ALL EXISTING SIGNING
- ⑨ RESTRIPE EXISTING STOP LEGENDS

SIGNING NOTES:

- A) EXISTING SIGN TO REMAIN
- B) REMOVE AND INSTALL NEW SIGN(S) ON 2'x2' SQUARE SUBSTRATE

NOTES:

- 1. ALL PAVEMENT MARKINGS (ARROWS, LEGENDS, LIMIT LINES, X-WALKS) SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- 2. PAINTED TRAFFIC STRIPES AND MARKINGS SHALL BE APPLIED IN TWO COATS
- 3. CALTRANS STANDARD SHEETS 404A, 424F



| | | | | | |
|---|--|---|---|---|--|
| <p>CONSTRUCTION RECORD</p> <p>DATE BY</p> <p>REVISIONS</p> <p>ACTY DATE</p> <p>BENCH MARK</p> <p>SCALE</p> <p>Horizontal 1" = 20'</p> <p>Vertical N/A</p> <p>SEAL</p> | | <p>PREPARED UNDER THE SUPERVISION OF:</p> <p>DATE: 06/20/22</p> | <p>ACCEPTED BY: ARMO C. WEA, PUBLIC WORKS DIRECTOR/DEPUTY</p> <p>R.C.E. No.: 75696</p> <p>DATE: 6/30/20</p> | <p>CITY OF BANNING</p> <p>DEPARTMENT OF PUBLIC WORKS</p> <p>SIGNING STRIPING PLAN</p> <p>PROJECT NO.</p> <p>E WILSON STREET / N FLORIDA STREET</p> | <p>Drawing No.</p> <p>Sheet 1 of 1</p> |
|---|--|---|---|---|--|



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: October 9, 2018

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

RECOMMENDED ACTION:

Receive and file.

BACKGROUND:

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

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

On January 3, 2018 meeting, the Planning Commission voted unanimously to recommend to the City Council the re-acquisition of former street rights-of-way granted to the former Paseo San Gorgonio project (i.e. former Livingston and Alessandro Streets). The alleys and streets that were vacated in connection with the approval of the Paseo San Gorgonio Project are shown as exhibits to Resolution No. 2014-06, a copy of which is attached to this report. On February 13, 2018 City Council considered and approved Planning Commission's recommendation, see Attachment No. 2.

Two options for obtaining the right-of-way were identified by staff. Option 1) prepare the dedication documents (i.e. legal and plats), recommend approval and recordation to council of the dedication documents and once approved have said dedication documents recorded with the County Recorder's Office; and Option 2) require, as part of the sale of the property, that the buyer rededicate the right-of-way.

Recently at the September 25, 2018 regularly scheduled City Council meeting City Council directed staff to rededicate only the Livingston Street right-of-way back to the City following Option 1 described above. The Alessandro Road, which was also vacated would remain as such.

FISCAL IMPACT:

Staff has reached out to Albert A. Webb Associates, Inc. ("Webb") and requested a proposal from them to prepare the required dedication documents. Webb acted as the engineer of record for the Paseo San Geronimo project and prepared the street vacation documents. At this time staff has not received the proposal from WEBB, although it is expected that the cost will be in the range of \$2,000 to \$3,500 and within the City Manager's signing authority.

ATTACHMENTS

1. Resolution No. 2014-06 (which includes road vacation exhibit)
2. Receive and File Report from February 13, 2018.

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution No. 2014-06

(which includes road vacation exhibit)

RESOLUTION NO. 2014-10

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

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

Parcel 1

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

Parcel 2

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

Parcel 3

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

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

Parcel 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

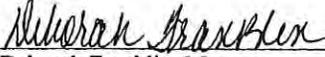
SECTION 2. The City Council hereby takes the following actions:

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

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

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

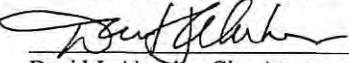
PASSED, APPROVED and ADOPTED this 10th day of June, 2014.


Deborah Franklin, Mayor
City of Banning

ATTEST:


Marie A. Calderon, City Clerk
City of Banning

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


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

CERTIFICATION:

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

AYES: Councilmembers Miller, Welch, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None



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

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

ATTACHMENT 1
Exhibit A: Legal Description

Exhibit B: Plat

Reso. No. 2014-41

EXHIBIT "A"
ROAD VACATION

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

Parcel 1

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

Parcel 2

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

Parcel 3

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

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

Parcel 4

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

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

PREPARED UNDER MY SUPERVISION



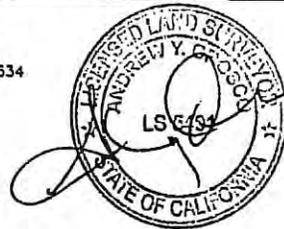
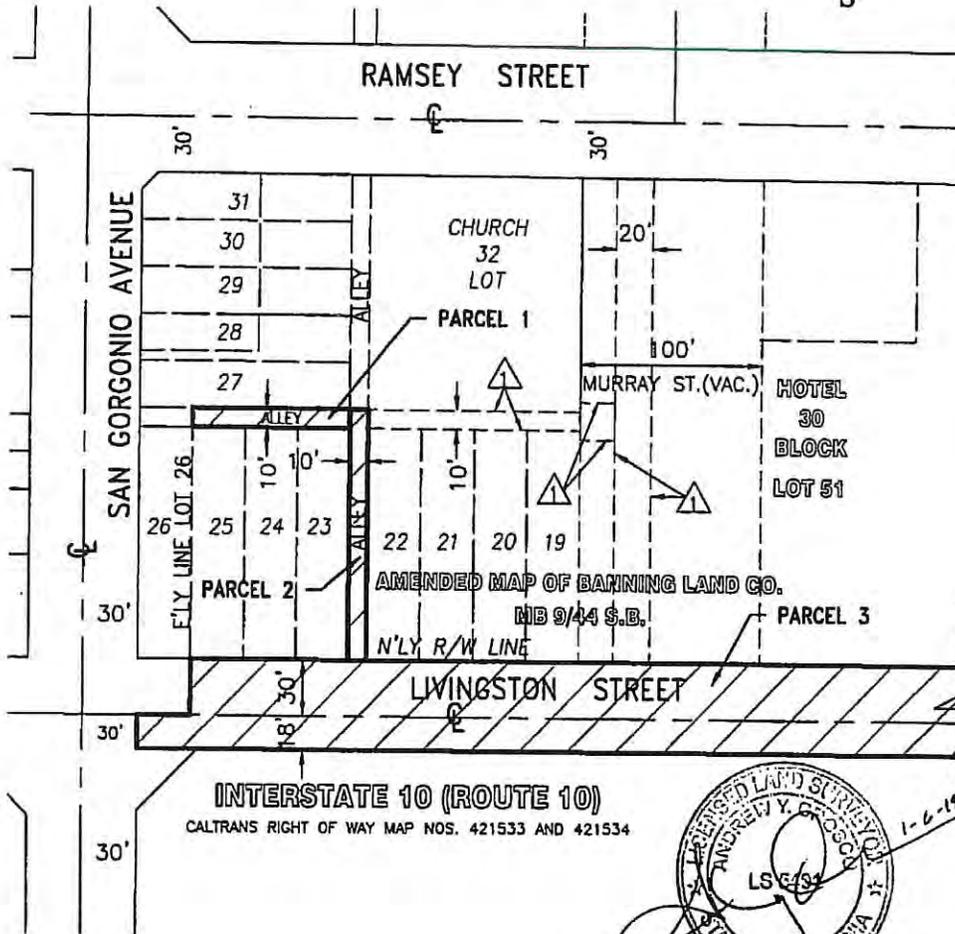
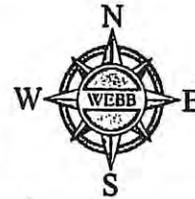
Andrew Y. Oroscop, L.S. 5491
Date: 1-6-14
Prepared by: 
Checked by: 



EXHIBIT "B" ROAD VACATION



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



SEE SHEET 2

**ALBERT A.
WEBB
ASSOCIATES**

CITY OF BANNING

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

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

SHEET 1 OF 2

W.O.
09-0123

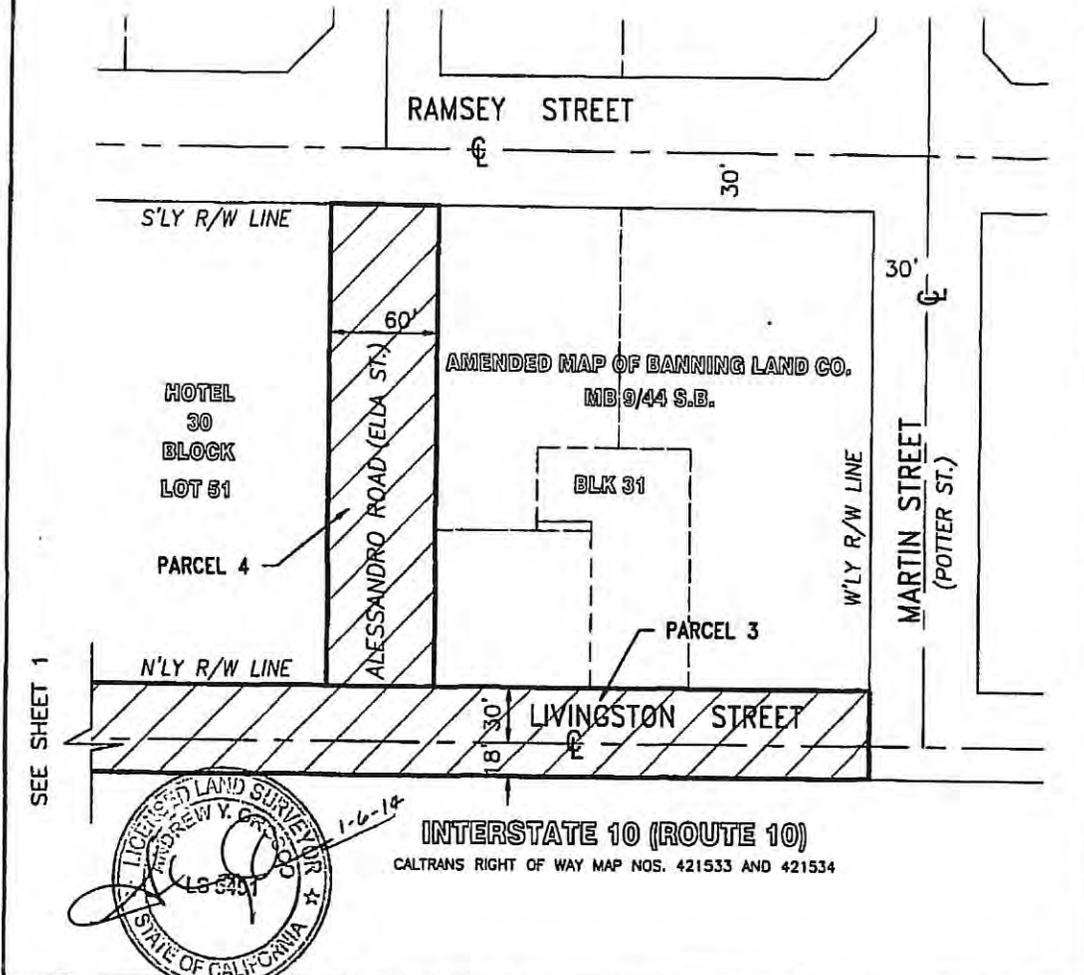
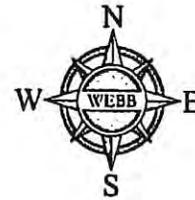
SCALE: 1"=80'

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

DATE *1/6/14*
DATE *11-6-13*

SUBJECT: ROAD VACATION

EXHIBIT "B"
ROAD VACATION



INTERSTATE 10 (ROUTE 10)
CALTRANS RIGHT OF WAY MAP NOS. 421533 AND 421534

ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

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

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

SHEET 2 OF 2

W.O.
09-0123

SCALE: 1"=80'

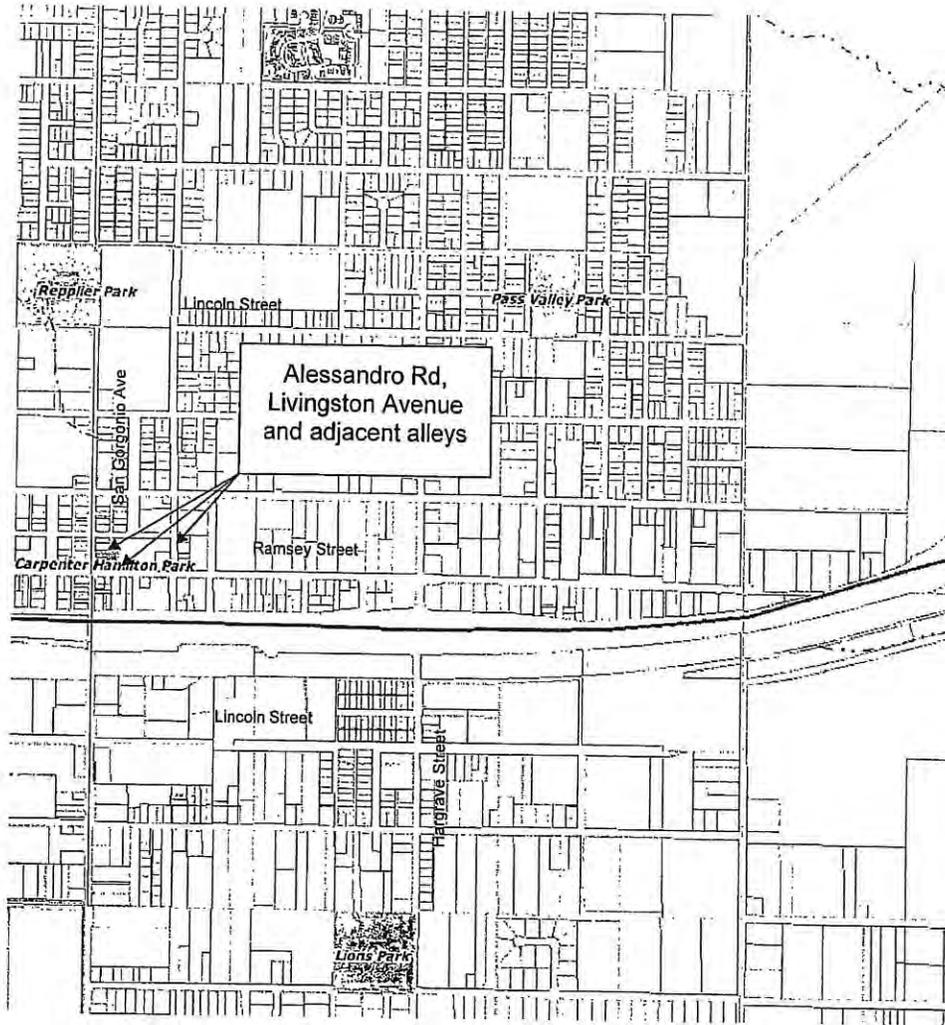
DRWN BY A.A.W.
CHKD BY [Signature]

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

SUBJECT: ROAD VACATION

ATTACHMENT 2
Location/Vicinity Map

Reso. No. 2014-41



Not to Scale

Location Map

PH #13-12504

ATTACHMENT 3
Circulation Element

Reso No. 2014-41

ATTACHMENT 4
Parcel Map No. 36285

Reso No 2014-41

PARCEL MAP NO. 36285

BEING A SUBDIVISION OF A PORTION OF LOTS 19 THROUGH 25, INCLUDING IN BLOCK 28, LOT 51 IN BLOCK 30, BLOCK 31 AND LIVINGSTON STREET AS PER AMENDED MAP OF BANNING LAND COMPANY ON FILE IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS AND A PORTION OF MURRAY STREET AND AN UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 178864, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS MAY 2013

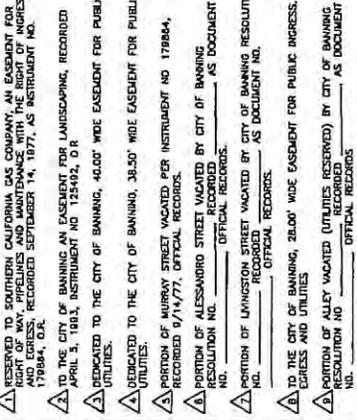


EASEMENT NOTES

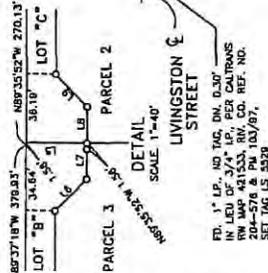
- RESERVED TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR HIGH PRESSURE GAS PIPELINES AND MAINTENANCE WITH THE RIGHT OF ACCESS RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO. 178864, O.R.
- TO THE CITY OF BANNING, AN EASEMENT FOR LANDSCAPING, RECORDED APRIL 3, 1983, INSTRUMENT NO. 125492, D.R.
- DEDICATED TO THE CITY OF BANNING, 40.00' WIDE EASEMENT FOR PUBLIC UTILITIES.
- DEDICATED TO THE CITY OF BANNING, 38.50' WIDE EASEMENT FOR PUBLIC UTILITIES.
- PORTION OF MURRAY STREET VACATED PER INSTRUMENT NO. 178864, RECORDED 9/14/77, OFFICIAL RECORDS.
- PORTION OF ALESSANDRO STREET VACATED BY CITY OF BANNING RESOLUTION NO. _____ AS DOCUMENT _____ OFFICIAL RECORDS.
- PORTION OF LIVINGSTON STREET VACATED BY CITY OF BANNING RESOLUTION NO. _____ AS DOCUMENT _____ OFFICIAL RECORDS.
- TO THE CITY OF BANNING, 28.00' WIDE EASEMENT FOR PUBLIC INGRESS, EGRESS AND UTILITIES.
- PORTION OF ALLEY VACATED (UTILITIES RESERVED) BY CITY OF BANNING RESOLUTION NO. _____ AS DOCUMENT _____ OFFICIAL RECORDS.

VICINITY MAP

NOT TO SCALE

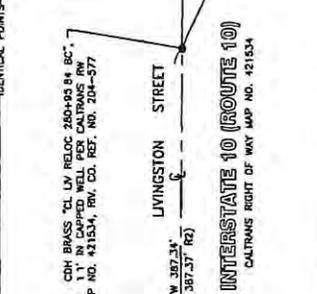
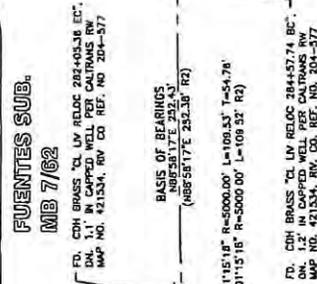
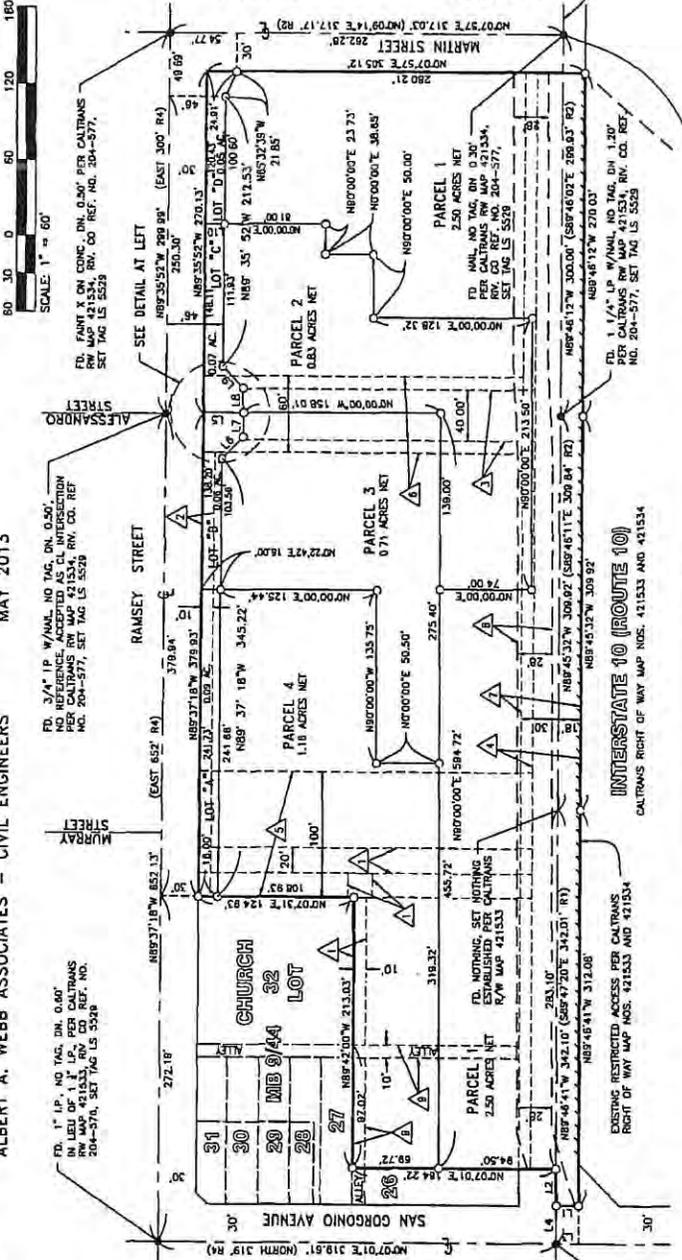


| LINE | DISTANCE | BEARING | LOT "C" |
|------|----------|-------------|---------|
| L1 | 18.00' | N07°08'56"E | LOT "C" |
| L2 | 28.00' | N87°48'41"W | |
| L3 | 18.00' | N07°08'42"E | LOT "B" |
| L4 | 30.00' | N87°48'41"W | |
| L5 | 33.00' | N07°24'00"E | LOT "A" |
| L6 | 24.00' | N44°43'57"W | |
| L7 | 17.58' | N87°37'16"W | LOT "A" |
| L8 | 19.27' | N87°25'55"W | |
| L9 | 23.99' | N45°19'40"E | |
| L10 | 18.90' | S87°21'09"E | |



SURVEYOR'S NOTES

- BASIS OF BEARINGS IS THE CENTERLINE OF LIVINGSTON STREET TAKEN AS NORTH 86°58'17" EAST PER CALTRANS RW MAP NO. 421534, RW. CO. REF. NO. 204-377.
- INDICATES FOUND MONUMENTS AS NOTED.
- INDICATES SET, 1" IRON PIPE WITH TAG STAMPED L.S. 5529, FLUSH, OR NAIL AND TAG IN LEAD STAMPED L.S. 5028 SET IN CONCRETE AREAS AND TOP OF WALLS TOTAL AREA WITHIN THE DISTINCTIVE BORDER IS 3.47 ACRES GROSS.
- (R1) INDICATES RECORD PER CALTRANS RW MAP NO. 421533, RW. CO. REF. NO. 204-576, UNLESS OTHERWISE NOTED.
- (R2) INDICATES RECORD PER CALTRANS RW MAP NO. 421534, RW. CO. REF. NO. 204-577.
- (R3) INDICATES RECORD PER R.S. 4727.
- (R4) INDICATES RECORD PER M.B. 9/44 S.D. CO. REC.
- CDH INDICATES CALIFORNIA DIVISION OF HIGHWAYS.
- ALL MONUMENTS SURVEY AS "NOT" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.
- INDICATES RESTRICTED ACCESS.



PARCEL 1
2.50 ACRES NET
FD. MAIL NO. TAG, DN. 0.30'
PER CALTRANS RW MAP 421534,
SET TAG L.S. 5529

PARCEL 2
0.83 ACRES NET
FD. MAIL NO. TAG, DN. 0.30'
PER CALTRANS RW MAP 421534,
SET TAG L.S. 5529

PARCEL 3
0.71 ACRES NET
FD. MAIL NO. TAG, DN. 0.30'
PER CALTRANS RW MAP 421534,
SET TAG L.S. 5529

PARCEL 4
1.11 ACRES NET
FD. MAIL NO. TAG, DN. 0.30'
PER CALTRANS RW MAP 421534,
SET TAG L.S. 5529

CHURCH LOT 32
FD. NOTHING SET NOTHING
ESTABLISHED PER CALTRANS
R/W MAP 421533

INTERSTATE 10 (ROUTE 10)
CALTRANS RIGHT OF WAY MAP NOS. 421533 AND 421534

FUENTES SUBD.
MB 7/02
FD. CDH BRASS "CL LV. RELOC. 282+05.38 EC".
DN. 1.1" IN CAPPED WELL PER CALTRANS RW
MAP NO. 421534, RW. CO. REF. NO. 204-577

BASIS OF BEARINGS
FD. CDH BRASS "CL LV. RELOC. 282+05.38 EC".
DN. 1.1" IN CAPPED WELL PER CALTRANS RW
MAP NO. 421534, RW. CO. REF. NO. 204-577

INTERSTATE 10 (ROUTE 10)
CALTRANS RIGHT OF WAY MAP NO. 421534
FD. MAIL NO. TAG, DN. 0.30'
PER CALTRANS RW MAP 421534,
RW. CO. REF. NO. 204-577, SET TAG L.S. 5529

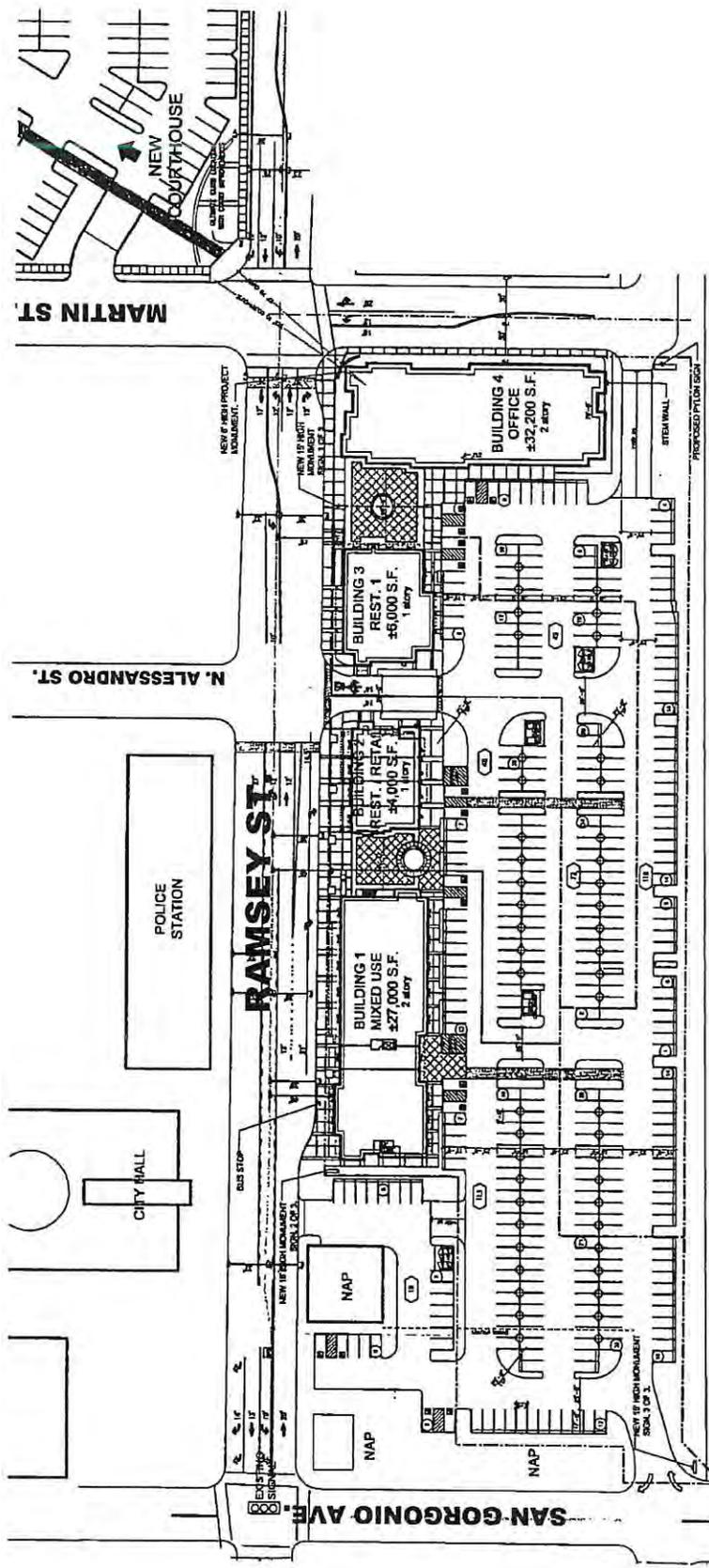
EXISTING RESTRICTED ACCESS PER CALTRANS
RIGHT OF WAY MAP NOS. 421533 AND 421534

EXISTING RESTRICTED ACCESS PER CALTRANS
RIGHT OF WAY MAP NOS. 421533 AND 421534

EXISTING RESTRICTED ACCESS PER CALTRANS
RIGHT OF WAY MAP NOS. 421533 AND 421534

ATTACHMENT 5
Site Plan

Reso. No. 2014-41



Project Summary

| | |
|---------------------|--------------|
| Site Area | 13.23 AC |
| Building Area | 135,200 s.f. |
| Office above Retail | 113,000 s.f. |
| Retail | 22,200 s.f. |
| Restaurant | 0 s.f. |
| Total Building Area | 135,200 s.f. |

Parking Summary

| | | |
|-------------------------------|-------------|-------------------|
| Building 1 | 13,000 s.f. | 54 stalls |
| Building 2 | 13,000 s.f. | 54 stalls |
| Building 3 | 2,000 s.f. | 8 stalls |
| Building 4 | 2,000 s.f. | 8 stalls |
| Office | 32,200 s.f. | 116 stalls |
| Total Parking Required | | 332 stalls |
| On Site | | 330 stalls |
| Off Site | | 2 stalls |
| Total Parking Provided | | 332 stalls |
| Overall Parking Ratio: | | 3.39/1000 |

Parking Summary

| | | |
|-------------------------------|-------------|-------------------|
| Building 1 | 13,000 s.f. | 54 stalls |
| Building 2 | 13,000 s.f. | 54 stalls |
| Building 3 | 2,000 s.f. | 8 stalls |
| Building 4 | 2,000 s.f. | 8 stalls |
| Office | 32,200 s.f. | 116 stalls |
| Total Parking Required | | 332 stalls |
| On Site | | 330 stalls |
| Off Site | | 2 stalls |
| Total Parking Provided | | 332 stalls |
| Overall Parking Ratio: | | 3.39/1000 |



THE VILLAGE AT PASEO SAN GORGONIO
 Banning, CA

THE FROST COMPANY
 1000 Oldfield Road, Suite 100
 Banning, CA 92403
 Phone: (951) 863-1100
 Fax: (951) 863-1101

Arthur P. Pappalardo
 1000 Oldfield Road, Suite 100
 Banning, CA 92403
 Phone: (951) 863-1100
 Fax: (951) 863-1101

DLR Group
 1111 California
 Banning, CA 92403
 Phone: (951) 863-1100
 Fax: (951) 863-1101

SEPTEMBER 13, 2010 75-02711-00

ATTACHMENT 2

Receive and File Report
from February 13, 2018



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: February 13, 2018

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

RECOMMENDED ACTION:

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

BACKGROUND:

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

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

COMMISSION RECOMMENDATION:

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

FISCAL IMPACT:

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

ATTACHMENTS

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

Approved by:



Alejandro Diaz
City Manager

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

PREPARED BY: Tom Miller, Electric Utility Director

MEETING DATE: October 9, 2018

SUBJECT: Ordinance 1534- Amending Title 13- Public Services to Include Chapter 13.05 Banning Electric Utility Sections 13.05.010 to Section 13.05.060 of the Banning Municipal Code Creating Administrative Record for the Electric Enterprise.

RECOMMENDED ACTION:

Staff recommends discussion, approval, and implementation of the proposed additions to Title 13 – Public Services, Chapter 13.05 – Banning Electric Utility. Currently, the only ordinance for the electric utility is Chapter 13.08 – Water, Sewer, and Electricity Rates, Article I – Electric Rates, 13.08.010 Electricity Rates- Customer Charges. This ordinance will be deleted and restated.

GOAL STATEMENT:

Improve the administrative record for the electric utility. To provide clear and concise direction about the management of Banning Electric Utility.

COMMITTEE RECOMMENDATION:

Initially reviewed by the Finance and Budget Committee on July 16th, 2018, where general consensus was given to staff to proceed.

BACKGROUND:

Fundamental direction and authorities are provided in the ordinances for staff in the management and day-to-day operations of Banning Electric Utility. Upon review of the existing (or non-existent) ordinances, staff began building and documenting ordinances for the electric utility.

JUSTIFICATION:

Owning and operating an electric utility is an uncommon municipal function in the state of California. The City of Banning owns and operates an electric utility. Documenting and maintaining ordinances explaining the primary functions and authorities of Banning Electric Utility is prudent and sound business practices.

FISCAL IMPACT:

None. Sound business practices and well-documented ordinances are a prudent form of risk management.

OPTIONS:

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

ATTACHMENTS:

1. Existing Ordinances
2. Proposed Ordinance 1534

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Existing Ordinances

Chapter 13.08 - WATER, SEWER AND ELECTRICITY RATES

Sections:

Article I. - Electricity Rates

13.08.010 - Electricity rates—Customer charge.

The rates and tariffs, including rate schedules, for the operation of the City of Banning electrical utility shall be established by resolution of the city council.

(Code 1965, § 27-1.)

Article II. - Water and Sewer Rates and Fees

13.08.020 - Intent.

It is the intent of this article to establish procedures consistent with the requirements of Health and Safety Code Sections 5470 et seq. for the establishment and increase of water, sanitation, and sewage rates and charges. It is intended that this chapter supersede other provisions of this Code or other legislative enactments of the city which prescribe alternative procedures for enactment of such utility rates.

(Code 1965, § 31-1.)

13.08.030 - Procedure for setting water and sanitation rates and charges.

Notwithstanding any other provision of this Code or other legislative enactment of the city, rates and charges for city-provided water, sanitation and sewage services shall be established by ordinance approved by a two-thirds vote of the members of the city council.

(Code 1965, § 31-2.)

13.08.040 - Water rate schedule.

Water rates for the city are as follows:

Water Rate Schedule—October 2010

Customer Base Charge

Title 13 – PUBLIC SERVICES

Chapter 13.05 – BANNING ELECTRIC UTILITY

13.05.010 – PURPOSE

The City of Banning owns and operates an electric utility known as the Banning Electric Utility to provide electric power generation and electrical energy procurement, transmission and delivery of electrical energy, retail electrical energy distribution, metering, customer billing and energy efficiency services to its end-use customers.

13.05.020 – AUTHORITY

With the city council's concurrence, as provided by subsection (c) of section 2.08.080, the city manager is authorized to appoint the Banning Electric Utility director as the primary authorized representative for the Banning Electric Utility. The primary responsibility for enforcement of this chapter and the policies, rates, rules, and regulations adopted pursuant to this chapter shall be vested in the Banning Electric Utility director.

It will be the primary objective of the city in all decisions under these policies to make electrical energy services available to the end-use consumer at the lowest possible rates consistent with sound business principles and in conformance with state and federal law.

13.05.030 – ADOPTION OF RULES AND REGULATIONS BY RESOLUTION

The city council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended rules and regulations concerning the operation or administration of the Banning Electric Utility. A copy of the current rules and regulations adopted by the city council shall be kept open for inspection at the office of the Banning Electric Utility and shall also be posted online on the city's website.

13.05.040 – ADOPTION OF RATE SCHEDULES (TARIFFS) BY RESOLUTION

The city council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended electric utility rate schedules and tariffs in accordance with applicable state law. A copy of the current schedule of rates and charges adopted by the city council shall be kept open for inspection at the office of the electric utility and shall also be posted online on the city's website.

13.05.050 – ESTABLISHING ELECTRIC RATES

In the establishment of rates pursuant to this chapter, the city may provide different rates for various categories of use, quantities of power used, and types of service furnished, to the extent permitted by applicable state law.

Electric utility rates shall be sufficient to discharge and pay all the costs of operation and maintenance of the Banning Electric Utility and its electric utility system, including (i) general administrative services; (ii) services rendered by other city departments in support of the Banning Electric Utility; (iii) additions and

betterments to the electric utility system; (iv) the amortization or depreciation of obsolete facilities within the electric utility system; (v) any and all bonded indebtedness incurred in the construction or extension of the electrical utility system, including principal and interest thereof; (vi) a reasonable reserve fund to provide for unforeseen contingencies; (vii) and the acquisition of facilities in newly annexed areas. Electrical utility rates shall not be charged in excess of the amounts necessary to account for the cost, expenses, appropriate reserves, and other expenses reasonably necessary to operate the electric utility.

The city council may authorize a transfer of certain revenues from the electric utility to the city's general fund for general revenue purposes, provided that city voters authorize such transfers in accordance with state law.

13.05.060 – RESPONSIBLE PARTIES

By receiving and accepting electric utility services, customers of the electric utility shall be considered to have given express consent to, and be bound by, the provisions of this chapter, and the policies, procedures, rules and regulations, or rate schedules and tariffs adopted or amended from time to time.

It shall be unlawful for any person to violate the adopted provisions of this chapter, and such policies, procedures, rules and regulations, or rate schedules and tariffs.

ATTACHMENT 2

Proposed Ordinance 1534

ORDINANCE 1534

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING TITLE 13 – PUBLIC SERVICES TO INCLUDE CHAPTER 13.05 BANNING ELECTRIC UTILITY SECTIONS 3.05.010 TO SECTION 13.05.060 OF THE BANNING MUNICIPAL CODE CREATING ADMINISTRATIVE RECORD FOR THE ELECTRIC ENTERPRISE.

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Amend, Chapter 13 of the Banning Municipal Code, is to add Chapter 13.05, as follows:

Title 13 – PUBLIC SERVICES

Chapter 13.05 – ELECTRIC UTILITY

13.05.010 – PURPOSE

The City of Banning owns and operates an electric utility known as Banning Electric Utility to provide electric power generation and electrical energy procurement, transmission and delivery of electrical energy, retail electrical energy distribution, metering, customer billing and energy efficiency services to its end-use citizen-patrons.

13.05.020 – AUTHORITY

Under the direction of the city council, the city manager appoints an electric utility director as the primary authorized representative for the electric utility enterprise. The primary responsibility for enforcement of the adopted provisions of these policies, rates, rules, and regulations shall be vested in the electric utility director. Approval of the city shall mean approval of the electric utility director or his or her authorized representatives or designees.

It will be the primary objective of the city in all decisions under these policies to make electrical energy services available to the ultimate consumer at the lowest possible rates consistent with sound business principles and in conformance with state and federal law.

13.05.030 – ADOPTION OF RULES AND REGULATIONS BY RESOLUTION

The city council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this policy, review, operation or administration of the electric utility. A copy of the current rules and regulations adopted by the city shall be kept open for inspection at the office of the electric utility and shall also be posted online on the city's website.

13.05.040 – ADOPTION OF RATE SCHEDULES (TARIFFS) BY RESOLUTION

The city council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this policy review, revise, adopt and/or promulgate new or amended electric utility rate schedules and tariffs. A copy of the current schedule of rates and charges adopted by the city shall be kept open for inspection at the office of the electric utility and shall also be posted online on the city's website.

13.05.050 –ESTABLISHING ELECTRIC RATES

In the establishment of rates pursuant to this policy, the city may provide different rates for various categories of use, quantities of power used, and types of service furnished.

Any electrical utility rates set shall be sufficient to discharge and pay all the costs of operation and maintenance of the electric utility department and electric utility system, including reasonable provisions for general administrative services, and to discharge and pay all costs in connection with additions and betterments to the electrical utility system, and to provide for the amortization of all depreciation and obsolescence within the system, and to discharge and pay any and all bonded indebtedness incurred in the construction or extension of the electrical utility system, including principal and interest thereof, and to establish and maintain a reasonable reserve fund to provide for unforeseen contingencies and the acquisition of facilities in newly annexed areas as well as extensions and betterments of the existing system. Electrical utility rates shall not be charged in excess of the amounts necessary to raise the cost, expenses, and appropriate reserves set out in policy.

13.05.060 – RESPONSIBLE PARTIES

By receiving and accepting electric utility services, customers of the electric utility shall be considered to have given express consent to, and be bound by, the provisions of policies, procedures, rules and regulations, or rate schedules and tariffs adopted or amended from time to time.

It shall be unlawful for any person to violate the adopted provisions of these policies, rates and regulations.

SECTION 2. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 5: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM 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 Ordinance 1534 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of October, 2018, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 20__, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL
FROM: Rochelle Clayton, Interim City Manager
PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: October 9, 2018

SUBJECT: Resolution 2018-127, Approval of a Twelve (12) Month Extension of Time for Tentative Parcel Map 34335 for Property Generally Located South of Railroad Right-of-Way, North of Banning Airport, Immediately west of the Eastern City Limit; APN 532-110-006, 532-130-001, and 532-130-002.

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing on the extension of time for Tentative Parcel Map No. 34335; and
2. Adopt Resolution No. 2018-127, approving a twelve (12) month extension of time for Tentative Parcel Map No. 34335.

APPLICANT INFORMATION:

PROJECT APPLICANT: William Patton, President
Pacific Newport Properties, Inc.
17842 Mitchell North, Suite 100
Irvine, CA 92614

PROPERTY OWNER: Banning Industrial, L.P.
17842 Mitchell North Suite 100
Irvine, CA 92614

PROJECT LOCATION: South of railroad right of way, north of Banning Airport, immediately west of the eastern City limit.

APN INFORMATION: 532-110-006, 532-130-001, and 532-130-002

JUSTIFICATION:

In accordance with California Government Code (CGC) Section 66452.6(a)(1), an approved or conditionally approved tentative map expires 24 months after it is approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. CGC Section 66452.6(e) allows for extensions of time for approved or conditionally approved tentative maps if the subdivider submits an application for an extension prior to the expiration of the map. Tentative maps may be extended by the legislative body for a period or periods not exceeding a total of six years. Therefore, an approved tentative map may remain active for at least a total of eight years before expiring. Additional extensions of time may result from the filing of a final map for part of the property, or by acts of the State Legislature known as automatic "Legislative Extensions".

BACKGROUND:

On October 22, 2007, the Planning Division reviewed Tentative Parcel Map No. 34335 and a Mitigated Negative Declaration prepared for the Map. The Community Development Director made findings approving Tentative Parcel Map No. 34335, subject to certain Conditions of Approval (Attachment 2). It should be noted that within the City of Banning, approval authority for Tentative Parcel Maps rested with the Community Development Director until April 12, 2010, at which time amendments to the Municipal Code placed approval authority with the City Council after recommendation by the Planning Commission.

The original approval of Tentative Parcel Map No. 34335 provided for a 24-month expiration date of October 22, 2009. Subsequent Legislative Extensions automatically extended the expiration date for Tentative Parcel Map No. 34335 to October 22, 2016. Specifically, Senate Bill 1185 (Gov. Code, § 66452.21) extended the life of the Map by 12 months to October 22, 2010; Assembly Bill 333 (Gov. Code, § 66452.22) extended the life of the Map by 24 months to October 22, 2012; Assembly Bill 208 (Gov. Code, § 66452.23) extended the life of the Map by 24 months to October 22, 2014; and Assembly Bill 116 (Gov. Code, § 66452.24) extended the life of the Map by 24 months to October 22, 2016. In 2016, the City Council approved the first twelve (12) month extension of time for Tentative Parcel Map No. 34335 under Government Code Section 66452.6(e) by adoption of Resolution No. 2016-25 (Attachment 4), which extended the life of the Map to October 22, 2017. In 2017, the City Council approved the second twelve (12) month extension of time for Tentative Parcel Map No. 34335 under Government Code Section 66452.6(e) by adoption of Resolution No. 2017-107 (Attachment 4), which extended the life of the Map to October 22, 2018.

On July 18, 2018, the Planning Division received an application from the project applicant seeking approval of a third twelve (12) month extension of time for Tentative Parcel Map No. 34335 under Government Code Section 66452.6(e).

ANALYSIS:

Government Code Section 66452.6(e) authorizes the extension of the life of Tentative Parcel Map No. 34335 for up to an additional three years. If approved, the extension of time will extend the life of the Map to October 22, 2019, and will require the project applicant to record Final Parcel Map by or before that date, unless the life of the Map is further extended.

FISCAL IMPACT:

There are no direct fiscal impacts to the General Fund from this action. However, should the applicant record the Final Parcel Map and obtain permits for the project, the City would receive development impact fees.

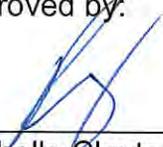
PUBLIC COMMUNICATION:

The proposed extension of time for Tentative Parcel Map No. 34335 was advertised in the Record Gazette newspaper on September 28, 2018. Additionally, notice was mailed to all property owners within 300 feet of the project. As of the date of this report, staff has not received any verbal or written comments for or against the proposal.

ATTACHMENTS:

1. Resolution 2018-127
2. Copy of Tentative Parcel Map No. 34335
3. Approval letter dated 10/22/07, with Conditions of Approval and Mitigated Negative Declaration.
4. Resolutions 2017-107 and 2016-25
5. Public Hearing Notice

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-127

RESOLUTION 2018-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TWELVE (12) MONTH EXTENSION FOR TENTATIVE PARCEL MAP NO. 34335 (TPM 34335), AND DETERMINING NO FURTHER CEQA REVIEW REQUIRED

WHEREAS, an application for an extension of time for Tentative Parcel Map No. 34335 was duly filed on July 18, 2018, by:

Project Applicant: William Patton, Pacific Newport Properties, Inc.

Project Location: South of railroad right of way, north of Banning Airport, and immediately west of the eastern City limit

APNs: 532-110-006, 532-130-001, and 532-130-002

Project Area: 63.9 Acres

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") and the state CEQA Guidelines, City staff has considered the potential environmental impacts of the extension of time for Tentative Parcel Map No. 34335 (the "Project"). City staff has also reviewed the Initial Study and Mitigated Negative Declaration (MND) prepared for Tentative Parcel Map No. 34335 and approved by the Community Development Director for the City of Banning on October 22, 2007, including the impacts and mitigation measures identified therein. The prior is incorporated herein by this reference. Based on that review, the City of Banning Planning Division has determined that the Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior MND. All potential environmental impacts associated with Tentative Parcel Map No. 34335 and the extension of time for Tentative Parcel Map No. 34335 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant; and

WHEREAS, on October 22, 2007, the City's Planning Division reviewed the proposed Tentative Parcel Map No. 34335 and the Mitigated Negative Declaration (MND) prepared for the Map, and the Community Development Director, as authorized under the Banning Municipal Code, made findings approving Tentative Parcel Map No. 34335 with an expiration date of October 22, 2009, subject to certain Conditions of Approval; and

WHEREAS, legislation enacted by the State Legislature, specifically Senate Bill 1185, Assembly Bill 333, Assembly Bill 208, and Assembly Bill 116 automatically extended the life of Tentative Parcel Map No. 34335 to October 22, 2016; and

WHEREAS, on April 12, 2016, the City Council approved the first twelve (12) month extension of time for Tentative Parcel Map No. 34335 by adoption of Resolution 2016-25, extending the life of the Map to October 22, 2017; and

WHEREAS, on November 14, 2017, the City Council approved a second twelve (12) month extension of time for Tentative Parcel Map No. 34335 by adoption of Resolution 2017-107, extending the life of the Map to October 22, 2018; and

WHEREAS, on July 18, 2018, the project applicant timely filed an application seeking a third twelve (12) month extension of time for Tentative Parcel Map No. 34335, extending the life of the Map to October 22, 2019; and

WHEREAS, on October 9, 2018, the City Council held a duly noticed public hearing to consider the proposed extension of time for Tentative Parcel Map No. 34335.

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

Section 1. The City Council has independently reviewed staff's determination, and based upon the whole record before it, and its independent review and judgment, finds that that the Project, is not subject to further environment review pursuant to the CEQA Guidelines because: (1) the Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior MND; and (2) all potential environmental impacts associated with Tentative Parcel Map No. 34335 and the extension of time for Tentative Parcel Map No. 34335 are adequately addressed by the prior MND, and the mitigation measures contained in the prior MND will reduce those impacts to a level that is less than significant. The custodian of records for prior MND, and all other materials that constitute the record of proceedings upon which the City Council's determination is based, is the Planning Division of the City of Banning. Those documents are available for public review in the Planning Division located at 99 E. Ramsey Street, Banning, California 92220.

Section 2. The City Council determines that the findings for approval of Tentative Parcel Map No. 34335 that were made by the City on October 22, 2007, remain applicable to the proposed extension of time for Tentative Parcel Map No. 34335, and on that basis, the City Council of the City of Banning hereby approves an additional twelve (12) month extension of time for Tentative Parcel Map No. 34335 in accordance with Government Code Section 66452.6(e). With this extension, Tentative Parcel Map No. 34335 shall now expire on October 22, 2019.

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

George Moyer, Mayor
City of Banning

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

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

ATTEST:

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

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2018-127 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of October, 2018.

AYES:

NOES:

ABSENT:

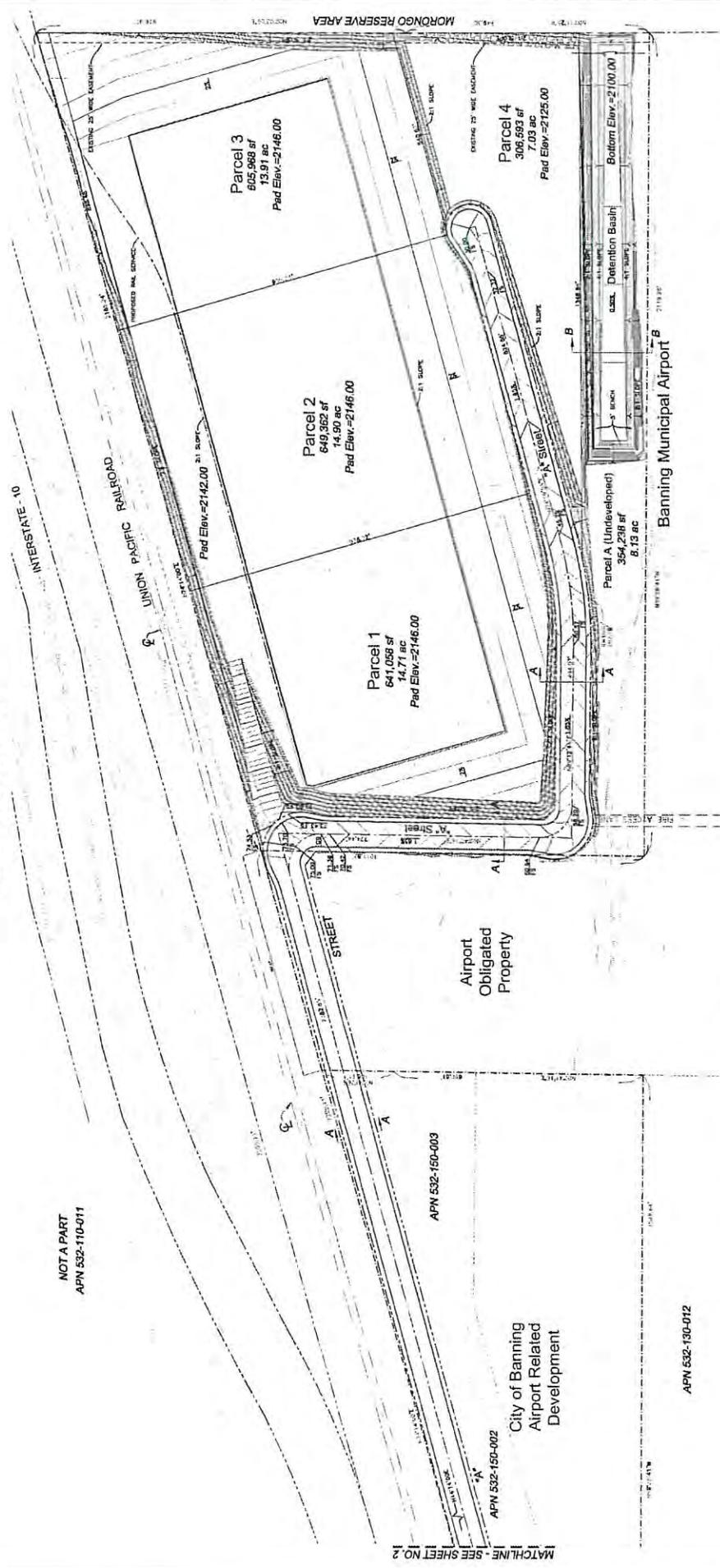
ABSTAIN:

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

ATTACHMENT 2

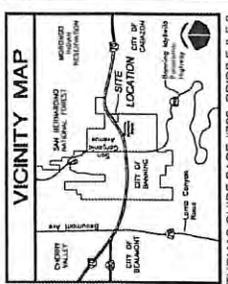
Tentative Parcel Map 34335

TENTATIVE PARCEL MAP NO. 34335



NOT A PART
APN 532-110-011

City of Banning
Airport Related
Development



GENERAL PLAN
AIRPORT INDUSTRIAL

ZONING
A

APN
532-150-002
532-150-003
532-150-006

BENCH MARK
THREE (3) BENCH MARKS IN PLANTING BEDS
MARKS A, B, C
MARK A LOCATED 230' WEST AND 100' NORTH
OF PARCEL 1
MARK B LOCATED 100' WEST AND 100' NORTH
OF PARCEL 1
MARK C LOCATED 100' WEST AND 100' NORTH
OF PARCEL 1
ELEVATION = 2113.44 FEET MATH-HPD 28

OWNER/DEVELOPER
MC HOLDINGS, LLC
10000 W. STATE ST. SUITE 200
MONTROSE, CO. 80646
TEL: (303) 441-4888
CONTACT: JEFF ANDERSON

SOILS ENGINEER
SCOTT'S ENGINEERS
1333 W. 10TH AVE. SUITE 300A
DENVER, CO 80202
TEL: (303) 231-0388
WWW.SCOTTS-ENGINEERS.COM
CONTACT: ANTHONY F. BELFAST

PROJECT DATA
APN: 532-150-002
ACRES: 21.14
SECTION: 34
NET DEVELOPABLE AREA: 2,462,874 SF (56.06 AC)



THOMAS GUIDE PAGE #722, GRIDS E & F-3
PREPARED BY:
**Kimley-Horn
and Associates, Inc.**
14100 E. WASHINGTON AVE. SUITE 200
DENVER, CO 80231
TEL: (303) 752-1300
WWW.KIMLEY-HORN.COM

DATE: May 18, 2006
SHEET NO. 1 OF 2

ATTACHMENT 3

Copy of Approval letter dated
10/22/07 with Conditions of Approval
and Mitigated Negative Declaration



Planning Department

CITY OF BANNING

P.O. BOX 998
BANNING, CA 92220
(951) 922-3125

October 22, 2007

Mr. Jeff Gordon
Messenger Investment Company
250 Newport Center Drive, Suite 250
Newport Beach, CA 92660

**SUBJECT: MITIGATED NEGATIVE DECLARATION AND TENTATIVE
PARCEL MAP 34335**

Dear Mr. Gordon:

Thank you for the opportunity to review the proposed project (Mitigated Negative Declaration and Tentative Parcel Map 34335); located south of the railroad right-of-way, north of the Banning Airport, and immediately west of the eastern City limits (Assessor's Parcel Numbers 532-110-006, 532-130-001, and 532-130-002).

The project involves the subdivision of a 63.9 acre site into four (4) development parcels, Parcel "A" (remnant parcel used, in part, for a detention basin), and Street "A". Tentative Parcel Map 34335 will involve the construction of up to 1,000,000 square feet of Airport Industrial land uses. The project involves the extension of John Street to the subject site as well as the secondary emergency access road through the Banning Airport to the southwest portion of the subject site.

In accordance with Table 9111.A of the Zoning Code, the Community Development Department has reviewed and approves Tentative Parcel Map 34335 subject to the findings (stated below) and Conditions of Approval (Attachment "A"). In addition, Staff has determined that the project would result in potentially significant effects on the environment, but that revisions to the project or the incorporation of the mitigation measures would avoid or lessen the effects below the threshold of significance; therefore, the Community Development Department has approved a Mitigated Negative Declaration in accordance with the Guidelines for the Implementation of the

**Our Mission as a City is to provide citizens a safe, pleasant and
prosperous community in which to live, work and play. We will achieve
this in a cost effective, citizen friendly and open manner**

California Environmental Quality Act. The Mitigated Negative Declaration, as well as corresponding information is attached to this letter (Attachment "B").

The Community Development Department has made the following findings to approve this project, subject to Conditions of Approval (attached to this letter and incorporated by reference):

1. CEQA: The approval of Tentative Parcel Map 34335 is in compliance with the requirements of the California Environmental Quality Act ("CEQA"), in that on August 6, 2007, the Community Development Department approved the Mitigated Negative Declaration and Mitigation monitoring Program reflecting its independent judgment and analysis and documenting that there was no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City's environmental review for the project are on file and available for public review at Banning City Hall, 99 E. Ramsey Street, Banning, California 92220.
2. Wildlife Resources: Pursuant to Title 14, California Code of Regulations Section 753.5(c), the Community Development Department has determined, based on consideration of the whole record before it, that there is no evidence that the proposed project will have the potential for any adverse effect on wildlife resources or the habitat upon which wildlife depends. Furthermore, on the basis of substantial evidence, the Community Development Department hereby finds that any presumption of adverse impact has adequately been rebutted.
3. Multiple Species Habitat Conservation Plan (MSHCP): The project is found to be consistent with the MSHCP. The project is located outside of any MSCHP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

In accordance with Banning Municipal Code §2-9 and Government Code §66473.1, §66473.5 and §66474, the Community Development Department, in light of the whole record before it, including but not limited to the documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities and any other evidence within the record or provided for this project, the Community Development Department hereby finds and determines as follows:

Finding 1:

Tentative Parcel Map 34335 is consistent and compatible with the objectives, policies, general land uses, and programs specified the City's General Plan in that:

Fact:

The General Plan land use designation for the site is Airport Industrial ("AI"). The General Plan encourages industrial land uses that are: non-polluting which provide local jobs for the City's residents; sufficient lands for manufacturing, warehousing and distribution; and good access to Interstate 10. The proposed map will result in the development of up to one million square feet

of industrial uses, which will accommodate various industrial-related land uses. Although the applicant is not proposing to develop the lots, the parcels will be developed in a manner consistent with the General Plan's land use designation.

In terms of air quality, the impacts were calculated based on the current South Coast Air Quality Control Board model (EMFAC 2007). This model and its factors include construction and operational data for a project as described in the Initial Study. The factors used in the analysis assume an opening year of 2008, and applied the appropriate factors for that year. All required analysis was completed for the proposed project.

The proposed mitigation measures reduce impacts associated with fugitive dust to less than significant levels, consistent with the SCAQMD's reduction factors for fugitive dust control. The intensity of the use, and the number of heavy truck trips which will result from build out of the proposed project, will also result in high emissions of oxides of carbon and nitrogen, volatile organic compounds and particulate matter.

The proposed project's traffic impacts can be mitigated to levels which are less than significant with the implementation of the improvements listed in the Initial Study. The proposed project will participate in the construction of these improvements on a fair share basis. The proposed project's impacts on traffic and circulation will be less than significant.

The proposed project occurs in the Airport Industrial land use designation, and is surrounded by lands designated Public- Airport or Industrial in the General Plan. Industrial and airport uses occur on developed lands surrounding the proposed project. No sensitive receptors occur adjacent to the proposed project. The proposed project is consistent with the General Plan land use designation which has been assigned to the property, and does not exceed the development standards for that land use designation. The intensity of development proposed was therefore analyzed in the General Plan, and the General Plan EIR. The proposed project has the potential to generate over 650 jobs, which would be available to the City's existing and future residents, and would reduce commuter traffic on regional roadways. The reduction in commuter traffic would result in a reduction in air emissions in the region.

As stated in the Initial Study, the General Plan EIR was used in the completion of the Initial Study. That analysis considered the potential impacts associated with General Plan build out for all aspects of the affected environment, including air quality. The EIR concluded that operational and construction air quality impacts would be potentially significant. The City considered these potential impacts, and determined that the benefits associated with the build out of the General Plan outweigh the impacts associated with air quality. The City adopted Findings and a Statement of Overriding Considerations in conjunction with the certification of the EIR. Therefore, the proposed project's benefits outweigh the potential air quality impacts.

Finding 2:

The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site

improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards:

Fact:

The design and improvement of the subdivision proposed under Tentative Parcel Map 34335 is consistent with the City's General Plan in that the proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities which have been designed and are conditioned to be constructed in conformance with City standards.

Finding 3:

The site is physically suitable for the type of development proposed under Tentative Parcel Map 34335:

Fact:

The site is generally flat and rectangular in shape and 63.9 acres in size and suitable for development. The site is not located within a flood plain and no major geologic hazards have been reported on the site or other limited conditions that would render it unsuitable for industrial development. There is an industrial development immediately adjacent to the project site.

Finding 4:

The site is physically suitable for the density of development proposed under Tentative Parcel Map 34335:

Fact:

The site is generally rectangular and flat in shape and consists of 63.9 acres in size and suitable for industrial development. The subdivision has been designed to accommodate the development of four (4) industrial parcels ranging in size from 254,080 sq. ft. to 691,419 sq. ft. in size. There are no density ranges provided in the Land Use Element of the City's General Plan for Airport Industrial designated properties.

Finding 5:

The design of the subdivision and improvements proposed under Tentative Parcel Map 34335 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat:

Fact:

Both a habitat assessment and a jurisdictional delineation were completed for the proposed project¹. The habitat assessment determined that the site's vegetation consists of non-native grasslands, and remnants of alluvial scrub, which pre-date the grasslands. The assessment also determined that several drainages occur on the project site.

¹ "Habitat Assessment Report for the Messenger Industrial Park..." prepared by Rocks Biological Consulting, June 2007; and "Jurisdictional Delineation Banning Industrial Park," prepared by Kimley-Horn, April 2007.

The assessment found that no burrowing owl occurred on the project site. However, given the presence of the species on and around the Banning Airport, its presence in the future is possible. This is a potentially significant impact which requires mitigation.

The assessment further determined that the project site does not consist of suitable soils (clays) for either Marvin's Onion or Many-stemmed Dudleya.

The Riverside County Multiple Species Habitat Conservation Plan identifies the project site as part of a Special Linkage Area (SLA), Subunit 3 of the San Timoteo Creek portion of the Special Linkage areas. The assessment considered the potential impacts of the proposed project on the SLA, and found that many of the species identified in the MSHCP do not occur, or will not be significantly impacted by the proposed project. The assessment further identified that the proposed project consists of less than 3% of the total SLA, and that the lack of development activity, and the small area to be disturbed within the SLA, will lower the potential impacts to the SLA. However, the assessment did not complete trapping for the Los Angeles Pocket Mouse, which is known to occur in drainages in the east side of the City. Impacts to the species would be potentially significant, and mitigation is required to insure that these potential impacts are reduced to less than significant levels.

The jurisdictional delineation prepared for the project site determined that the proposed project contains 0.81 acres of jurisdictional areas in 5 drainages, including the San Gorgonio River. The document further determined that the proposed project will permanently impact 0.17 acres of California and US jurisdictional area, and temporarily impact 0.07 acres of such area. The document proposes the installation of vegetative enhancements above the ordinary high water mark to compensate for these losses. The project will be required to secure permits from the US Army Corps of Engineers, the California Department of Fish and Game, and the California Regional Water Quality Control Board for impacts to these drainages. In addition, the MSHCP requires the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) for impacts to the drainages, which will be approved by the City, the CDFG and the USFWS. This mitigation measure will assure that impacts to the drainages will be less than significant.

1. Prior to the issuance of a grading permit, a pre-construction burrowing owl survey shall be completed, in compliance with California Department of Fish and Game protocol. The survey shall be completed immediately preceding the initiation of construction. Should the species be identified, avoidance measures shall be undertaken, unless a relocation plan is approved by the California Department of Fish and Game. No ground disturbing activity shall commence on the site until all recommended mitigation measures are completed to the satisfaction of the City and the Department of Fish and Game.

2. Prior to the issuance of a grading permit, the project proponent shall cause to be completed, by a qualified biologist, a trapping study for Los Angeles Pocket Mouse. Should the habitat or species be identified, the provisions of the MSHCP shall apply. Preservation of habitat, or the preparation of a Determination of Biologically Equivalent or Superior Preservation

(DBESP) shall be prepared and approved by the US Fish and Wildlife Service, the California Department of Fish and Game, and the City.

3. Prior to the issuance of a grading permit, the project proponent shall secure appropriate permits from the US Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the City for impacts to the drainages on the site.

With the implementation of these mitigation measures, impacts to biological resources are expected to be less than significant.

Finding 6:

The design of the subdivision and improvements proposed under Tentative Parcel Map 34335 is not likely to cause serious public health problems:

Fact:

The construction of industrial buildings on the project site will result in the storage and transport of small amounts of cleansers, chemicals and similar products required for cleaning and maintenance within the project. The amounts to be stored are not expected to result in a hazard.

Should a business which handles larger amounts of these materials be proposed within the project, the business will be regulated by the City, the County and the State, and the storage and transport of these materials will occur under prescribed standards. These standards are designed to reduce potential impacts to less than significant levels.

The construction of the proposed project will not impact wildland fire hazards, as the site is located in an urbanized area of the City. The applicant will be required to provide an emergency access roadway onto the airport, to provide a second point of access and assure emergency access for public safety vehicles.

The site is located adjacent to the Banning Airport. The construction of structures on the site will be subject to the requirements of the Airport Land Use Plan, and will require review by the Airport Land Use Commission. These requirements will assure that impacts associated with structures to be located adjacent to the airport are reduced to less than significant levels.

Overall impacts associated with hazardous materials are expected to be less than significant.

Finding 7:

The design of the subdivision and improvements proposed under Tentative Parcel Map 34335, will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision in that:

Fact:

No easement of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site

and the City does not otherwise have any constructive or actual knowledge or any such easements.

In order to assure that the proposed project does not significantly impact the circulation system, the following mitigation measures are required:

1. The project proponent shall contribute his fair share to the signalization of the project area intersections, the widening of 8th Street and Hargrave Street prior to issuance of building permits.
2. Prior to issuance of building permits for the proposed project, the applicant shall contribute his fair share to widen Lincoln Street to 4 lanes.

The proposed project does not include unsafe designs. The proposed project will be required to conform to the City's Zoning Ordinance in the provision of parking for the site. In order to provide access to the site, the project has been conditioned to develop the roadway to the site before or concurrently with the any development of the site. The proposed project will be reviewed and approved by the Fire Department to assure adequate emergency access. The proposed project will be reviewed by the Airport Land Use Commission to assure no conflicts with its land use plan.

With the implementation of the mitigation measures listed above, impacts associated with traffic and circulation are expected to be less than significant.

Finding 8:

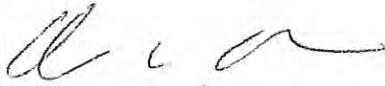
The design of the subdivision proposed for Tentative Parcel Map 34335 adequately provides for future passive or natural heating and cooling opportunities in the subdivision in that:

Fact:

The proposed layout has taken into consideration the local climate and the existing contours and its surroundings because the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit the future orientation of structures in an east-west alignment for southern exposure, or to take advantage of prevailing breezes.

If you or anyone is aggrieved with this decision, this matter can be appealed within fifteen (15) days from the mailing date of this correspondence to the Planning Commission. Said appeal must be in writing and outline/substantiate the basis for the disagreement. All appeals must be accompanied with a non-refundable fee (\$4,031.00) to cover the costs associated with processing. If you file an appeal, you will be notified thereafter of the date and time the public hearing that will be held by the Planning Commission.

Regards,



Oscar Orci
Community Development Director

CC: Mayor and City Council
Planning Commission
Randy Anstine, City Manager

Attachments

- A. Conditions of Approval
- B. Mitigated Negative Declaration with Mitigation Measures

TPM 34335

***CONDITIONS
OF
APPROVAL***

**ATTACHMENT
“A”**



DEPARTMENT OF PLANNING

Planning Department
(951)922-3125

CONDITIONS OF APPROVAL

PROJECT #: Tentative Parcel Map 34335
SUBJECT: Messenger Industrial Project
APPLICANT: Messenger Investment Company
LOCATION: South of Railroad right of way, north of Banning Airport, immediately west of the eastern City Limit; Assessor's Parcel Nos: 532-110-006, 532-130-001, 532-130-002

APPLICANT SHALL CONTACT THE PLANNING DIVISION, (951) 922-3125, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

A. General Requirements

- 1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings...
2. The issuance of these Conditions of Approval do not negate the requirements of the Engineering/Public Works Department or submittal, review, and approval of: Street improvement plans, signing and striping plans, grading plans, storm drain improvement plans, street lighting plans, water, sewer, and electrical improvement plans, or other plans as deemed necessary by the City Engineer.

Completion Date

/ /

/ /

- 3. A copy of the signed Resolution of Approval or Community Development Director's letter of approval, and all Standard Conditions, shall be included in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for plan check.

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B. Site Development

- 1. The site shall be developed and maintained in accordance with the approved plans.
- 2. Development plans shall be reviewed and approved in accordance with the Banning Code provisions.
- 3. Building permits will be issued concurrently or after the development of the required roadways to the site.
- 4. Occupancy of the facilities shall not commence until such time as all Uniform Building Code and State Fire Marshal regulations have been complied with. Prior to occupancy, plans shall be submitted to the City of Banning Fire Marshal and the Building and Safety Division to show compliance. The buildings shall be inspected for compliance prior to occupancy.
- 5. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.) or prior to final map approval in the case of a custom lot subdivision, or approved use has commenced, whichever comes first.
- 6. Approval of this request shall not waive compliance with all sections of the Development Code, all other applicable City Ordinances, and applicable Community or Specific Plans in effect at the time of building permit issuance.
- 7. All ground-mounted utility appurtenances such as transformers, AC condensers, etc., shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director.
- 8. The developer shall submit a construction access plan and schedule for the development of all lots for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.
- 9. Six-foot decorative block walls shall be constructed along the project perimeter.
- 10. Graffiti shall be removed within 72 hours.
- 11. A detailed on-site lighting plan, including a photometric diagram, that illustrates "0" lumens at the property line, shall be reviewed and approved by the Community Development Director and Police Department (922-3125) prior to the issuance of building permits. Such plan shall indicate style, illumination, location, height, and method of shielding so as not to adversely affect adjacent properties.

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C. Landscaping

1. A detailed landscape and irrigation plan, including slope planting, shall be prepared by a licensed landscape architect and submitted for Community Development Director review and approval prior to the issuance of building permits.
2. All private slopes of 5 feet or more in vertical height and of 5:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
3. All private slopes in excess of 5 feet, but less than 8 feet in vertical height and of 2:1 or greater slope shall be landscaped and irrigated for erosion control and to soften their appearance as follows: one 15-gallon or larger size tree per each 150 sq. ft. of slope area, 1-gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover. In addition, slope banks in excess of 8 feet in vertical height and 2:1 or greater slope shall also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
4. For the project property owners are responsible for the continual maintenance of all landscaped areas on-site, as well as contiguous planted areas within the public right-of-way. All landscaped areas shall be kept free from weeds and debris and maintained in healthy and thriving condition, and shall receive regular pruning, fertilizing, mowing, and trimming. Any damaged, dead, diseased, or decaying plant material shall be replaced within 30 days from the date of damage.
5. The final design of the perimeter parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan which may be required by the Engineering Division.
6. All walls shall be provided with decorative treatment. If located in public maintenance areas, the design shall be coordinated with the Engineering Division.
7. Landscaping and irrigation shall be designed to conserve water through the principles of Xeriscape in accordance with the Zoning Code.

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D. Environmental

1. Applicant shall abide by the mitigation measure stipulated in the Mitigated Negative Declaration for this Parcel Map (Tentative Parcel Map 347335).

E. Other Agencies

1. The applicant shall contact the U.S. Postal Service to determine the appropriate type and location of mail boxes. Multi-family residential developments shall provide a solid overhead structure for mail boxes with adequate lighting. The final location of the mail boxes and the design of the overhead structure shall be subject to Community Development Director review

and approval prior to the issuance of building permits.

APPLICANT SHALL CONTACT THE BUILDING AND SAFETY DIVISION, (951) 922-3120, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

F. General Requirements

1. Submit four complete sets of plans including the following:
 - a. Site/Plot Plan;
 - b. Foundation Plan;
 - c. Floor Plan;
 - d. Ceiling and Roof Framing Plan;
 - e. Electrical Plans (2 sets, detached) including the size of the main switch, number and size of service entrance conductors, panel schedules, and single line diagrams;
 - f. Plumbing and Sewer Plans, including isometrics, underground diagrams, water and waste diagram, sewer or septic system location, fixture units, gas piping, and heating and air conditioning; and
2. Submit two sets of structural calculations, energy conservation calculations, and a soils report. Architect's/Engineer's stamp and "wet" signature are required prior to plan check submittal.
3. Separate permits are required for fencing and/or walls.
4. Contractors must show proof of State and City licenses and Workers' Compensation coverage to the City prior to permit issuance.
5. Business shall not open for operation prior to posting the Certificate of Occupancy issued by the Building and Safety Division.

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G. Site Development

1. Plans shall be submitted for plan check and approved prior to construction. All plans shall be marked with the project file number (i.e., CUP 98-01). The applicant shall comply with the latest adopted Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electric Code, Title 24 Accessibility requirements, and all other applicable codes, ordinances, and regulations in effect at the time of permit application. Please contact the Building and Safety Division for availability of the Code Adoption Ordinance and applicable handouts.
2. Prior to issuance of building permits for a new commercial or industrial development or addition to an existing development, the applicant shall pay development fees at the established rate. Such fees may include, but are not limited to: Transportation Development Fee, Drainage Fee, School Fees, Permit and Plan Checking Fees. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division prior to permit issuance.

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|--|-----|
| 3. Street addresses shall be provided by the Building Official, after tract/parcel map recordation and prior to issuance of building permits. | / / |
| 4. For projects using septic tank facilities, written certification of acceptability, including all supportive information, shall be obtained from the Riverside County Department of Environmental Health and submitted to the Building Official prior to the issuance of Septic Tank Permits, and prior to issuance of building permits. | / / |
| 5. Construction activity shall not occur between the hours of 8:00 p.m. and 6:30 a.m. Monday through Saturday, with no construction on Sunday or holidays. | / / |
| 6. Construct trash enclosure(s) per City Standard (available at the Planning Division's public counter). | / / |
| 7. Submit pool plans to the County of Riverside's Environmental Health Services Department for approval. | / / |
| 8. The following is required for side yard use for increase in allowable area: | / / |
| a. Provide a reduced site plan (8 ½" x 11") which indicates the non-buildable easement. | |
| b. Recorded "Covenant and Agreement for the Maintenance of a Non-Buildable Easement," which is signed by the appropriate property owner(s). | |
| c. Sample document is available from the Building and Safety Division. | |
| H. New Structures | / / |
| 1. Provide compliance with the Uniform Building Code for the property line clearances considering use, area, and fire-resistiveness. | / / |
| 2. Provide compliance with the Uniform Building Code for required occupancy separation(s). | |
| 3. Roofing material shall be installed per the manufacturer's "high wind" instructions. | / / |
| 4. Plans for food preparation areas shall be approved by County of Riverside Environmental Health Services prior to issuance of building permits. | / / |
| 5. Provide draft stops in attic areas, not to exceed 3,000 square feet, in accordance with UBC Table 5-A. | / / |
| 6. Provide draft stops in attics in line with common walls. | / / |
| 7. Roofing materials shall be Class "A." | / / |
| 8. Exterior walls shall be constructed of the required fire rating in accordance with UBC Table 5-A. | / / |
| 9. Openings in exterior walls shall be protected in accordance with UBC Table 5-A. | / / |
| 10. If the area of habitable space above the first floor exceeds 3,000 square feet, then the construction type shall be V-1 Hour. | / / |

11. Walls and floors separating dwelling units in the same building shall be not less than 1-hour fire-resistive construction. / /

12. Provide smoke and heat venting in accordance with UBC Section 906. / /

13. Provide method of airborne and impact sound transmission control between dwelling units. / /

14. Upon tenant improvement plan check submittal, additional requirements may be needed. / /

I. Grading / /

1. Grading of the subject property shall be in accordance with the Uniform Building Code, City Grading Standards, and accepted grading practices. The final grading plan shall be in substantial conformance with the approved grading plan. / /

2. A soils report shall be prepared by a qualified engineer licensed by the State of California to perform such work.

3. A geological report shall be prepared by a qualified engineer or geologist and submitted at the time of application for grading plan check. / /

4. The final grading plans shall be completed and approved prior to issuance of building permits. / /

5. As a custom-lot subdivision, the following requirements shall be met: / /

a. Surety shall be posted and an agreement executed guaranteeing completion of all on-site drainage facilities necessary for dewatering all parcels to the satisfaction of the Building and Safety Division prior to final map approval and prior to the issuance of grading permits. / /

b. Appropriate easements for safe disposal of drainage water that are conducted onto or over adjacent parcels, are to be delineated and recorded to the satisfaction of the Building and Safety Division prior to issuance of grading and building permits. / /

c. On-site drainage improvements, necessary for dewatering and protecting the subdivided properties, are to be installed prior to issuance of building permits for construction upon any parcel that may be subject to drainage flows entering, leaving, or within a parcel relative to which a building permit is requested. / /

d. Final grading plans for each parcel are to be submitted to the Building and Safety Division for approval prior to issuance of building and grading permits. (This may be on an incremental or composite basis). / /

6. A separate grading plan check submittal is required for all new construction projects and for existing buildings where improvements being proposed will generate 50 cubic yards or more of combined cut and fill. The Grading Plan shall be prepared, stamped, and signed by a California Registered Civil Engineer. / /

APPLICANT SHALL CONTACT THE ENGINEERING DIVISION, (951) 922-3130, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS: / /

J. Public Works General Requirements

/ /

1. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

2. Prior to the issuance of any grading, construction, or public works permit by the City, the applicant shall obtain any necessary clearances and/or permits from the following agencies:
 - Fire Marshal
 - Public Works Department (Grading Permit, Public Improvement Permit)
 - Community Development Department
 - Federal Aviation Administration (FAA)
 - Riverside County Environmental Health Department
 - Banning Unified School District
 - California Regional Water Quality Control Board Colorado River Basin (RWQCB)
 - South Coast Air Quality Management District (SCAQMD)
 - United States Army Corps of Engineers (USACE)
 - California Department of Fish and Game (DFG)

The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

3. The following improvement plans shall be prepared by a civil engineer or architect licensed by the State of California as allowed and submitted to the Engineering Division for review and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized by the City Engineer in writing, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors).
- A. On-Site Rough Grading Plan: 1" = 40' Horizontal
(all conditions of approval shall be reproduced on last sheet of set)
 - B. Clearing Plan: 1" = 50' Horizontal
Include fuel modifications zones
Include construction fencing plan
 - C. SWPPP: 1" = 40' Horizontal
(Note: A, B, & C shall be processed concurrently.)
 - D. Storm Drain Plan: 1" = 40' Horizontal
 - E. Off-Site Street Improvement Plan: 1" = 40' Horizontal/1" = 4' Vertical
 - F. Off-Site Landscaping Plan: 1" = 20' Horizontal
 - G. Off-Site Signing & Striping Plan: 1" = 40' Horizontal
 - H. On-Site Street Improvement/Signing & Striping Plan: 1" = 40' Horizontal/
1" = 4' Vertical
 - I. On-Site Precise Grading Plan 1" = 30' Horizontal

Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.

All on-site signing and striping plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.

A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.

- 4. Upon completion of construction, the applicant shall furnish the City with reproducible record drawings on Mylar of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD or raster-image files submitted to the City, revised to reflect the "As-Built" conditions.
- 5. All utility systems including gas, electric, telephone, water, sewer, and cable TV shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City Codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired as necessary.

____/____/____

K. Rights of Way

- 6. Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed development. Conferred rights shall include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements.
- 7. The applicant shall offer for dedication on the Final Map all public street right-of-ways in conformance with the City's General Plan, Municipal Code, applicable precise plans, standard plans, and/or as required by the City Engineer.
- 8. Offer to dedicate for public purposes the right-of-way for "A" Street from subdivision to Lincoln Street as a collector highway; 66 foot width. A portion of the city standard street section may be modified to 48' width right-of-way minimum to provide access adjacent to existing structures along John Street. The geometrics for the knuckle shall be in accordance with City of Banning Standard No. G-806. The geometrics for the cul-de-sac shall be in accordance with City of Banning Standard No. G-800. Offers of dedication shall include corner cut-off at intersections.
- 9. Obtain secondary access rights in accordance with Fire Department regulations and direction.
- 10. City and applicant acknowledge that a portion of the property needed to secure the alignment for "A" Street and perhaps the secondary access required by the Fire Department regulations, is on private property and not owned or controlled by the applicant. The applicant shall bear the full burden of securing necessary property rights for "A" Street and any necessary secondary access required by the Fire Department. The City shall not issue grading or building permits until such time that applicant provides proof that the necessary access rights have been secured. In the event that applicant is unable to secure the access rights, the applicant may request the City exercise its power of eminent domain to secure said access rights. However, Applicant acknowledges that the City shall be under no obligation in any way to exercise its power of eminent domain and shall only exercise such power, if at all, in its sole and absolute discretion in accordance with California eminent domain laws and regulations.

____/____/____

____/____/____

____/____/____

____/____/____

____/____/____

____/____/____

11. Grant slope easements to the City of Banning for road maintenance purposes for the slopes adjoining "A" Street. The easements shall extend 10 feet from the toe of slope to provide adequate access.

____/____/____

12. Grant a drainage easement along Parcel 4 for the benefit of the upstream property. A note shall be added to the final map stating "drainage easements shall be kept free of buildings and obstructions."

____/____/____

13. Obtain a drainage easement from the downstream property owner adjacent to Parcel 4 for the benefit of the public in order to drain the development to the existing blue line stream, if permitted. A note shall be added to the final map stating "*drainage easements shall be kept free of buildings and obstructions.*"

____/____/____

14. Dedicate an avigation easement in accordance with Riverside County Airport Land Use Compatibility Plan dated October 14, 2004.

____/____/____

15. Grant a sewer easement along the easterly line of Parcel "A", Parcel 3, and Parcel 4 for the benefit of the public in accordance with the conditions of approval specified by the Wastewater Utility.

____/____/____

16. The conditions, covenants and restrictions (CC & R's) shall include the right, but not the obligation, of the City of Banning to maintain the common property, after reasonable notice, if the property owners fail to do the maintenance. The deed restrictions shall permit the City of Banning, if it does maintenance, to recover all costs, both direct and indirect, from the property owners, and to place a pro rata lien on the individual lots of the subdivision if the property owners do not reimburse the City.

____/____/____

17. Prior to the issuance of any certificates of occupancy, the applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFC. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

____/____/____

L. Public Improvements

____/____/____

18. All public improvements shall be financed, designed, and constructed at the expense of the developer. This may include the formation of and participation in a regional financial mechanism for the construction of required improvements. Additionally, the developer may enter into a reimbursement agreement for those improvements constructed that may provide benefit outside the development in accordance with Banning Municipal Code.

____/____/____

19. Participation in the design and construction of public improvements by the subdivider shall mean the fair share amount to be determined by engineering estimates prepared by the applicant subject to review and approval of the City Engineer; and, the preparation of associated engineering studies.

____/____/____

20. The applicant shall provide estimates to construct, improve, or finance the construction or improvement of public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements outside the property boundaries of the tentative map and public improvements which abut the boundary of the property to be subdivided.

21. Prior to placement of any combustible construction materials on the project, construct full street improvements in accordance with City standards for "A" Street from subdivision to Lincoln Street as a collector highway including street lighting, curb and gutter, access ramps, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping, and any transitions. A portion of the city standard street section may be modified to 5' parkway, 38' traveled way, and 5' parkway to provide access adjacent to existing structures along John Street. Curb returns have a 35 foot radius. Street lights shall be installed offset of any existing street lights. Where the transverse slope of the existing pavement exceeds 3% the applicant shall remove pavement and join the existing pavement surface. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.

____ / ____ / ____

22. Construct full street improvements for Lincoln Street at "A" Street for two hundred feet from curb returns, minimum, plus transitions in each direction to establish the intersection in accordance with City Standards including street lighting, curb and gutter, cross gutters and spandrels, access ramps, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.

____ / ____ / ____

23. Construct the median island along Lincoln Street from "A" Street to Hargrave Street and provide a dedicated left turn pocket for proposed "A" Street. The median island shall restrict vehicular traffic circulation to left-in, right-out only for "A" Street. As an alternative to restricting turning movements along Lincoln Street, the developer may construct a traffic signal at the intersection of Lincoln Street and "A" Street to allow full turning movements. The operation of the traffic signal shall be interconnected/coordinated with the intersections of Lincoln Street/San Gorgonio and Lincoln Street/Hargrave Street.

____ / ____ / ____

24. Remove and replace pavement markings at along 8th Street from Lincoln Street to Interstate 10 to provide 4 lane arterial vehicular traffic circulation. Construction of pavement transitions may be necessary to provide 4-lane vehicular traffic circulation at intersections.

25. Remove and replace pavement markings at along Hargrave Street from Lincoln Street to Interstate 10 to provide 4 lane arterial vehicular traffic circulation. Construction of pavement transitions may be necessary to provide 4-lane vehicular traffic circulation at intersections.

____ / ____ / ____

26. Widen Lincoln Street where necessary from "A" Street to San Gorgonio Avenue and remove and replace pavement markings to provide 4-lane vehicular traffic circulation.

____ / ____ / ____

27. Construct an 8-phase traffic signal at the intersection of Lincoln Street and San Geronio Avenue. The operation of the traffic signal shall be interconnected/coordinated with the traffic signals at Lincoln Street/8th Street and Lincoln Street/Hargrave Street.

___/___/___

28. Participate in the design and construction of the traffic signals at 8th Street/Lincoln and 8th Street/I-10 ramps including lane widening.

___/___/___

29. Participate in the design and construction of the traffic signals at Hargrave Street/Lincoln and Hargrave Street/I-10 ramps including lane widening.

30. All street improvement design shall provide pavement transitions per Caltrans standards for transition to existing street sections.

___/___/___

31. All required public improvements for the project shall be completed, tested, and approved by the Engineering Division prior to issuance of any Certificate of Occupancy.

___/___/___

M. Grading and Drainage

32. Submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFC), RCFC Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

___/___/___

33. The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Note: An identified floodway exists along the southerly boundary of the subdivision map as identified in Flood Boundary and Floodway Map dated October 17, 1978.

___/___/___

34. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property to the north and west.

___/___/___

35. The applicant shall comply with Chapter 34 "Stormwater Management and Discharge Controls" of the Banning Municipal Code (BMC); California Building Code Appendix Chapter 33 "Excavation and Grading"; and the State Water Resources Control Board's Order No. 99-08-DWQ.

____/____/____

1. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board.
2. The applicant's SWPPP shall be reviewed and approved by the City Engineer prior to any on-site or off-site grading being done in relation to this project.
3. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through, and including acceptance of all improvements by the City.
4. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):
 - a. Temporary Soil Stabilization (erosion control).
 - b. Temporary Sediment Control.
 - c. Wind Erosion Control.
 - d. Tracking Control.
 - e. Non-Storm Water Management.
 - f. Waste Management and Materials Pollution Control.
- e. All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.
- f. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.

36. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

____/____/____

37. A rough grading plan and a precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity. Rough grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions.

____/____/____

38. Prior to the issuance of a building permit, the applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil. The data shall be organized by lot number, and listed cumulatively if submitted at different times.

39. All lot drainage shall be directed to the driveway by side lot drainage swales independent of any other lot, or provide drainage easements as necessary.

40. Obtain clearance or approval from the U.S. Army Corps of Engineers, California Department of Fish and Game, Regional Water Quality Control Board, and Riverside County Flood Control and Water Conservation District as required. Comply with all conditions and mitigation measures if so determined and submit copies of all correspondence with the agencies to the Engineering Division.

Please Note: this development is adjacent to a blue line stream as identified on the USGS Beaumont Quadrangle 1996 and may require 404/401 permit clearance in accordance with the Clean Water Act.

5.

N. Landscaping

41. An automatic sprinkler system and landscaping shall be installed, prior to issuance of any certificate of occupancy, within the parkway fronting Street "A" and parkway and median island along Lincoln Street. The system shall include a landscape controller, a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

42. A property owners' association shall be established promptly following recordation of the final map and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer providing for maintenance of the parkway, slopes, and median island landscaping along Lincoln Street and "A" Street. The developer shall appoint the members of the Board of Directors of the property owners' association, or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.

43. Prior to the recordation of the final map, the subdivider shall reserve open space Lots (i.e. Parcel A) for granting in fee to a property owner's association who shall be responsible for their maintenance and upkeep in a manner meeting the approval of the Fire Marshall and Community Development Director. If a lot cannot be granted in fee, the subdivider shall reserve the necessary rights to maintain the lots.

O. Traffic

- 44. Provide a focused traffic study addressing the proposed onsite circulation for the project and address the adequacy as it relates to safe access to the site. This includes identifying the desired level of traffic control at project driveways and/or intersections. A scoping agreement shall be prepared addressing the required details of the study.
- 45. Street name signs and traffic control devices including traffic legends and traffic striping shall be installed, or relocated in accordance with Caltrans Standards and as shown on the approved plans, and/or as directed by the City Engineer.
- 46. Prior to the issuance of any certificate of occupancy, all fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street as approved by the Fire Marshall, and must be maintained in good condition by the property owner until the street is accepted for maintenance.
- 47. Prior to the issuance of a precise grading permit or building permit, the applicant shall submit and obtain approval of the Fire Marshall for the plans for all public or private access roads, streets and courts. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-line. When a dead-end street exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall. Applicable CC&Rs or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates or other modifications within said easement or access road unless prior approval of the Fire Marshall is granted.

____ / ____ / ____

____ / ____ / ____

____ / ____ / ____

____ / ____ / ____

P. Final Map

- 48. Prior to approval of any Final Map, the applicant shall construct all on-site and off-site improvements in accordance with the approved plans and satisfy its obligations for same, or shall furnish a fully secured and executed Agreement for Construction of Public Improvements guaranteeing the construction of such improvements and the satisfaction of its obligations for same, or shall agree to any combination thereof, as may be required by the City.

____ / ____ / ____

49. The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed simultaneously with the final map, with the County Surveyor, and labeled ENVIRONMENTAL CONSTRAINT SHEET in the top margin. Applicable items will be shown under a heading labeled Environmental Constraints Notes. The Environmental Constraint Sheet shall contain the statement:

____ / ____ / ____

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

The sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the Advisory Agency: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal.

50. Prior to the recordation of final map or the issuance of a grading permit, the applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program. Prior to the issuance of any certificate of occupancy, the fuel modification shall be installed and completed under the supervision of the Fire Marshall with an approved plant pallet. The CC&Rs or other approved documents shall contain provisions for maintaining the fuel modification zones, including the removal of all dead and dying vegetation.

____ / ____ / ____

51. Prior to the recordation of the final map or the issuance of a grading permit the applicant shall notify the Federal Aviation Administration (FAA) regarding the proposed construction of the planned improvements and obtain any restrictions from the FAA regarding the proposed use of the site. Any restrictions placed on project by the FAA or the approved Riverside County Airport Land Use Compatibility Plan shall be made part of the public record. The applicant shall be solely responsible for complying with FAA and local regulations and requirements.

____ / ____ / ____

52. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

____ / ____ / ____

- Faithful Performance Bond - 100% of estimated cost
- Labor and Material Bond - 100% of estimated cost
- Monumentation Bond - \$5,000.00

Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

53. Prior to approval of the Final Map, the applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format or compatible format for review and approval. The address number system shall be in accordance with Section 21-17 & 21-18 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal.

____ / ____ / ____

54. Revisions to the tentative map during plan check including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes which do not alter the design (property rights, number of lots, access, environmental impact, etc.) may be administratively approved through the plan check process with the mutual consent and approval of the Community Development Director and City Engineer. Final maps shall be amended in accordance with the Subdivision Map Act.

____ / ____ / ____

55. Prior to approval of any final map the applicant shall identify and include in its improvement plans those routine structural and non-structural Best Management Practices (BMP's) as outlined in Supplement A to the Riverside County Drainage Area Management Plans and any attachments or revisions.

____ / ____ / ____

56. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond.

____ / ____ / ____

57. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to final map approval.

____ / ____ / ____

58. A map of the proposed subdivision drawn at 1"=200' scale showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.

____ / ____ / ____

59. An original Mylar of the final map (after recordation) shall be provided to the City for the record files.

____ / ____ / ____

Q. Trash/Recycling

60. Construction debris shall be disposed of at a certified recycling site. It is recommended that the developer contact the City's franchised solid waste hauler for disposal of construction debris.

____ / ____ / ____

R. Fees

61. Plan check fees for final map review, professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the Fee Schedule in effect at the time of submittal.

____ / ____ / ____

62. Public Works Inspection fees shall be paid prior to the scheduling the final map for approval by City Council in accordance with the Fee Schedule in effect at time of time of scheduling. ;

___/___/___

63. Water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the Fee Schedule in effect at that time.

___/___/___

a. A plan storage fee shall be paid prior to approval of the final map and improvement plans in accordance with the Fee Schedule in effect at the time the fee is paid.

___/___/___

b. A Traffic Control mitigation fee shall be paid on a per lot basis prior to issuance of building permits for each lot within the subdivision.

___/___/___

c. A fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount specified by them to perform plan checking for drainage purposes for the proposed subdivision.

___/___/___

APPLICANT SHALL CONTACT THE FIRE DEPARTMENT, (951) 922-3219, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

S. Fire Department Conditions of Approval

64. The applicant shall provide on-site "evacuation centers" where the people at the site can go for short periods allowing fire apparatus to enter the site before civilians are evacuated

___/___/___

65. The fire department will not approve development on the site until this issue related to "evacuation centers" has been mitigated.

___/___/___

APPLICANT SHALL CONTACT THE ELECTRIC DEPARTMENT, (951) 922-3260, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

T. Electric Department Conditions of Approval

66. The applicant shall be responsible for submitting detailed plans indicating lot lines, streets, easements, building layout, anticipated loading information, etc. These plans are required in electronic format. We currently use AutoCad2000

___/___/___

67. The applicant shall be responsible for paying required fees - electrical permit, plan check fee, inspection fees, in aid of construction fee, etc. Current fee schedule available from the City Department of Building and Safety.

___/___/___

68. The applicant shall be responsible for granting easement for electric facilities installation/maintenance, etc.

____/____/____

69. The applicant shall be responsible for all trenching, backfill, and compaction

____/____/____

70. The applicant shall be responsible for all conduits, vaults, and other materials associated with their installation (except cables and their terminations).

____/____/____

71. The applicant shall be responsible for installation of Streetlight poles lights and conductors per City Standard.

____/____/____

72. The City Electric Department shall be responsible for reviewing plans submitted by customer.

____/____/____

73. The City Electric Department shall be responsible for providing a cost estimate for City to installed underground cable and apparatus to supply 12kv power.

____/____/____

74. The City Electric Department shall be responsible for inspecting all trenches prior to backfilling. 24 hour prior notice is required before inspection.

____/____/____

75. The City Electric Department shall be responsible for installing conductors, terminations and apparatus for primary underground line extension. Secondary service entrance conductors to be provided and installed by the developer (at customer's expense).

____/____/____

TPM 34335

***MITIGATED NEGATIVE
DECLARATION***

**ATTACHMENT
“B”**

Environmental Checklist Form

1. Project title: Tentative Parcel Map 34335
2. Lead agency name and address: City of Banning
99 East Ramsey
Banning, CA 92220
3. Contact person and phone number: Oscar Orci
951-922-3107
4. Project location: South of Railroad right of way, north of Banning Airport, immediately west of the eastern City Limits. Assessor's Parcel Nos: 532-110-006, 532-130-001, 532-130-002
5. Project sponsor's name and address: Messenger Investment Company
250 Newport Center Drive, Suite 250
Newport Beach CA92660

6. General plan designation: Airport Industrial 7. Zoning: Airport Industrial

8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

A parcel map to subdivide a 63.9 acre site into 3 parcels, for the ultimate construction of up to 1,000,000 square feet of industrial space. Project also includes the creation of a street from the west property line to Lincoln Street, and an emergency access roadway at the southwestern corner of the property, through the San Geronio River, and onto Banning Airport property.

9. Surrounding land uses and setting: Briefly describe the project's surroundings:

North: Railroad right of way and Interstate 10.

South: Banning Municipal Airport

West: Banning Municipal Airport

East: Vacant lands in the County of Riverside/Morongo Band Reservation lands

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

Regional Water Quality Control Board
California Department of Fish and Game
US Army Corps of Engineers

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

| | | | | | |
|--------------------------|-------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------|
| <input type="checkbox"/> | Aesthetics | <input type="checkbox"/> | Agriculture Resources | <input checked="" type="checkbox"/> | Air Quality |
| <input type="checkbox"/> | Biological Resources | <input type="checkbox"/> | Cultural Resources | <input type="checkbox"/> | Geology / Soils |
| <input type="checkbox"/> | Hazards & Hazardous Materials | <input type="checkbox"/> | Hydrology / Water Quality | <input type="checkbox"/> | Land Use / Planning |
| <input type="checkbox"/> | Mineral Resources | <input type="checkbox"/> | Noise | <input type="checkbox"/> | Population / Housing |
| <input type="checkbox"/> | Public Services | <input type="checkbox"/> | Recreation | <input checked="" type="checkbox"/> | Transportation/Traffic |
| <input type="checkbox"/> | Utilities / Service Systems | <input checked="" type="checkbox"/> | Mandatory Findings of Significance | | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. |
| <input checked="" type="checkbox"/> | I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared. |
| <input type="checkbox"/> | I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. |
| <input type="checkbox"/> | I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed. |
| <input type="checkbox"/> | I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. |

Signature

Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| I. AESTHETICS -- Would the project: | | | | |
| a) Have a substantial adverse effect on a scenic vista? (General Plan) | | | X | |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Aerial photograph) | | | X | |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? (Application materials) | | | X | |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Application materials) | | | X | |

I. a)-d) The proposed parcel map will not, in and of itself, have any impact on aesthetics. The ultimate development of the site for up to one million square feet of industrial space will result in one or more buildings, likely to be single-story in height, on the 63 acre site. The site is currently vacant and is bordered on two sides by the airport, and on one side by the railroad and I-10 right of way. The development site is not expected to generate buildings inconsistent with the airport's structures, and will not significantly impact a scenic vista, insofar as the development of the building(s) at single story heights will not affect residents and travelers to the north in how they view the San Jacinto mountains.

There are no scenic resources on the site. The project site is in an industrial area, and its development will not substantially change the visual character of the area.

The proposed project will result in new light sources from the businesses operating there, including building lighting and vehicle headlights. The lighting on the buildings will be regulated by the City's lighting standards, which limit exterior lighting, particularly its impacts on adjacent properties. Vehicle headlights will be shielded from the railroad right of way by project landscaping and perimeter walls, and therefore are not expected to significantly impact the surrounding area.

Overall impacts associated with aesthetics are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| II. AGRICULTURE RESOURCES: Would the project: | | | | |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (General Plan and EIR) | | | | X |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Zoning Map) | | | | X |
| c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? (General Plan Land Use Map) | | | | X |

II. a)-c) The project site is currently vacant and undeveloped. The site is not, and has not been in agriculture. There are no agricultural lands in the vicinity of the site. There are no Williamson Act contracts on the property. The property has been designated for Industrial development for a number of years. No impacts associated with agricultural resources are expected.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| III. AIR QUALITY: Would the project: | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? (SCAQMD CEQA Handbook) | | | | X |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (SCAQMD CEQA Handbook) | | X | | |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (SCAQMD CEQA Handbook) | | X | | |
| d) Expose sensitive receptors to substantial pollutant concentrations? (Project Description, Aerial Photo, site inspection) | | | X | |
| e) Create objectionable odors affecting a substantial number of people? (Project Description) | | | | X |

III. a)-d)) The South Coast Air Quality Management District has developed regional air quality plans for the Pass region based on the General Plan of the jurisdictions within the Pass. The proposed project is consistent with the General Plan designation for the property. Therefore, the proposed project will have no impact on air quality plans.

Approval of the parcel map will not impact air quality. However, the ultimate development of the site with one million square feet of industrial space will result in air quality impacts. Development of the site will result in short term construction impacts, and long term operational impacts. Each of these is described separately below. Please note that in all the tables below, only SCAQMD factors have been utilized. No mitigating factors are included, in order to provide the most conservative estimates.

Construction Impacts

The development of the site will result in air quality impacts associated with grading of the site. This City is in non-attainment for PM10 (particulate matter of 10 microns or less), which are associated with fugitive dust. The grading of the site will disturb a total of approximately 61.0 acres, including those areas of the site itself which will be

developed, and the extension of A Street, connecting to the existing Lincoln Street. Table 1 illustrates the potential fugitive dust generated by mass grading of the project site.

**Table 1
Calculations of Fugitive Dust Potential**

| Total Acres to be Disturbed at Buildout | Factor (lbs./day/acre) | Total Potential Dust Generation (lbs./day) |
|--|-------------------------------|---|
| 61.0 | 26.4 | 1,610.4 |

Source: Table A9-9, "CEQA Air Quality Handbook," prepared by South Coast Air Quality Management District, April 1993.

As demonstrated in the Table, if the entire site were to be actively graded, a significant impact will result, insofar as the SCAQMD threshold of 150 pounds per day will be exceeded. Although it is likely that the site will be graded in phases, since there is no development plan available at this time, a worse case scenario has been assumed. This is a potentially significant impact which requires mitigation.

In addition to fugitive dust, construction equipment used on the site during grading will result in vehicle emissions. For purposes of this analysis, it has been assumed that the mitigation measure below, limiting site grading to no more than 10 acres in any one work day, would be applied. Table 2 below estimates the potential emissions from grading equipment on the site.

**Table 2
Grading - Related Exhaust Emissions Summary
(pounds per day)**

| | ROG | CO | NOx | SOx | PM₁₀ |
|--|------------|-----------|------------|------------|------------------------|
| | | 706.29 | 502.96 | 31.37 | 49.28 |
| Equipment Emissions | 83.54 | | | | |
| Workers' Vehicle Emissions | - | 33.42 | 3.57 | 0.02 | 0.27 |
| Total Construction Emissions | 83.54 | 739.71 | 506.53 | 31.39 | 49.55 |
| SCAQMD Thresholds of Significance | 75.00 | 550.00 | 100.00 | 150.00 | 150.00 |

The Table demonstrates that the proposed project will exceed the thresholds established by SCAQMD. Grading emissions are short term and temporary, however, and would be expected to have limited impact (several weeks only) on ambient air quality. Mitigation measures are proposed below to reduce potential impacts to the extent possible.

Long Term Impacts

The proposed project will generate 4,960 average daily trips at build out¹. For purposes of this analysis, it has been assumed that 50% of the trips would be in passenger vehicles, and 50% would be in heavy duty trucks. These vehicle trips will result in the emissions depicted in Table 3.

¹ "Traffic Impact Study Banning Industrial Park," prepared by Kimley-Horn and Associates, May 2007.

Table 3
Daily Exhaust Emissions at Project Buildout
(pounds per day)

| | | | | | | | |
|---|----------------|-----------------------|---------------------------------|-----------------------|------------------------|------------------------|---------|
| Total No. Vehicle Trips/Day | 2,480 | x | Ave. Trip Length (miles) | 15 | = | Total miles/day | 37,200 |
| Total No. Diesel Truck Trips/Day | 2,480 | x | Ave. Trip Length (miles) | 50 | = | Total miles/day | 124,000 |
| Pollutant | CO | NO_x | ROG | SO_x | PM₁₀ | | |
| Passenger Vehicles | 360.3 | 37.4 | 36.9 | 0.4 | 3.2 | | |
| HD Diesel Trucks | 1,590.0 | 5,188.9 | 408.4 | 5.0 | 247.5 | | |
| Total pounds per day | 1,950.3 | 5,226.3 | 445.3 | 5.4 | 250.7 | | |

Based on California Air Resources Board's EMFAC 2002 Emissions Model. Assumes Year 2009.

The Table shows that the operation of the proposed project will exceed emissions for oxides of carbon and nitrogen. The project, however, is consistent with the General Plan land use designation for the property, and the EIR for the General Plan determined that although impacts associated with air quality will exceed SCAQMD thresholds, the benefits associated with build out of the General Plan outweigh the potential impacts as they relate to air quality. Further, the improvement of technology over time, and the creation of jobs in the City, allowing residents to work within the City rather than commuting to Inland Empire employment centers, will serve to reduce impacts in the long term. In order to reduce impacts to the extent possible, mitigation measures are proposed below.

In order to assure that impacts associated with the project are reduced to the greatest extent possible, the following mitigation measures shall be implemented.

1. The applicant shall submit, for review and approval, a PM10 Management Plan for all grading and construction activities, for review and approval by the City Engineer prior to the issuance of grading permits.
2. SCAQMD Rule 403 shall be implemented.
3. No more than 10 acres shall be actively graded during any one day.
4. During all grading and construction activities, the site shall be watered at least twice daily.
5. Any area which remains undeveloped for a period of more than 30 days shall be stabilized using either chemical stabilizers or hydroseed on the affected portion of the site.
6. All trucks hauling dirt, sand or soil shall be covered, or shall maintain two feet of freeboard.
7. Streets accessing the project site shall be swept at the end of each work day.
8. All grading activities shall be suspended during wind speeds of 25 mph or greater.
9. All diesel powered vehicles and equipment shall be properly maintained.

10. Electric or natural gas powered equipment shall be used to the greatest extent possible.
11. Aqueous diesel fuels shall be used for construction vehicles, if feasible.
12. No more than 2 scrapers shall operate on the site at any time.
13. Construction vehicles shall not idle on the site for more than 5 minutes.

III. c) The development of the proposed office project is not expected to generate significant odors. Although the tenant mix on the site is not known, warehousing or similar activities are likely. Any proposed use would be required to operate entirely indoors, as required by the Zoning Ordinance. Operation of a light industrial use which emits fumes would be regulated by regional agencies, and would include scrubbers or other devices required to clean air emissions. These regulations, whether local or regional, will assure that impacts associated with odors will be reduced to less than significant levels.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| IV. BIOLOGICAL RESOURCES -- Would the project: | | | | |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | | X | | |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | | X | | |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | | | | X |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | | X | | |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (General Plan) | | X | | |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | | X | | |

IV. a)-f)

Both a habitat assessment and a jurisdictional delineation were completed for the proposed project². The habitat assessment determined that the site's vegetation consists of non-native grasslands, and remnants of alluvial scrub, which pre-date the grasslands. The assessment also determined that several drainages occur on the project site.

The assessment found that no burrowing owl occurred on the project site. However, given the presence of the species on and around the Banning Airport, its presence in the future is possible. This is a potentially significant impact which requires mitigation.

The assessment further determined that the project site does not consist of suitable soils (clays) for either Marvin's Onion or Many-stemmed Dudleya.

The Riverside County Multiple Species Habitat Conservation Plan identifies the project site as part of a Special Linkage Area (SLA), Subunit 3 of the San Timoteo Creek portion of the Special Linkage areas. The assessment considered the potential impacts of the proposed project on the SLA, and found that many of the species identified in the MSHCP do not occur, or will not be significantly impacted by the proposed project. The assessment further identified that the proposed project consists of less than 3% of the total SLA, and that the lack of development activity, and the small area to be disturbed within the SLA, will lower the potential impacts to the SLA. However, the assessment did not complete trapping for the Los Angeles Pocket Mouse, which is known to occur in drainages in the east side of the City. Impacts to the species would be potentially significant, and mitigation is required to insure that these potential impacts are reduced to less than significant levels.

The jurisdictional delineation prepared for the project site determined that the proposed project contains 0.81 acres of jurisdictional areas in 5 drainages, including the San Gorgonio River. The document further determined that the proposed project will permanently impact 0.17 acres of California and US jurisdictional area, and temporarily impact 0.07 acres of such area. The document proposes the installation of vegetative enhancements above the ordinary high water mark to compensate for these losses. The project will be required to secure permits from the US Army Corps of Engineers, the California Department of Fish and Game, and the California Regional Water Quality Control Board for impacts to these drainages. In addition, the MSHCP requires the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) for impacts to the drainages, which will be approved by the City, the CDFG and the USFWS. This mitigation measure will assure that impacts to the drainages will be less than significant.

1. Prior to the issuance of a grading permit, a pre-construction burrowing owl survey shall be completed, in compliance with California Department of Fish and Game protocol. The survey shall be completed immediately preceding the initiation of construction. Should the species be identified, avoidance measures shall be undertaken, unless a relocation plan is approved by the California Department of Fish and Game. No ground disturbing activity shall commence on the site until all recommended mitigation measures are completed to the satisfaction of the City and the Department of Fish and Game.

² "Habitat Assessment Report for the Messenger Industrial Park..." prepared by Rocks Biological Consulting, June 2007; and "Jurisdictional Delineation Banning Industrial Park," prepared by Kimley-Horn, April 2007.

2. Prior to the issuance of a grading permit, the project proponent shall cause to be completed, by a qualified biologist, a trapping study for Los Angeles Pocket Mouse. Should the habitat or species be identified, the provisions of the MSHCP shall apply. Preservation of habitat, or the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) shall be prepared and approved by the US Fish and Wildlife Service, the California Department of Fish and Game, and the City.
3. Prior to the issuance of a grading permit, the project proponent shall secure appropriate permits from the US Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the City for impacts to the drainages on the site.

With the implementation of these mitigation measures, impacts to biological resources are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| V. CULTURAL RESOURCES -- Would the project: | | | | |
| a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5? (General Plan) | | | | X |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5? (General Plan) | | | | X |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (General Plan) | | | | X |
| d) Disturb any human remains, including those interred outside of formal cemeteries? (General Plan) | | | X | |

V. a)-d) The proposed project site is located in an area of Low probability for archaeological resources. No structures, historic or modern, occur on the project site. No impacts to these resources are anticipated.

The site is not located in an area of sensitivity for paleontological resources. No impacts to these resources are anticipated.

The site is not known to have been a cemetery, and no internments are known to have occurred on the property. State law requires that any human remains uncovered during earth moving be reported to the authorities and thoroughly investigated. This state requirement will assure that impacts to human remains, should they occur, will be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| VI. GEOLOGY AND SOILS -- Would the project: | | | | |
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (General Plan) | | | X | |
| ii) Strong seismic ground shaking? (General Plan) | | | X | |
| iii) Seismic-related ground failure, including liquefaction? (General Plan) | | | | X |
| iv) Landslides? (General Plan) | | | | X |
| b) Result in substantial soil erosion or the loss of topsoil? (General Plan) | | | X | |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (General Plan) | | | | X |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (General Plan) | | | | X |

VI. a)-e) The proposed project is not located in an Alquist-Priolo Fault Hazard Zone. The site is located, however, in an active seismic area, approximately 1 mile west of the San Gorgonio Fault. The City will require the implementation of Uniform Building Codes for seismic zones, which are designed to mitigate impacts in this area.

The site is located in a Moderate liquefaction potential area. The site-specific geotechnical analysis which will be required by the Building Department at the time that building permits are sought will include analysis of the depth to groundwater on the site,

as it relates to liquefaction potential. This requirement will assure that potential impacts associated with liquefaction are reduced to less than significant levels.

The site is flat, and is surrounded by similarly flat lands. No hazard associated with landslides or slope instability is expected.

The site will be subject to both wind and water erosion. The discussions under Air Quality and Hydrology, however, will assure that impacts associated with erosion are reduced to less than significant levels.

Soils in the City are not identified as expansive. The site will be required to connect to the City's sanitary sewer system, and no septic systems will occur on the site.

Overall impacts associated with soils and geology are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| VII. HAZARDS AND HAZARDOUS MATERIALS --Would the project: | | | | |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Application materials) | | | X | |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Application materials) | | | X | |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Application materials) | | | X | |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Riverside County Hazardous Materials Listing) | | | | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (General Plan land use map) | | | X | |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (General Plan land use map) | | | | X |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (General Plan) | | | | X |
| h) Expose people or structures to a | | | | X |

| | | | | |
|---|--|--|--|--|
| significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (General Plan, Fire Setback standards) | | | | |
|---|--|--|--|--|

VII. a)-h) The construction of industrial buildings on the project site will result in the storage and transport of small amounts of cleansers, chemicals and similar products required for cleaning and maintenance within the project. The amounts to be stored are not expected to result in a hazard.

Should a business which handles larger amounts of these materials be proposed within the project, the business will be regulated by the City, the County and the State, and the storage and transport of these materials will occur under prescribed standards. These standards are designed to reduce potential impacts to less than significant levels.

The construction of the proposed project will not impact wildland fire hazards, as the site is located in an urbanized area of the City. The applicant will be required to provide an emergency access roadway onto the airport, to provide a second point of access and assure emergency access for public safety vehicles.

The site is located adjacent to the Banning Airport. The construction of structures on the site will be subject to the requirements of the Airport Land Use Plan, and will require review by the Airport Land Use Commission. These requirements will assure that impacts associated with structures to be located adjacent to the airport are reduced to less than significant levels.

Overall impacts associated with hazardous materials are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| VIII. HYDROLOGY AND WATER QUALITY -- Would the project: | | | | |
| a) Violate any water quality standards or waste discharge requirements? (General Plan) | | | | X |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Urban Water Management Plan) | | | X | |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (General Plan) | | | X | |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (General Plan) | | | X | |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (General Plan) | | | X | |
| f) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (FEMA Maps) | | | | X |

| | | | | |
|---|--|--|--|---|
| g) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (FEMA Maps) | | | | X |
|---|--|--|--|---|

VIII. a) & b) The project will be required to comply with City standards for the disposal of sanitary sewage. The City's wastewater treatment plant has sufficient capacity to service the proposed project, and also complies with all waste discharge requirements. The City will not allow the disposal of industrial waste water in its municipal system. Should such a land use be proposed for the site, the proponent will be required to implement measures to assure safe disposal of such waste water at the time the project is proposed. The project is therefore not expected to violate any standard.

Domestic water is supplied to the project site by the City of Banning. The proposed project is consistent with the General Plan designation assigned to it, on which the City's Urban Water Management Plan is based. The City's adopted Urban Water Management Plan indicates that the City has sufficient water, in the groundwater basins available to it, as well as through future recycled water production and State Water Project allocations, to serve the proposed project and future development. The City is implementing water conservation, purchase and replenishment measures which will result in additional resources available in the long term. The project will be required to contribute, through the payment of connection fees, for the purchase of these sources. The project proponent will be required to implement the City's water efficient landscaping and construction provisions, which will ensure that the least amount of water is utilized.

VIII. c)-g) The proposed project will be required to prepare, for review and approval by the City Engineer, a hydrology study. This study will demonstrate how the proposed project will retain the 100 year storm on site, as required by City standards. The applicant currently proposes the construction of a retention basin on the southern boundary of the site, which will outlet into the San Gorgonio River. Such a system will require City and state approval, and will be reviewed and approved by the governing agencies prior to the issuance of grading permits for the site.

In addition, the proposed project will be required to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) for City and Regional Water Quality Control Board review and approval. The SWPPP will include the required NPDES standards for the control of construction and operational storm flows as it relates to pollutant concentrations. This requirement will assure that on site storm water runoff from the site will not introduce pollutants to the regional system. This requirement will assure that impacts associated with polluted runoff are less than significant.

The area of the project site which will be constructed upon is not located in a flood zone.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| IX. LAND USE AND PLANNING - Would the project: | | | | |
| a) Physically divide an established community? (Aerial photo) | | | | X |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (General Plan Land Use Element) | | | | X |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Banning Municipal Code) | | | | X |

IX. a)-c) The project site is vacant, and development of the site will not divide an established community.

The proposed parcel map, and resultant industrial project are consistent with the land use and zoning designations assigned to the site. The development of the project will be required to conform to the standards contained in the Zoning Ordinance.

The proposed project will be required to comply with the requirements of the Western Riverside MSHCP through the payment of fees and the preparation of studies as required by the Plan.

No impacts associated with land use are expected.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| X. MINERAL RESOURCES -- Would the project: | | | | |
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (General Plan) | | | X | |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (General Plan) | | | | X |

X. a) & b) The project site is located in a MRZ-3 mineral resource zone, indicating that there is insufficient data to determine whether significant resources occur on the site. However, the property has been designated for urban development for a number of years, is located in the Banning's urbanized core, adjacent to the airport, and would be inappropriate for the location of mining facilities. Overall impacts are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| XI. NOISE Would the project result in: | | | | |
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (General Plan EIR, p. III-163 ff.) | | | X | |
| b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (General Plan EIR, p. III-163 ff.) | | | X | |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (General Plan EIR, p. III-163 ff.) | | | | X |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (General Plan EIR, p. III-163 ff.) | | | X | |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (General Plan land use map) | | | | X |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (General Plan land use map) | | | | X |

XI. a)-f) The proposed project will result in the construction of industrial buildings. These uses are not considered sensitive receptors in the General Plan. The site is located in a noise impacted area, adjacent to the railroad right of way and the airport. Industrial uses, which have low sensitivity to noise, are appropriate in such an area. The proposed project will be required to submit final noise analysis with the submittal of building plans. This analysis must demonstrate that acceptable interior and exterior noise levels can be

achieved with construction of the project. This City standard will assure that potential impacts associated with operation of the site are less than significant.

The proposed project will generate elevated noise levels during construction. However, there are no sensitive receptors in the vicinity of the project site which might be impacted by the construction noise levels. Furthermore, the construction noise generated at the site will be temporary and periodic, and not sustained for long periods of time. Finally, the City regulates construction hours to time periods during the day when ambient noise levels are more elevated, and increases in noise levels are less noticeable. Therefore, impacts are expected to be less than significant.

The project site is located within the elevated noise contours of the Banning airport. The uses proposed, however, are not sensitive receptors, and can accommodate the 65 dBA CNEL anticipated at this location.

Overall impacts associated with noise are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| XII. POPULATION AND HOUSING – Would the project: | | | | |
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (General Plan, application materials) | | | X | |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (General Plan, application materials) | | | | X |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (General Plan, application materials) | | | | X |

XII. a)-c) The project site is currently vacant. The development of up to 1,000,000 square feet of industrial space will generate new or expanded businesses in the City, and create an undetermined number of new jobs. These jobs will be available to new and existing residents of the City. Housing growth in the City should be able to accommodate the project, particularly since it is likely to be constructed in phases. Since industrial land uses have lower job generation factors per square foot than many other employment sectors, it is expected that the normal growth in housing in the City will accommodate the new jobs created by the proposed project.

The site is vacant, and construction of the project will not displace either people or houses. Impacts associated with development of the site are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| XIII. PUBLIC SERVICES | | | | |
| a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: | | | | |
| Fire protection? (General Plan) | | | X | |
| Police protection? (General Plan) | | | X | |
| Schools? (General Plan EIR) | | | X | |
| Parks? (General Plan; Recreation and Parks Master Plan) | | | | X |
| Other public facilities? (General Plan) | | | | X |

XIII. a) Development of the proposed project will have a less than significant impact on public services. The project will be served by the City Police Department, and by the County Fire Department, under City contract. The proposed project will generate some calls for these agencies, but the added property tax, and potentially also sales tax generated by the businesses in the project will offset these increases. In addition, the City is currently implementing a community facilities district for public safety which this project would participate in to cover costs associated with public safety.

Development of industrial buildings is not expected to impact park facilities.

The proposed project will be required to pay the mandated school fees at the time that building permits are issued.

Overall impacts are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| XIV. RECREATION -- | | | | |
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Application materials) | | | | X |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Application materials) | | | | X |

XIV. a) & b) As stated above, development of the proposed project is not expected to impact recreational or park facilities. No existing facilities will be affected by construction of the project. No impacts are expected.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| XV. TRANSPORTATION/TRAFFIC -- Would the project: | | | | |
| a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections (General Plan EIR p. III-20 ff.) | | X | | |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? (General Plan EIR p. III-20 ff.) | | X | | |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (No air traffic involved in project) | | | X | |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (TPM 34335) | | | | X |
| e) Result in inadequate emergency access? (TPM 34335) | | | X | |
| f) Result in inadequate parking capacity? (TPM 34335) | | | | X |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (Project description) | | | | X |

XV. a)-g) A traffic study was prepared for the proposed project³. The study found that at project build out, the project will generate 4,960 average daily trips, 450 of which will be at the AM peak, and 470 of which will be at the PM peak. The traffic analysis studied the impact of these trips on 7 intersections, including:

³ "Traffic Impact Study Banning Industrial Park," prepared by Kimley-Horn, May 2007.

- 8th Street/I-10 eastbound ramps
- 8th Street/I-10 westbound ramps
- Lincoln Street/8th Street
- Lincoln Street/San Gorgonio
- Lincoln Street/Hargrave Street
- Hargrave Street/I-10 eastbound ramps
- Hargrave Street/I-10 westbound ramps

The study found that under current conditions, the studied intersections operate at acceptable levels of service (LOS), with the exception of the 8th Street I-10 eastbound ramps and Hargrave/I-10 eastbound ramps (which operate at LOS F). The study further found that all studied roadway segments currently operate at acceptable levels of service.

The study further found that with the addition of the proposed project, planned projects and ambient growth, all studied intersections, with the exception of Hargrave/I-10 westbound ramps will operate at LOS E or F during the AM or PM peak hours. These are significant impacts which require mitigation. In order to restore acceptable levels of service, signalization of the studied intersections is required, as is the widening of 8th, Lincoln and Hargrave Streets. These improvements will result in acceptable levels of service at the intersections.

In order to assure that the proposed project does not significantly impact the circulation system, the following mitigation measures are required:

1. The project proponent shall contribute his fair share to the signalization of the project area intersections, the widening of 8th Street and Hargrave Street prior to issuance of building permits.
2. Prior to issuance of building permits for the proposed project, the applicant shall contribute his fair share to widen Lincoln Street to 4 lanes.

The proposed project does not include unsafe designs. The proposed project will be required to conform to the City's Zoning Ordinance in the provision of parking for the site. The proposed project will be reviewed and approved by the Fire Department to assure adequate emergency access. The proposed project will be reviewed by the Airport Land Use Commission to assure no conflicts with its land use plan.

With the implementation of the mitigation measures listed above, impacts associated with traffic and circulation are expected to be less than significant.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|-------------------------------------|------------------------------|-----------|
| XVI. UTILITIES AND SERVICE SYSTEMS. Would the project: | | | | |
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (General Plan) | | | | X |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Water Management Plan) | | | X | |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (General Plan) | | | X | |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Water Management Plan) | | | X | |
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (General Plan, Dept. of Public Works) | | | | X |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (General Plan) | | | | X |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? (General Plan) | | | | X |

XVI. a)-g) Utilities are available in the vicinity of the proposed project, or can be extended along Street A at the time development occurs. The City and other service providers will collect connection and usage fees to offset the cost of providing services. The project will control on-site storm water to the satisfaction of the City Engineer, and will connect their facilities to downstream facilities as required (please see Hydrology, above). The City has sufficient capacity to serve the project at its wastewater treatment plant. Water supplies are, and will be sufficient to serve the project site (please see Hydrology, above). The City's solid waste provider transports waste to several regional landfills with sufficient capacity to serve the proposed project, including the Badlands, Lambs Canyon and other landfills. The City will also continue to implement the requirements of AB 939, requiring the reduction of the solid waste stream. The construction of the proposed project is expected to result in less than significant impacts on utility providers.

| | Potentially Significant Impact | Less Than Significant w/ Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|-------------------------------------|------------------------------|-----------|
| XVII. MANDATORY FINDINGS OF SIGNIFICANCE -- | | | | |
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | | X | | |
| b) Does the project have the potential to achieve short-term, to the disadvantage of long-term environmental goals? | | | | X |
| c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | | | X | |
| d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | | X | | |

XVII. a) The proposed project has the potential to significantly impact biological resources, as described above. The mitigation measures included in this study, however, reduce these impacts to less than significant levels.

XVII. b) The proposed project is designated for industrial development in the General Plan, and has been envisioned for the uses proposed in the long term for the City. The project is consistent with General Plan goals and policies supporting added and broadened employment opportunities for its residents.

XVII. c) The proposed project is consistent with the General Plan vision for the property. The General Plan and its accompanying EIR considered the impacts of build out of the City,

and found these impacts, where they were cumulatively considerable, to be acceptable given the social, economic and technological benefits which will result.

- XVII. d) The proposed project will impact human beings under the categories of air quality and traffic. These impacts have been mitigated to less than significant levels within this Initial Study.

XVIII. EARLIER ANALYSES.

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case a discussion should identify the following on attached sheets:

a) **Earlier analyses used.** Identify earlier analyses and state where they are available for review.

General Plan EIR.

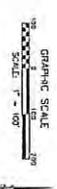
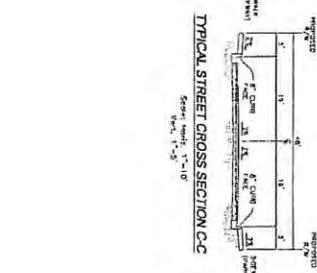
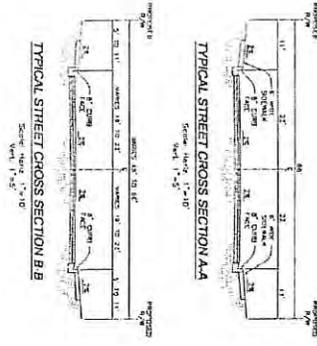
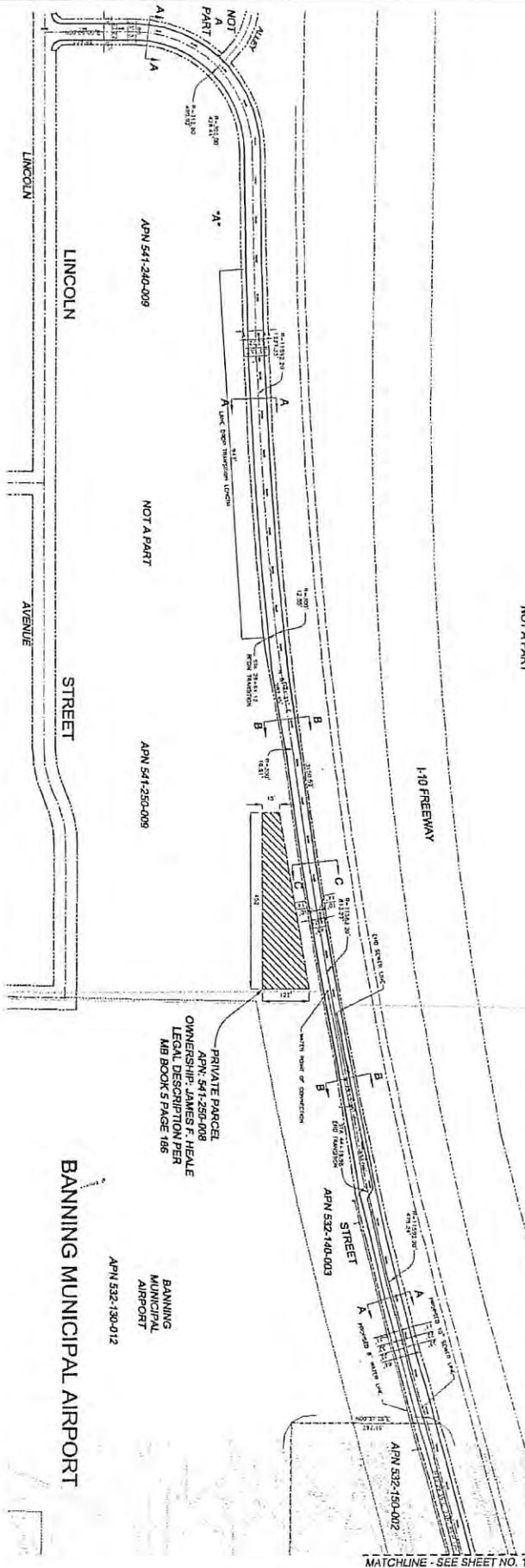
b) **Impacts adequately addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

Not applicable.

c) **Mitigation measures.** For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Not applicable.

TENTATIVE PARCEL MAP NO. 34335



OWNER/DEVELOPER
THE CHRYSLER GROUP LLC
1000 BROADWAY
NEW YORK, NY 10018
CONTACT: JEFF BOWEN

SOILS ENGINEER
1135 BROADWAY, SUITE 200
NEW YORK, NY 10018
CONTACT: ANDREW T. HAZEN

GENERAL PLAN
APPROVED RESOLUTION
NO. 111111

ZONING
APN: 532-140-003
532-150-002

BENCH MARK
ROUND 1 POINT SET IN WOOD STREET
CORNER OF BANNING MUNICIPAL AIRPORT
ELEVATION: 111.111
ELEVATION: 111.111
ELEVATION: 111.111

Date: October 16, 2007

VICINITY MAP

THOMAS GUIDE PAGE #722, GRIDS E & F-3

PREPARED BY: **Krippl-Horn and Associates, Inc.**
2000 West 10th Street, Suite 100
Bakersfield, CA 93311
TEL: (805) 833-1111 FAX: (805) 833-1112

SHEET NO. 2 OF 2

ATTACHMENT 4

Resolution 2017-107

RESOLUTION 2017-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TWELVE (12) MONTH EXTENSION FOR TENTATIVE PARCEL MAP 34335 (TPM 34335)

WHEREAS, an application for time extension for Tentative Parcel Map 34335 has been duly filed on October 11, 2017 by:

Project Applicant: Banning Industrial, L.P. by Pacific Newport Properties, Inc.,
General Partner

Project Location: Located generally south of the railroad right of way,
immediately north of Banning Airport, and east of Hathaway
Street.

APN's: 532-110-006, 532-130-001 and 532-130-002

Project Area: 63.9 Acres

WHEREAS, it has been determined that no additional environmental review is required pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 in that a previous negative declaration was duly adopted and no substantial changes to the project or the circumstances involving the project require major revisions to the project are proposed by the extension of time for the tentative map; and

WHEREAS, on October 22, 2007, the Planning Division reviewed the proposed Tentative Parcel Map and associated Mitigated Negative Declaration and findings were made by the Community Development Director to approve the Tentative Parcel Map subject to certain Conditions of Approval. Approval Authority for Tentative Maps rested with the Community Development Director until April 12, 2010, at which time amendments to the Municipal Code placed approval authority with the City Council after recommendation by the Planning Commission; and

WHEREAS, Actions by the State Legislature, specifically SB1185, AB333, AB 208, and AB116 operated to extend Tentative Parcel Map 34335 to October 22, 2016; and

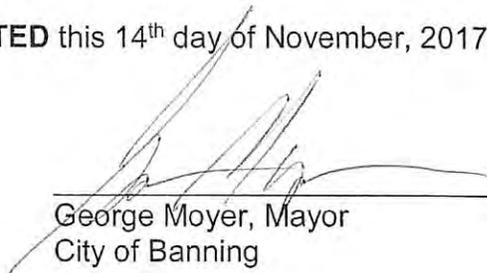
WHEREAS, on April 12, 2016, the City Council approved the first twelve (12) month extension of time for tentative parcel map by adoption of Resolution 2016-25 such that the new expiration of date of the tentative parcel map is October 22, 2017 leaving up to five (5) additional years of potential extensions of time remaining.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

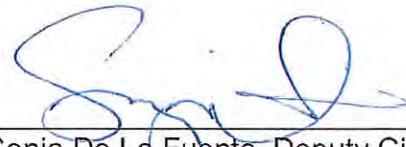
Section 1. The City Council concurs with the staff determination that no additional environment review is required in connection with the consideration and approval of a time extension to Tentative Parcel Map 34335 because none of the conditions specified in State CEQA Guidelines Section 15162 exist to require additional environmental review in connection with the project.

Section 2. The City Council determines that the findings for approval of Tentative Parcel Map 34335 that were made by the City on October 22, 2007 remain applicable to the project, and on that basis, the City Council of the City of Banning hereby approves an additional twelve (12) month extension of time for Tentative Parcel Map 34335 in accordance with Government Code Section 66452.6 (e). With this extension, Tentative Parcel Map shall now expire on October 22, 2018.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.


George Moyer, Mayor
City of Banning

ATTEST:


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

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


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

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-107 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of November, 2017.

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

NOES: None

ABSTAIN: None

ABSENT: None



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

ATTACHMENT 5

Resolution 2016-25

RESOLUTION NO. 2016-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TWELVE (12) MONTH EXTENSION FOR TENTATIVE PARCEL MAP NO. 34335 (TPM 34335)

WHEREAS, an application for time extension for Tentative Parcel Map No. 34335 has been duly filed by:

Project Applicant: Banning Industrial, L.P. by Pacific Newport Properties, Inc.,
General Partner

Project Location: Located generally south of the railroad right of way, immediately north of Banning Airport, and east of Hathaway Street.

APN's: 532-110-006, 532-130-001 and 532-130-002

Project Area: 63.9 Acres

WHEREAS, it has been determined that no additional environmental review is required pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 in that a previous negative declaration was duly adopted and no substantial changes to the project that require major revisions are proposed by the extension of time for the tentative map; and

WHEREAS, on October 22, 2007, the Planning Division reviewed the proposed Mitigated Negative Declaration and Tentative Parcel Map No. 34335; and, findings were made to approve the tentative map subject to the Conditions of Approval; and, the tentative map provides for the subdivision of a 63.9 acre site into four (4) development parcels, with Parcel "A" as a remnant parcel used, in part, for detention basin, and Street "A"; and, Tentative Parcel Map No.34335 will involve the construction of up to 1,000,000 square feet of Airport Industrial land uses; and, the Project involves the extension of John Street to the subject site as well as the secondary emergency access road through the Banning Airport and east of Hathaway Street; and

WHEREAS, on June 14, 2007, the Riverside County Airport Land Use Commission (ALUC) found Tentative Parcel Map No. 34335 to be consistent with the 2004 Banning Municipal Airport Land use Compatibility Plan, subject to conditions of approval; and

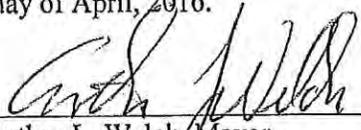
WHEREAS, Actions by the State Legislature specifically SB1185, AB333, AB 208, and AB116 extended Tentative Tract Map No. 34335 to October 22, 2016; and

WHEREAS, The State Legislature has not provided the automatic extensions of time as previously recited.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Banning hereby approves an additional twelve (12) month extension of time for Tentative Parcel Map No. 34335 in accordance with Government Code Section 66452.6. Therefore, said tentative parcel map shall expire October 22, 2017.

The above action is final unless an appeal is filed pursuant to Section 17.68.100 of the Banning Municipal Code within fifteen (15) calendar days following City Council action.

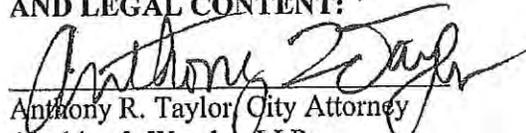
PASSED, APPROVED AND ADOPTED this 12th day of April, 2016.


Arthur L. Welch, Mayor
City of Banning

ATTEST:


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

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


Anthony R. Taylor, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2016-25 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of April, 2016, by the following vote, to wit:

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


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

ATTACHMENT 6

Public Notice

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL FOR A TWELVE (12) MONTH EXTENSION OF TIME FOR TENTATIVE PARCEL MAP 34335 (TPM 34335), LOCATED GENERALLY SOUTH OF THE RAILROAD RIGHT OF WAY, IMMEDIATELY NORTH OF BANNING AIRPORT, AND EAST OF HATHAWAY STREET; APN'S 532-110-006, 532-130-001 AND 532-130-002

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, October 9, 2018, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider granting a twelve (12) month time extension for Tentative Parcel Map 34335 (TPM 34335) The proposed project site is located generally, south of the railroad right of way, immediately north of Banning Airport, and east of Hathaway Street, APN's 532-110-006, 532-130-001 and 532-130-002. TPM 34335 was previously approved on April 12, 2016.

Information regarding the request for twelve (12) month extension of time for Tentative Parcel Map 34335 (TPM 34335) can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. You may also go to the City of Banning website at <http://www.ci.banning.ca.us/>.

All parties interested in speaking either in support of or in opposition to this item are invited to attend the hearing, or to send their written comments to the Community Development Department, City of Banning at 99 E. Ramsey Street, P.O. Box 998, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its recommendation on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Patty Nevins
Community Development Director

Dated: September 25, 2018
Publish: September 28, 2018

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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: October 9, 2018

SUBJECT: Resolution 2018-131, Approving an Amendment to the Contract with Romo Planning Group (“Romo”) to Expand the Scope of Services.

RECOMMENDATION:

1. Adopt Resolution 2018-131, approving an amendment to the contract with Romo Planning Group (“Romo”) to expand the Scope of Services to include Interim Community Development Director services and an additional Planner for Project Manager services.
2. Authorize the Interim City Manager to execute the Amendment.

JUSTIFICATION:

On September 24, 2018, Patricia Nevins, the City’s Community Development Director submitted her resignation. Romo is contracted by the City and Maryann Marks has been the assigned Project Manager on many current projects managed by Community Development, namely the Pardee Homes project. She has sufficient experience and background to serve as Interim Community Development Director during the recruitment process.

Mark DeManicor was previously assigned to the City by Romo and is also experienced and familiar with current projects of Community Development Department.

The City is receiving a high volume of applications pertaining to development in the Community Development department, namely in relation to the Pardee Homes development, in addition to others. In order to keep current with applications for development, it is necessary to transition an Interim Director as quickly as possible, and both Ms. Marks and Mr. DeManicor are very familiar with current projects and have extensive experience to provide an easy transition.

BACKGROUND:

The City entered into the existing contract with Romo Planning Group on October 9, 2013 to provide planning services in connection with planning projects. Since October 2013, the services provided by Romo have been exceptional and Romo is able to adjust to the City's work-flow.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 2018-131
2. Romo Proposal for an Amendment to the Scope of Services
3. FY 2018-2019 Romo Contract

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-131

RESOLUTION 2018-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP FOR THE SCOPE OF SERVICES TO INCLUDE INTERIM COMMUNITY DEVELOPMENT DIRECTOR SERVICES AND ADDITIONAL PLANNING SERVICES.

WHEREAS, on October 9, 2013 the Council approved a Professional Services Agreement for Planning Services with Romo Planning Group in connection with the providing general planning services for the City; and

WHEREAS, the Council approved an amendment with Romo Planning Group to provide general planning services for the City in the sum of \$199,680 for fiscal year 2018-2019; and

WHEREAS, it is necessary to amend the Professional Services Agreement with Romo Planning Group to include additional services due to the Community Development Director tendering resignation; and

WHEREAS, Maryann Marks of Romo Planning Group has sufficient experience and has detailed knowledge of the current City projects to serve as Interim Community Development Director; and

WHEREAS, Mark DeManicor of Romo Planning Group has sufficient experience and has detailed knowledge of the large City projects to serve as Project Manager; and

WHEREAS, there will be no increase to the contract amount.

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

SECTION 1. The City of Banning approves Resolution 2018-131 approving Amendment No. 9 to the Professional Services Agreement with Romo Planning Group to include an additional scope of services for Interim Community Development Director services and additional Planning services with no increase to the contract amount.

SECTION 2. The City Manager is authorized to execute the amendment to the Professional Services Agreement with Romo Planning Group for an additional scope of services.

PASSED, APPROVED AND ADOPTED this 9th day of October 2019

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-131 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

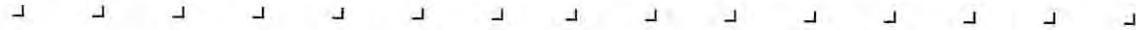
Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Romo Proposal for an Amendment to the Scope of Services



romo planning group, inc.



September 29, 2018

Rochelle Clayton, City Manager
Patty Nevins, Community Development Director
City of Banning
99 East Ramsey Street
Banning, CA 92220

Re: Proposal for Additional Staffing Services (Interim CD Director & Project Manager)

Dear Rochelle and Patty,

Thank you for the opportunity to provide additional contract services to the City of Banning. As always, we are happy to help in any way we can. As requested, we are proposing Ms. Maryann Marks, our current Project Manager, to serve as Interim Community Development Director, and Mr. Mark DeManincor, who has served previously as a Contract Planner, to serve as Project Manager. Maryann and Mark are available as long as the City desires. I have attached their resumes and proposed rates (Exhibit C for Contract Addendum).

If you have any questions, please feel free to contact me at (909) 255-4017 or via email at gromo@romoplanninggroup.com. Our goal is to facilitate the work load and assist you in any way we can.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Gus Romo'.

Gus Romo
Principal

Attachments: Revised Exhibit A-1: Scope of Services (to supplement Exhibit A)
Revised Exhibit C-1: Schedule of Compensation (to supplement Exhibit C)
Maryann Marks Resume
Mark DeManincor Resume

ADDENDUM TO EXHIBIT "A-1"

SCOPE OF SERVICES

RPG (Contractor) is currently providing project management services for various projects throughout the City as well as daily Associate Planner services. Based on the City's request, Contractor proposes to add the services of an Interim Community Development Director through our current Project Manager, Maryann Marks. In turn, our staff member, Mark DeManincor, will return to the City to provide Project Management services. Our current Associate Planner, Adrianna Ortiz, will not be affected and continue in her current Associate Planner role, which assists with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

RPG will utilize the following personnel to accomplish the Services:

- A. Maryann Marks – will serve as the Interim Community Development Director.
- B. Mark DeManincor – will serve as Project Manager during the Interim Community Development Director period.
- C. Adrianna Ortiz – will continue to serve as Associate Planner.

ADDENDUM TO EXHIBIT "C-1"

SCHEDULE OF COMPENSATION (SUPPLEMENTAL)

Consultant shall perform the Services below at the following rates:

- A. Interim Community Development Director: Consultant shall be compensated at a rate of One-Hundred Ten Dollars (\$110.00) per hour.
- B. Project Manager: Consultant shall be compensated at a rate of Eighty Dollars (\$80.00) per hour.
- C. Associate Planner: Consultant shall be compensated at a rate of Eighty Dollars (\$80.00) per hour.



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MARYANN MARKS, AICP

Principal Planner

PROFILE

Ms. Marks brings over 20 years of experience in municipal urban planning. She has managed and supervised planning division activities and staff with extensive current and long-range planning experience. She has served as project manager for comprehensive Zoning Code Updates, amendments and large-scale commercial and residential developments. Additionally she has authored and implemented Specific Plans, developed General Plans and amendments, reviewed proposed planning applications for compliance and coordinated efficient review of planning applications with various City Departments, architects, developers and attorneys. She is the recipient of several awards for outstanding planning and document production efforts. Her specific skill sets include:

- Project Management
- Design Guidelines
- General Plan Updates
- Specific Plans
- Zoning Code Updates
- Public Relations & Communications

EDUCATION

Masters of Business Administration, Pepperdine University, Malibu, CA
Bachelor of Science, Education, Ohio State University
Light Construction Management Certificate, University of CA, Irvine

PROFESSIONAL WORK EXPERIENCE

RPG, Inc.

2018

Ms. Marks has been serving as a Project Manager for RPG since the start of 2018 and is currently assigned to the City of Banning. She has worked under the supervision of the City's Community Development Director on various special projects. She has gained the trust and respect of staff and has been requested to serve as the Interim Community Development Director until the recruitment for the position takes place.

FORMA Design, Inc. - Government Services Director

2016

Ms. Marks served as Director of Government Services for FORMA DESIGN, Inc. Her extensive background and experience includes both the private and public sectors. In her career she has managed over 60 Design, Visioning, Specific Plan, Design Guideline, Form Based Code and other regulatory documents, always exhibiting strong professionalism and an optimistic outlook while searching for creative and unique solutions to complex issues and situations. Maryann has served as the Principal Project Manager for design and development projects, providing a full scope of planning services from discretionary case processing, project management, public outreach, project design, zoning code updates, specific plan and design guideline production and graphic support on all projects. Ms. Marks specializes in understanding the unique attributes of an area and creating site-specific regulations and guidelines to create a distinctive sense of place. Her broad experience in professional urban planning has provided her with an excellent knowledge of planning and community development. She has been an integral member of the public outreach process, from visioning to approval presentations. Her ability to plan and implement complex entitlement strategies to minimize processing time and approvals has been an asset to her clients. Ms. Marks is successful in



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negotiations with public and government agencies and has the dynamic ability to manage people and excel in challenging environments.

Civic Solutions, Inc. - Project Manager/Director of Downtown Solutions

2007-2016

Ms. Marks provided a leadership role within Civic Solutions. She managed the downtown solutions™ division of the firm where she was project manager on all downtown planning and urban design projects. Including complex entitlement strategies to minimize processing time and approvals, and negotiations with public and government agencies. Additionally, for the Civic Solutions division, responsibilities included managing contracts and projects and performing senior level urban planning consulting services for the company's clients. As a Principal Project Manager, Ms. Marks was retained by public agencies to coordinate planning services, discretionary case processing and counter services as well as manage the preparation of Specific Plans, General Plans, Zone Changes, urban and strategic land use plans and budgets. During her association with Civic Solutions, she won three consecutive LA APA Awards for Design Guidelines, which included signage regulations. Served a group mentor to three UCI students for the APA OC Section in 2015/16

SENIOR ADVANCED PLANNER, JURUPA VALLEY

Responsible for all advance planning functions including code updates, project review, staff report and noticing preparation, compilation of project conditions and presentation of staff reports at public hearings. Represented Jurupa Valley at all outside government agency meetings; WRCOG, Representative on JAPRD trails committee. Key member of the Jurupa Valley Interim General Plan update team.

PROJECT MANAGER, DOWNTOWN VERNON STREET AND HISTORIC OLD TOWN SPECIFIC PLAN, ROSEVILLE, CA

Managed the specific plan team working with City officials, a citizen steering committee, and the public to create a Specific Plan that incorporated the proprietary downtown code, private and public design guidelines, implementation strategies, and environmental documentation. The downtown code approach, which blends Euclidean zoning, form-based zoning, municipal (non-zoning) ordinances, and Smart Code regulations in a graphics-heavy format, recognized that Downtown Roseville is a distinct place and, therefore, should have distinct regulations. Plan strategies are supported by economic, transportation, and environmental analyses.

PROJECT MANAGER, ROSEMEAD MIXED USE DESIGN GUIDELINES, MIXED USE DESIGN STANDARDS AND COMPREHENSIVE CODE UPDATE

Managed the final Mixed Use Design Guidelines, Prepared the Mixed Use Development Standards for medium and high-density designations per the new General Plan. These projects included creating signage regulations and guidelines. The standards were used initially as guidelines for reviewing plans that were in process, and were ultimately incorporated into the zoning code update. Managed the comprehensive zoning code update for the City, which included a complete revision to the Sign code.

PROJECT MANAGER, CITYWIDE DESIGN GUIDELINES, ANTIOCH, CA

Provided oversight and direct, hands-on supervision of the firm's design and advance planning team in preparing a unique set of design guidelines for all areas of the city. The objective was to develop design guidelines to implement Antioch's vision of safely and comfortably accommodating all users and fostering a sense of place in the public realm. The scope included an analysis of existing conditions, feasibility and implementation issues along with the development of design guidelines. Included a complete revision to the



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sign code and creation of signage guidelines.

PROJECT MANAGER, CITY OF IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES

Managed and produced the design guidelines and regulatory framework to control development, advertising, etc. throughout the City of Irwindale. Special attention was placed on signage to control and regulate the form and function of signage to allow creativity within a design framework that would create a sense of place within the City.

PROJECT MANAGER, LAKE ELSINORE DOWNTOWN CODE AND DESIGN GUIDELINES

Managed and produced the downtown code and design guidelines for the master plan, including a historic town center which would serve as the focal point and gathering place for the entire community and 5 distinct districts. A comprehensive form based code which included very concise mixed-use design guidelines as well as commercial and residential standards and guidelines address the area's unique set of circumstances. A strategic plan to respond to traffic patterns, adjacency issues, parking limitations, signage requirements, residential needs and a vital mixed-use core were detailed components of the program.

FORMA Design, Inc. - Government Services Director

1998-2007

At FORMA, responsibilities as a Senior Project Manager involved pivotal roles on the Planning Team, providing research, design, and graphic support on all projects and managing the scheduling of 40 employees for the planning division. Primary duties include preparation of proposals in response to RFPs, discretionary applications, report and document preparation, cost estimates, and coordination with jurisdictional agencies, municipalities, and subconsultants.

Represented FORMA in BIA and served on the Government Affairs, Fuel Modification and Environmental Services Committees as well as being the BIA representative on the NMUS Oversight Committee. Her ability to manage multiple projects enables her to bring an efficient and practical approach to overall project management. Prior to FORMA, Maryann headed a citizen's committee that worked with the City of Costa Mesa on a park redevelopment project and was involved in graphic design and reproduction

Partial list of projects managed:

- Mission Village - TTM submittal Specific Plan Implementation Document
- Arroyo Seco Design Guidelines, Pasadena, CA
- Newhall Ranch Specific Plan & SP Conformance Document, Community Design Guidelines, Implementation Notebooks and Community Outreach Program, Santa Clarita, CA
- Rice Ranch Specific Plan, Santa Barbara, CA, 580 acre Specific Plan and Design Guidelines, EIR support
- North Pointe, Specific Plan, CA
- Sutter Pointe, Measure "M" Master Plan, Village Planning and Design, Design Guidelines and Specific Plan for Yuba County
- Yorba Linda Heights - 197-acre Design Guidelines and Tract Map Entitlement
- Vista Del Verde - Yorba Linda 890-acre Master Plan, Community Design Guidelines Design Implementation program



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PROFESSIONAL MEMBERSHIPS

American Planning Association

- VP- AICP OC Section
- Webmaster, LA Section
- American Institute of Certified Planners
- Urban Land Institute
- Guest Lecturer UCI



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MARK de MANINCOR

CONTRACT PLANNER

PROFILE

Mr. Mark de Manincor has been a city planner for 14 years. He started his career in the City of Adelanto as an intern after graduating from Cal State University, San Bernardino. He grew with the City and advanced to Senior Planner in 2012 and Planning Manager in 2016 until the City decided to trim its budget and contract the Planning Department in order to manage its deficit. Mr. de Manincor is a retired veteran from the United States Air Force. He is a very diligent and personable individual that adapts quickly to new environments. He is very familiar with all aspects of City Planning and managed to keep the Adelanto Planning Department afloat with a very small staff for many years. In addition to his experience as a City Planner, his former experience as a site manager and jet engine mechanic have given him the skills and patience to ensure projects are vetted through the proper channels and maintained with high quality control.

EDUCATION

Bachelor of Science, Business Administration, Cal State University, San Bernardino, CA
Jet Mechanic Certificate, United States Air force

PROFESSIONAL EXPERIENCE

Community Development Director (20 hrs/week); Calimesa, CA, Sept 2017 - present Abbott & Associates

Accomplishments include processing entitlement applications such as Development Plan Reviews, Conditional Use Permits, Specific Plan Amendments and Development Agreements. Updated the Municipal Code regarding Accessory Dwelling Units and prepared and gained approval of four years of General Plan/Housing Element annual updates. Worked with State and Federal agencies. Supervised Assistant Planner. Assisted Code Enforcement and Building and Safety Departments.

Contract Planner (8 hrs/week), Canyon Lake, CA; October 2018 - present Abbott & Associates

Accomplishments include processing entitlement applications such as Variances and Conditional Use Permits. Tasks generally include special event permits and providing planning information at the counter, on the phone and via emails.

Contract Planner, City of Banning, CA; April 2017 - September 2017 RPG, Inc.

Accomplishments include processing entitlement applications such as Tentative Tract Maps, Conditional Use Permits, Design Reviews, Lot Line Adjustments and Development Code Amendments. Consulted with local tribes, Multi-Species Habitat Conservation Plan (MSHCP), Riverside County Airport Land Use Commission (ALUC) and other agencies; Prepared and circulated environmental documents.

Planning Manager, City of Adelanto; Jan. 2016 – Dec. 2016

Managed the Planning Department; prepared and presented staff reports to the City Council and Planning Commission; prepared department annual budget; directed, assisted, and advised planning and building staff; represented the City with outside local, state and federal agencies; worked with and advised the City Manager, Engineering, Building and Safety, Public Works and Code Compliance/Animal Control on all matters related to City Planning and CEQA/NEPA compliance.

Senior Planner, City of Adelanto; 2012 – Jan. 2016

Performed all aspects of Planning, including preparing, submitting and gaining certification of the City of Adelanto Housing Element for the 2014–2021 planning period; managed the City’s comprehensive General Plan/zoning map update; was instrumental in the creation and adoption of several new ordinances, including the City’s medical cannabis cultivation ordinances; supervised journey and entry-level staff.

Associate Planner, City of Adelanto; 2009 – 2012

Performed all aspects of Planning Department functions under the direction of the Community Development Director.

Assistant Planner, City of Adelanto; 2006 – 2009

Assisted with the preparation and presentation of staff reports and Initial Studies and other planning-related duties; assisted at the public counter and with administrative-type approvals.

Planning Intern, City of Adelanto; 2005 – 2006

Assisted at the public counter and managed phone call activity; reviewed plans and reports; assisted with research for projects and managed the preparation of case files.

OTHER EXPERIENCE

Site Manager

California Bay Area Military Bases, Madison Services of Mississippi, MS (1984 – 1994)

Contractor

Spartan Pools, Fairfield, CA (1989 – 1984)

Jet Engine Mechanic

United States Air Force, Travis AFB, CA (1974 -1978)

Assembler

Ford Motor Company, Wixom, MI (1972 – 1974)

ADDITIONAL SKILLS

Proficient in Microsoft Office, including Word and Excel Applications

PROFESSIONAL ASSOCIATIONS

Member of American Planning Association (APA) 2010 – Present

Life time member of Disabled American Veterans (DAV) since 1980

Honorably Discharged, Retired, Military Veteran 1974 -1978

REFERENCES

Available upon request

ATTACHMENT 3

FY 2018-2019 Romo Contract

AMENDMENT NO. 8 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 8 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("CITY") and **ROMO PLANNING GROUP, INC.**, a California Corporation ("Consultant") is effective as of the 1st day of July, 2018.

RECITALS

A. CITY and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, plus Amendment No. 1 to include additional compensation for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services, plus Amendment No. 2 to include additional compensation for Contractual Services dated March 24, 2015 on whereby Consultant agreed to provide services for a Senior management Analyst, plus Amendment No. 3 to include additional compensation for Contractual Services dated June 23, 2015 on whereby consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 4 to include additional compensation for Contractual Services dated June 24, 2016 on whereby consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 5 to include redistribution of fees for the Rancho San Gorgonio Project Manager dated October 25, 2016, plus Amendment No. 6 to include additional compensation for Contractual Services dated February 14, 2017 on whereby consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 7 to include additional compensation for additional services.

B. CITY and Consultant now desire to amend the Agreement to extend the terms to June 30, 2019 and to include additional compensation for additional services in the amount not to exceed, One Hundred Ninety-Nine Thousand Six Hundred Eighty Dollars (\$199,680) for a total contract amount not to exceed Seven Hundred Twenty-Four Thousand Three Hundred Eighty Dollars (724,380).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein:
 - a) **Scope of Services (Exhibit A-1):** Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".
 - b) **Compensation (Exhibit C-1):** Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".
 - c) **Schedule (Exhibit D-1):** Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** CITY and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to CITY that, as of the date of this Amendment, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BANNING



Rochelle Clayton, Interim City Manager

ATTEST:



Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:



Kevin G. Ennis, Esq., City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By: 

Name: Gustavo J. Romo
Title: President

By: 

Name: Elizabeth Romo
Title: Secretary

Address: 9431 Haven Ave, Ste 232
Rancho Cucamonga, CA 91730

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

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

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

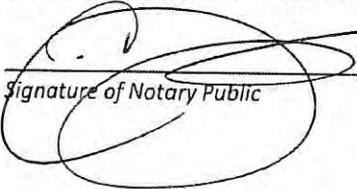
STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

On August 30, 2018 before me, Contessa Renea Lee, Notary Public
(Date) (Here Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Amendment # 8 Document Date: 8/30/2018

Number of Pages: 6 Signer(s) Other Than Named Above: Interim City Mayor, Deputy
Clerk, City Attorney

Additional Information: N/A

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

- A. RPG staff will serve in the capacity of an interim Associate Planner to assist the Community Development Director with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

II. Consultant must perform all on-call Services in compliance with the following requirements:

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceeding the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. N/A

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

-  *Adrianna Ortiz*
A. ~~Marie Gilliam~~ – to serve as the Interim Associate Planner, or others as needed.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$ 199,680 as provided in Recital B of this Agreement.**
- IV. The City will compensate Consultant for work performed at a rate of \$80/hr.**

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2019.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

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

MEETING DATE: October 9, 2018

SUBJECT: Resolution 2018-123, Authorizing an Appropriation of Funds for
Emergency Mold Remediation at the Banning Police Station in
the amount of \$55,403.21

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2018-123 authorizing an appropriation of funds for emergency mold remediation at the Banning Police Station and designating the Interim City Manager to make necessary budget adjustments, appropriations and transfers related to the project.

BACKGROUND:

Per the Purchasing Policy, emergencies are defined as those situations where the safety and/or welfare of City residents or employees is at stake and/or immediate purchasing action is required to prevent serious economic hardship to the City. When due to the nature of the emergency, it is not possible or it is impractical to follow competitive bidding requirements, these requirements may be waived by the City Manager or his designee.

On June 20, 2018, the Public Works Department (PWD) was notified of a possible leak originating from an overhead water line in the utility room located adjacent to the gym room at the Banning Police Station. The PWD responded on the same date and determined that a leak was present and that it caused damage to the interior walls of the utility room. Additionally, PWD staff identified the possible presence of mold and closed off the utility and gym rooms to employees. The City's on-call plumbing contractor was called and repairs were immediately made to address the leak.

In addition, on June 20, 2018, the City contacted Belfor Property Restoration ("Belfor"), a property restoration contractor with expertise in mold remediation to assess the situation, determine if mold was present and to make a recommendation for remediation if necessary. Belfor responded by evaluating the damage and performing an environmental investigation.

On June 29, 2018, following Belfor's assessment, an environmental investigation report ("Report") was presented to the City indicating fungal spores were found present in the utility room, gym room and women's restroom which shares a common wall with the utility and gym rooms. The report also identified guidelines and specifications for the abatement and remediation of the affected areas.

As a result, PWD staff directed Belfor to begin work as specified in the Report and the abatement and remediation process began July 2, 2018 and was completed July 19, 2018. The scope of work for mold remediation included sealing off contaminated areas and creation of barriers for mold containment; removal and disposal of the existing water heater and expansion tank followed by the replacement and installation of a new hot water heater and expansion tank; removal and disposal of affected drywall and insulation located in utility room; hepa vacuum and wet wipe the entire utility room with an antimicrobial; hepa vacuum and wet wipe all contents, walls, flooring and ceiling tiles in the exercise room with an antimicrobial; prepare the utility and exercise rooms for post air testing; and have a 3rd party provide post mold remediation air testing. The work areas passed all post mold remediation air testing.

JUSTIFICATION:

Due to health and safety concerns of those employees of the Banning Police Station, the Interim City Manager classified the situation as an emergency, waiving the requirements to follow the competitive bidding process.

FISCAL IMPACT:

Belfor provided mold remediation services in the amount of \$55,403.21. An appropriation from the General Fund to Account No. 001-3200-412.90-15 (Capital Expenditures/Building Improvements) in the amount of \$55,403.21 is necessary.

ALTERNATIVE:

Reject Resolution 2018-123 and provide direction to staff.

ATTACHMENTS:

1. Resolution 2018-123
2. Environmental Investigation Report
3. Final Post Remediation Verification Inspection Report
4. Pictures

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-123

RESOLUTION 2018-123

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING AN APPROPRIATION OF FUNDS FOR EMERGENCY MOLD REMEDIATION AT THE BANNING POLICE STATION IN THE AMOUNT OF \$55,403.21

WHEREAS, per the Purchasing Policy, emergencies are defined as those situations where the safety and/or welfare of City residents or employees is at stake and/or immediate purchasing action is required to prevent serious economic hardship to the City; and

WHEREAS, when due to the nature of the emergency, it is not possible or it is impractical to follow competitive bidding requirements, these requirements may be waived by the City Manager or his designee; and

WHEREAS, on June 20, 2018, the Public Works Department (PWD) was notified of a possible leak originating from an overhead water line in the utility room located adjacent to the gym room at the Banning Police Station; and

WHEREAS, the PWD responded by having the City's on-call plumbing contractor address the leak in addition to obtaining a contractor with expertise in mold remediation, Belfor Property Restoration, to assess the damage, perform an environmental assessment and provide applicable recommendations; and

WHEREAS, on June 29, 2018 an environmental report ("Report") was presented to the PWD identifying the presence of fungal spores in the utility and gym rooms and remediation measures; and

WHEREAS, due to health and safety concerns of those employees of the Banning Police Station, the Interim City Manager classified the situation as an emergency, waiving the requirements to follow the competitive bidding process and PWD staff directed Belfor to begin work as specified in the Report and the abatement and remediation process began July 2, 2018 and was completed July 19, 2018; and

WHEREAS, funds in the amount of \$55,403.21 will be appropriated from the General Fund to Account No. 001-3200-412.89-15 (Capital Expenditures/Building Improvements) to cover the costs of the testing and remediation work; 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 2018-123, authorizing an appropriation for emergency mold remediation at the Banning Police Station.

SECTION 2. The Interim City Manager or her designee is authorized to make necessary budget adjustments, appropriations and transfers related to the project.

PASSED, APPROVED AND ADOPTED this 9th day of October, 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 2018-123, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Environmental Investigation Report



REVISED JUNE 29, 2018

Attn:

BELFOR Property Restoration
Jeff Gildner
3443 Durahart Street
Riverside, CA 92507

Subject Property:

Banning City Police Department
125 East Ramsey Street
Banning, CA 92220

INTRODUCTION

This report presents the analytical results of the limited preliminary mycological sampling performed by ENVIROCHECK, INC to determine for the possibility of fungal growth and/or spore presence, the type of fungi, the potential source of the problem, and to recommend the most efficient remediation strategies if necessary. The sampling methods and remediation recommendations are based in part to the *American Industrial Hygiene Association Field Guide for the Determination of Biological Contaminants in Environmental Samples*, in reference to the *American Conference of Governmental Industrial Hygienists handbook on Bioaerosols Assessment and Control*, the *Institute of Inspection, Cleaning, and Restoration Certification (IICRC) Standard and Reference Guide for Professional Mold Remediation S520*, the *Indoor Environmental Standards Organization (IESO) Standards of Practice for the Assessment of Indoor Environmental Quality, Volume 1: Mold Sampling; Assessment of Mold Contamination (2002)*, and the *EPA Recommendations of Mold Remediation in Schools and Commercial Buildings*. *Please read entire report prior to initiating any action.

BACKGROUND INFORMATION

ENVIROCHECK, INC. was contacted on June 28, 2018 and was requested to conduct a limited preliminary investigation to assess potential abnormal and/or above background mold and mycological spore presence at the above subject property. The investigation was initiated in response to concerns regarding potential fungal amplification which may have resulted in affecting the general indoor air quality in Storage 105, Exercise Room 104, Women's Locker Room and Women's Bathroom. It was reported to ENVIROCHECK, INC. that two days prior to this investigation a water leak was discovered by the engineering department originating at a water supply line in the ceiling plenum space of Storage 105. It was reported that the duration of the water leak was unknown and that upon discovering the water leak, the engineering department also discovered suspect fungal growth on the drywall of Storage 105. The client is also concerned about the general air quality of the adjacent areas (Exercise Room 104, Women's Locker Room and Women's Bathroom) as a result of the reported water leak. This investigation and assessment was limited to the areas inspected and the samples collected as directed by and deliberated upon with the client, respectively.

SAMPLING METHODS

NON-VIABLE SURFACE SWAB SAMPLES

A bacteria/fungal swab is a qualitative test for the indication of bacteria/fungi. The swabs basically consist of a 'Q-Tip' like head enclosed in a plastic receptacle. The cotton tip head is moistened with distilled water (as provided inside the plastic swab receptacle), followed by the swabbing or wiping on the surface of approximately a square inch of a suspected area. The cotton tip is then capped in its casing and submitted to an appropriate laboratory. Non-viable analysis includes direct examination, visual quantitation, and identification to genus where feasible.

NON-VIABLE AIR SAMPLES (Total Airborne Fungal Spore Counts)

Air sampling generally indicates the total (e.g. living and dead) fungal spores that are present in the ambient air in a referenced room or area. Air sampling is also used to reveal information concerning airborne spore diffusion, total airborne spore counts, and/or if cross contamination of fungal spores is occurring between two separate areas. The collection of air samples is attained, in accordance with the commonly accepted protocol published by the AIHA (American Industrial Hygiene Association), by connecting spore trap cassettes, e.g. Zefon Analytical Accessories Air-O-Cells, M2 Multi-Mold cassettes, etc. to a high volume pump, which draws in approximately 75-150 (e.g. five minutes or ten minutes) total liters of air. The cassettes are submitted to an appropriate laboratory for analysis, which includes total and individual fungal enumeration of spores, quantification, and genus identification where possible. Also included, total number of pollen grains and visual quantitation of particulate matter. Results are presented in spores per cubic meter.

INVESTIGATION

- On June 28, 2018, ENVIROCHECK, INC. performed a limited preliminary on-site mycological investigation, as contracted by BELFOR Property Restoration at the subject property listed above.
- At the time of the investigation, the occupants did not report experiencing any irregular health symptoms.
- ENVIROCHECK, INC. was informed that professional efforts were not made to facilitate the drying of the building materials and structure with drying equipment such as dehumidifiers and fan blowers.

VISUAL OBSERVATIONS:

- **Storage 105:** The area was approximately 70 square feet consisting of drywall walls, concrete floor and a dropped ceiling with cellulose ceiling tiles. Visible paint delamination (peeling/bubbling) was observed on several of the drywall walls. Brown-colored water staining was observed on the walls and concrete floor throughout the room. Approximately 10-12 square feet of black/brown suspect fungal presence was observed spotted sporadically on the drywall of multiple walls. A general musty odor was detected upon entry to the area.

- **Exercise Room 104:** The area was approximately 400 square feet consisting of drywall walls, four feet high wall paneling, rubber flooring and a dropped ceiling with cellulose ceiling tiles. Brown-colored water staining was observed on the rubber flooring by the entrance to Storage 105. No musty odors were detected upon entry to the area.
- **Women's Locker Room:** The area was approximately 350 square feet consisting of ceramic tile covered walls, ceramic tile flooring and a flat style ceiling. No visible signs of water staining, water damage or suspect fungal presence were observed in the accessible areas. No musty odors were detected upon entry to the area.
- **Women's Bathroom:** The area was approximately 150 square feet consisting of ceramic tile covered walls, ceramic tile flooring and a flat style ceiling. No visible signs of water staining, water damage or suspect fungal presence were observed in the accessible areas. No musty odors were detected upon entry to the area.
- The moisture contents of the accessible building materials were measured with a Delmhorst BD-2100 Moisture Meter and the approximate readings are presented in Table 1 below. The BD-2100 Moisture Meter has three different moisture content scales for measurement; wood, gypsum (or drywall), and relative (plaster/concrete). According to the manufacturer specifications, the following numerical ranges are provided as a general guideline towards interpreting the measured values. *Moisture content values that may be of concern are bolded in Table 1 below.*

| <u>Substrate</u> | <u>Relatively Dry, Normal</u> | <u>Moist or Damp</u> | <u>Excessive Moisture, Wet</u> |
|------------------|-------------------------------|----------------------|--------------------------------|
| Wood | 6% - 15% | 15% - 17% | > 17% |
| Gypsum/Drywall | 0.0% - 0.5% | 0.5% - 1.0% | > 1.0% |
| Plaster/Concrete | 0.0% - 85% | 85% - 95% | > 95% |

Table 1.

| <u>Location</u> | <u>Substrate</u> | <u>Moisture Content (%)</u> |
|---|------------------|-----------------------------|
| Storage 105 | | |
| -South, East, West Walls (floor to ceiling) | Drywall | 3.1-21.3 |
| -Remainder of Walls (1 foot up from floor) | Drywall | 0.8-5.5 |
| Exercise Room 104 | | |
| -Walls (above protection paneling) | Drywall | 0.1-0.3 |

- Preliminary measurements of relative humidity (RH) and temperature were also collected. Measurements were obtained using a TRACEABLE Humidity / Temperature Pen Thermal Hygrometer. According to the ASHRAE (American Society of Heating, Refrigeration, and Air Conditioning Engineers) Standard 62-2001, *Ventilation for Acceptable Indoor Air Quality*, "Relative humidity in habitable spaces preferably should be maintained between 30% and 60% relative humidity..." The approximate measurements are presented below in Table 2.

Table 2.

| <u>Location</u> | <u>Relative Humidity (RH)</u> % | <u>Temperature (F)</u> |
|---------------------|------------------------------------|------------------------|
| Storage 105 | 31.2 | 75.2 |
| Exercise Room 104 | 25.8 | 74.3 |
| Women's Locker Room | 26.7 | 73.2 |
| Women's Bathroom | 25.8 | 74.0 |
| Outdoors | 15.2 | 92.8 |

SAMPLE COLLECTION:

- A surface swab sample was taken of the observed suspect fungal presence on the Storage 105 west wall drywall.
- Non-viable air sampling was conducted in the Storage 105, Exercise Room 104, Women's Locker Room, Women's Bathroom and outside (North at Parking Lot and Entry). The outdoor control samples were used as a background negative control for comparative analysis.
- A basic floor plan of the areas in question is provided at the end of the report in the APPENDIX section for reference purposes only.

(No obvious adverse weather or outdoor conditions were noted at the time of the inspection.)

PRINCIPAL FINDINGS

(SEE ATTACHED LABORATORY RESULTS FOR DATA, EXACT LEVELS, AND GENUS)

SUMMARY**Surface Swab Samples:**

The laboratory results from the surface swab sample (Storage 105 west wall drywall) confirms the abundant presence of the significant fungus Stachybotrys. The swab sample results also indicate elevated levels of HYPHAE-like FRAGMENTS (threadlike structures of the mycelium, that form the vegetative part of a fungus), which suggest that the sampled mold spores that were detected originated from fungal growth at that site sampled.

A brief summary of the aforementioned fungal genera type identified is provided below as a reference.

Stachybotrys

Stachybotrys is commonly found in sub-tropical to tropical areas in soil and decaying plant materials, and is considered a type I & III allergen. Considerable recent media attention has been focused on the fungi *Stachybotrys chartarum* (atra) due to infant deaths in Cleveland from pulmonary hemosiderosis, which may be associated with contamination of residences with this fungus. Stachybotrys thrives on water damaged cellulose rich materials such as sheet rock, paper, ceiling tiles, cellulose containing insulation backing and wallpaper. The presence of this fungus in buildings is significant because of the mold's ability to produce mycotoxins, such as Satratoxin H, Trichoverrol, and Cyclosporins that possess cytotoxic, immunological, carcinogenic effects. Exposure to these toxins can occur through inhalation, ingestion or dermal exposure. Symptoms include dermatitis, cough, rhinitis, nose bleeds, a burning sensation in the mouth and nasal passage, cold and flu symptoms, headache, general malaise, and fever. Inhalation of conidia may also induce pathological changes (pneumomycotoxicoses). Satratoxin H has been reported to be abortogenic in animals and in high doses or chronic low doses it can be lethal. *S. chartarum* (atra) produces other macrocyclic and trichoverroid trichothecenes and, like *Memnoniella echinata*, produces phenylspirodrimanes, which are immunosuppressive. Stachybotrys typically appears as a sooty black fungus occasionally accompanied by a thick mass of white mycelia. *Memnoniella* differs from *Stachybotrys* by producing conidia in chains. As a general rule, air sampling for *Stachybotrys* yields unpredictable results mainly due to the fact that this fungus is usually accompanied by other fungi such as *Aspergillus* and *Penicillium* that normally are better aerosolized than *Stachybotrys*. Bulk or surface sampling of suspect materials can be analyzed in a laboratory for identification by light microscopy. This fungus is a slow grower on media, therefore does not compete well with other rapidly growing fungi.

Non-Viable Air Samples:

The non-viable air monitoring results indicate that total ambient indoor levels of spores in Storage 105 and Exercise Room 104 are abnormal, due to a significantly elevated presence of *Aspergillus*/*Penicillium*, when compared to the outdoor airborne levels. The adjacent area of the Women's Bathroom appears to be abnormal, due to a slightly elevated presence of *Aspergillus* / *Penicillium*. The Air monitoring samples were collected in the Storage 105, Exercise Room 104, Women's Locker Room and Women's Bathroom and outside (North at Parking Lot and Entry). The samples from outside the subject property were used as a background negative control for comparative analysis. Ambient indoor air samples are typically similar or lower in concentration than outdoor negative control air samples. Common indoor environments will always consist of some levels of fungi. This is a basic principle that fungal spores occur naturally everyday and everywhere in the environment. So naturally, fungal spores will always be found, but it is the degree of dissimilarity between the comparison of total fungal spore concentrations of the suspect indoor samples and outdoor negative control air samples that determines the significance of the problem, as applicable. Orders of magnitude between the individual fungal genera types present within the indoor and outdoor or control samples are also considered. At this time, there are no federal regulations or standards in regards to exposure levels or to quantify the detected levels of spores, which is the primary reason why outdoors or areas of non-complaint negative control air samples are collected. Further support in data interpretation is based in part by the American Industrial Hygiene Association *Field Guide for the Determination of Biological Contaminants in Environmental Samples*, "Dominance in indoor air samples by species of mold that are not the predominant outdoor species indicates that molds are growing in the building and that air quality is degraded", although this may not be applicable in every

situation. Based on the laboratory results from the air monitoring samples and the comparative analyses of the general distribution of individual and total fungi detected, abnormal total airborne fungal spore conditions appear to exist in the specified areas detailed above.

Conclusion:

From the information obtained from this limited preliminary investigation and the representative samples collected, ENVIROCHECK, INC. finds that the tested areas in the Storage 105 and Exercise Room 104 of the subject property appear to exhibit an abnormal and above background total airborne fungal spore presence, due to a significantly elevated presence of *Aspergillus* / *Penicillium*. The adjacent area of the Women's Bathroom appears to be abnormal, due to a slightly elevated presence of *Aspergillus* / *Penicillium*, and air filtration of the area is recommended as a precaution. The laboratory data from the surface swab samples indicate the presence of fungal growth and amplification at the location tested (Storage 105 west wall drywall). Elevated moisture levels conducive to fungal growth were detected in Storage 105 (see Table 1 above).

The following detailed scope of work is a strategy towards remediation, consisting of the disposal of affected building materials and meticulous cleaning and scrubbing, followed by post remediation verification and testing to permit further abatement and/or restoration work. Additional recommendations may surface upon the discovery of new and vital information (i.e. alternate water leaks, widespread fungal contamination, etc.), after the following scope of work is performed.

GENERAL RECOMMENDATIONS

1. If there are any medical questions or concerns, ENVIROCHECK recommends seeking the consultation of a medical professional.
2. Any and all water leaks and/or intrusions should be identified and subsequently corrected prior to proceeding with the recommended abatement and remediation procedures.
3. Further microbial sampling can be performed by ENVIROCHECK, INC. in a 'Re-assessment Investigation' to possibly further or reduce the 'Scope of Work' below.
4. Efforts should be immediately made to facilitate the drying of the building materials and structure including but not limited to the drywall in the affected areas (see Table 1 above). Contact a qualified and professional contractor who is experienced with water damage restoration and/or emergency services. It is recommended that any drying, dehumidifying, and/or relevant mitigation efforts be performed under isolated containment. Contact ENVIROCHECK, INC. for recommended procedures.
5. **Women's Bathroom:**
 - A.) Establish and maintain an air filtration device during the duration of the work or until the area has been cleared.
6. 'Anderson Air Sampling' or viable impact air sampling can be performed for speciation, to detect viable or culturable fungal spores that have the ability to amplify, to determine if elevated/amplified ("living") fungal spore conditions exist, and/or for the presence of potentially pathogenic fungal species.

7. Porous items, soft goods, and contents can be washed with a detergent, and subsequently dried in high heat and/or professionally laundered. Although this should remove and/or eradicate most fungal spores and/or bacteria presence, it does not guarantee the complete decontamination or removal of all settled fungal spores. Dead residual fungal spores and/or fragments that may be left can be still considered to be an allergen. Porous contents that cannot be subject to cleaning methods involving water and/or cleaning agents/liquids should be thoroughly vacuumed using equipment with HEPA filtration.
8. All other objects (non-porous) and hard surfaces can be thoroughly cleaned, scrubbed, and/or wet-wiped (damp cloth) with a mold-killing disinfectant, soaps, detergents, and/or chemicals (bleach solution or similar product). HEPA vacuum thoroughly after.
9. Appropriately clean entire Heating Ventilation Air Conditioning (HVAC) duct system. Air filters of the air handling system should be replaced. Appropriate cleaning of the HVAC system should be performed in accordance with the National Air Duct Cleaners Association's (NADCA) *ACR 2006 Standard: Assessment, Cleaning, and Restoration of HVAC Systems*.
10. Areas of the subject property with active plumbing or internal water type systems (i.e. water filters, water heaters, toilets, sinks, etc.) should be regularly inspected for any leaks or undesired water incursion. Appropriate efforts should be made to prevent any water leaks or water intrusion damage into the subject property and immediately corrected if found.
11. The building owner should sustain a routine schedule of maintenance for the air handling system, HVAC system, furnace, or etc. including but not limited to the cleaning of the air ducts and the replacing of air filters. Appropriate cleaning of the HVAC system should be performed in accordance with the National Air Duct Cleaners Association's (NADCA) *ACR 2006 Standard: Assessment, Cleaning, and Restoration of HVAC Systems*.
12. ENVIROCHECK, INC. recommends a re-inspection if visible mold appears, water intrusion reoccurs, or irregular health symptoms that can be associated to mold or fungi exposure surface or worsen.

RECOMMENDED SCOPE OF WORK

The 'Recommended Scope of Work' is provided as a site-specific, general guideline towards abatement and remediation. Parts of the scope of work may not be applicable on certain abatement projects. Regulatory requirements do not mandate that the abatement project be performed under these detailed recommendations, however, they are suggested to achieve a final "passing" Post Remediation Verification and Inspection with a high rate of success and consistency.

1. Identify and/or correct any source of water/moisture leaks or intrusion.
2. It is recommended that all tasks be performed in accordance with the 'Work Specifications' written by ENVIROCHECK, INC.
3. It is recommended that a qualified or certified and experienced mold remediation/abatement contractor be used to perform the tasks outlined below.
4. It is required by the State of California Division of Occupational Safety and Health that any asbestos containing material (ACM) be properly removed by a licensed asbestos contractor prior to demolition, renovation, and/or disturbance. *See ENVIROCHECK, INC. limited asbestos report.*
5. Appropriate asbestos bulk sampling of the building materials in question should be performed prior to initiating the work outlined below.

6. Appropriate paint sampling of substrates in question in structures built prior to 1978 should be performed prior to initiating the work outlined below.
7. A containment (as described in the 'Work Specifications' written by ENVIROCHECK, INC.) accompanied with negative air pressure must be set up isolating the entire *Storage 105* and *Exercise Room 104*.
8. Maintain negative air pressure throughout the duration of the project or until a "Passing" post remediation verification is achieved. The appropriate exhaust duct from the negative air machine should be tightly positioned to a local window, slider, door, etc. for maximum efficiency.
9. Seal all critical barriers, including but not limited to air vents and registers, windows, attic air spaces, crawlspace openings, exhaust fans, plumbing fixtures, and etc. with proper tape and polyethylene sheeting. (*NOTE: Critical barriers are generally defined as any open air space or mechanism through which unfiltered air outside of the contained or regulated areas can be introduced into the containment.*)
10. Seal and regulate unaffected neighboring rooms and/or areas with polyethylene sheeting.
11. Remove and briefly 'clean' all relative contents from the work area(s) referenced above, so that abatement tasks can be performed without obstruction. Seal and wrap contents with polyethylene plastic. Store contents outside of containment.
12. **Storage 105:**
 - A.) Remove and properly dispose of the vinyl base covers along all walls.
 - B.) Remove and properly dispose of any water damaged cellulose ceiling tiles.
 - C.) Remove and properly dispose of floor to ceiling, all drywall, any insulation, and other materials covering the wood/metal studs of the south wall, west walls, and east wall across from the water heater.
 - D.) Remove and properly dispose of a minimum of four feet (from the floor), all drywall, any insulation, and other materials covering the wood studs of all the remaining north, south and east walls.
 - E.) After the removal of the drywall, visually inspect the drywall backside of the common areas (*Exercise Room 104* and *Women's Bathroom*) for any signs of suspect fungal presence. If suspect fungal presence is observed, contact ENVIROCHECK, INC. immediately as Scope of Work may change.
13. **Exercise Room 104:**
 - A.) Remove and properly dispose of the wall protection panels on the walls common to *Storage 105*.
 - B.) Remove a section of water damaged rubber flooring a minimum of two feet beyond visible staining. Assess condition once removed and dispose of if necessary. If salvageable, properly clean and store outside of containment.
 - C.) After the removal of the wall protection panels, visually inspect the drywall for any signs of suspect fungal presence. If suspect fungal presence is observed, contact ENVIROCHECK, INC. immediately as Scope of Work may change.

All WORK AREAS:

14. All discarded materials should be appropriately disposed in doubled polyethylene bags.
15. Prior, during, and after the 'cleaning' process of the wood/metal members, test wood/metal studs and members for structural integrity with an awl or screwdriver. If any wood/metal members seem

- soft, brittle, or deteriorated, contact an appropriate structural engineer immediately and ENVIROCHECK, INC.
16. **“Clean”** and **“Scrub”** all surfaces of the wood/metal studs, beams, panels, moisture barrier, and etc. behind the discarded walls and/or ceilings with a metal wire brush or sandpaper and mold-killing sanitizing agents, making sure to HEPA vacuum all areas of debris.
 17. Using mold-killing sanitizing agents, **“wet-wipe”** all exposed surfaces including, but not limited to the floors, ceilings, remaining walls, and etc.
 18. Check behind walls, crevices, or wood members for any visible indication of suspect mold growth. Prior to any removal, demolition, or abatement of any building materials or substrates, photo documentation by the contractor is strongly recommended. Report any suspect growths to ENVIROCHECK, INC. immediately.
 19. Re-clean all exposed areas with mold-killing sanitizing agents. HEPA vacuum any remaining debris.
 20. Spot spray or apply a clear encapsulant such as “FiberLock IAQ 6100”, “Foster’s 40-51” or similar encapsulation product containing a microbial-killing agents within the solution on the exposed wood members that have become frayed, flawed, crossed cut, on the backsides of exposed drywall walls (as necessary), or *other areas which may be difficult to clean* by scrubbing, and immediately dried with a hair dryer or similar device. Any use of encapsulant product should strictly follow the manufacturer directions and recommendations.
 21. As necessary, thoroughly dry all moisture using a dehumidifier until the proper moisture levels are reached in the applicable building materials.
 22. Prior to proceeding with post remediation verification sampling and inspection, perform a final check of the entire project. A) Check the plastic containment for any failures or defects, correct them immediately, and report them to ENVIROCHECK, INC., B) Ensure that the negative air machine(s) is operating appropriately providing negative air pressure inside the containment(s), C) Check that all ‘*critical barriers*’ are appropriately sealed, and D) that all steps of the ‘Scope of Work’ have been performed.
 23. When the work area(s) have passed a post remediation verification inspection and sampling by ENVIROCHECK, INC., the containment(s) and critical barriers can be removed, drying encapsulant/sealant can be applied as necessary, and the work area(s) are ready for replacement building materials to be re-installed. (NOTE: The new building materials should not be re-installed until achieving a “passing” post remediation verification inspection and sampling.)
 24. ENVIROCHECK, INC. recommends using “greenboard” drywall, which has an anti-microbial agent within its matrix to help prevent further fungal growth. It also minimizes water intrusion damage.
 25. ENVIROCHECK, INC. recommends a re-inspection if visible mold appears, water intrusion reoccurs, or irregular health symptoms that can be associated to mold or fungi exposure surface or worsen.

WORK SPECIFICATIONS

The 'Work Specifications' are provided to define terms that may be used in the Recommended Scope of Work for the site. Parts of the specifications may not be applicable on certain abatement projects. Regulatory requirements do not mandate that the abatement project be performed under these detailed work specifications, however, they are recommended to achieve final "passing" Post Remediation Verification and Inspection with a high rate of success and consistency.

A. CONTAINMENT

1. Complete isolation of the work area from the occupied spaces is required. Seal all critical barriers (e.g. openings, fixtures, windows, doorways, HVAC system openings) of contaminated area with 2 layers of 6 mil. Polyethylene/plastic sheeting sealed with duct tape. It is the contractor's responsibility to ensure that the containment remains in place for the duration of the cleaning process until ENVIROCHECK, INC. establishes the affected area(s) has returned to a pre-loss condition and/or to a normal fungal ecological environment.
2. Establish a three- (3) chamber decontamination unit consisting of a clean room, shower room (If applicable), and equipment room. Each chamber shall be separated by "Z" Flap doorways. Each doorway shall maintain a sealed air lock quality. Zipper doors are also recommended.
3. Sticky-type tack mats (that have removable sheets) for foot traffic are highly recommended. They should be used inside and/or outside of decontamination chambers.
4. Replacement or make-up air should be filtered.
5. Fire extinguishers shall be readily available.
6. Install viewing port(s) at every 25-foot interval.
7. Follow all applicable regulatory regulations including but not limited to: OSHA, CAL-OSHA.

B. NEGATIVE AIR

1. Establish negative air pressure to be maintained at no less than 0.02 inches of water (depending on containment size). It is recommended to install a recording type manometer to continuously record pressure differential within the work area versus the area outside of the containment.
2. It is the contractor's responsibility to ensure that the negative air device(s) remains in place, working properly, and continuously for the duration of the cleaning process until ENVIROCHECK, INC. establishes the affected area(s) has returned to a pre-loss condition and/or to a normal fungal ecological environment.
3. The appropriate filters for the negative air machine should be changed at the beginning of the job and at the end of the job.

C. DEHUMIDIFICATION

1. Establish dehumidification within the containment as necessary until moisture is less than 15% in wood, less than 0.5% in drywall, and less than 85% in plaster or other components depending on applicable conditions. Dehumidification should be performed by a qualified individual and not dehydrated to the point of potential damage to the property.

2. It is the contractor's responsibility to ensure that the dehumidification device(s) remains in place, working properly, and continuously as needed until the proper moisture levels are reached in the applicable building materials.

D. WARNING SIGNS

1. Place warning signs at entries and exits outside the work area.
2. The sign shall indicate in plain, visible, bold letters in both English and Spanish and read **DANGER MICROBIAL HAZARD – Authorized Personnel Only**.
3. Emergency exits shall be clearly marked in RED.

E. RESPIRATORY PROTECTION

1. The contractor's personnel shall wear respirators in accordance with the full respiratory protection program defined in 29 CFR 1910.134. (Including, but not limited to: annual medical clearance, proper fit testing, and cleaning.)
2. At minimum, half-faced respirators with HEPA cartridges should be worn.
3. Additional cartridges (HEPA/organic) may be necessary depending on the types of agents used for the cleaning process.

F. PROTECTIVE CLOTHING AND EQUIPMENT

1. The contractor's personnel shall wear disposable protective clothing, head covering, ear protection, foot covering, and gloves.
2. The contractor/employer shall provide a work environment "free from recognized hazards" as stated in the 1970 OSHA general duty clause.

G. WORK PRACTICES

1. All personnel shall be trained in handling and removing hazardous waste.
2. All personnel shall understand and perform all work in accordance with and regulatory agencies, including but not limited to: OSHA, Cal-OSHA (DOSH).
3. All personnel should appropriately shower, dispose of protective clothing, remove and clean respirators, and eliminate any potential contamination upon each exit from the decontamination chamber.
4. If any personnel experience any health related effects associated with Allergenic or Toxicogenic reactions from mold or fungi (e.g., respiratory illness, rashes and chronic fatigue), immediately exit the containment and consult a physician.
5. All workers should be free from asthma, allergy to mold or fungi, and immune suppressive disorders.
6. "**Cleaning**" or "**Wet-wiping**" consists of thorough cloth wiping with a spray mist of mold-killing agents, and thoroughly HEPA vacuuming all exposed areas deemed contaminated.
7. "**Scrubbing**" consists of thorough brushing with a wire brush or similar device on the contaminated area applied with mold-killing agents, "**re-cleaning**" with cloth and spray mist of appropriate mold-killing agents solution and subsequent HEPA vacuuming. This process should be repeated until no visible mold remains and is **not** limited only to areas with visible mold.

8. Work should be performed starting at the furthest point in the opposite direction of the Negative Air Machine, and moving (working) towards the direction of the Negative Air Machine.
9. Areas unable to be cleaned due to fraying or flawed edges, and/or other distortions will be applied with mold-killing agents and sealant solution ("FiberLock IAQ 6100" or similar product) and subsequently power dried with a hand held hair blow dryer or similar device. Any use of encapsulant product should strictly follow the manufacturer directions and recommendations.
10. All areas and non-porous objects will be thoroughly "**cleaned**" and/or "**scrubbed**" at least a total of **two times** or as many times as necessary.
11. All contaminated materials including, but not limited to insulation, felt, and debris shall be disposed of in sealed double plastic bags.
12. All dust and debris shall be "**cleaned**" from all surfaces in the work area. (i.e. floors, walls, wall cavities, ceilings, plastic sheeting, and stationary non-porous objects, etc.)

H. HVAC SYSTEM

1. Remove or "**clean**" the entire HVAC system using "state-of-the-art" methods. (Containment, negative air pressure, mold-killing agents, HEPA filtration, HEPA vacuuming, etc.)
2. Removal or "**cleaning**" of the HVAC system should be performed as to eliminate potential fungal contamination into the cleaned work area or the area outside containment.
3. Appropriate cleaning of the HVAC system should be performed in accordance with the National Air Duct Cleaners Association's (NADCA) *ACR 2002 Standard: Assessment, Cleaning, and Restoration of HVAC Systems*.

I. CLEAN-UP AND DISPOSAL

1. All waste shall be bagged in 6 mil polyethylene bags and sealed.
2. The filled bags shall be "**cleaned**" and placed into a second clean bag and sealed in the bag out room.
3. All equipment or other objects shall be appropriately "**cleaned**" prior to exiting the decontamination chamber as to eliminate potential fungal cross contamination.
4. If applicable all personnel shall appropriately shower or HEPA vacuum self and isolate all disposable clothing and protective equipment as to eliminate potential fungal cross contamination.

J. AIR MONITORING

1. ENVIROCHECK, INC. will perform air sampling. Air sampling should be performed prior, during, and after the abatement process.
2. The air sampling method involves the use of non-viable cassettes (e.g. "Zefon", "M-2", etc.) to identify and quantify fungal spores. If ENVIROCHECK or the client determines that further viable or culturable testing is necessary, "Anderson" sampling may be performed to determine fungal species, and the number of colony forming units.
3. Air sampling for 'Post Remediation Verification' purposes will determine when the containment will be sealed and removed, and when final encasement product can be applied to wood members or other stationary non-porous items.

K. POST REMEDIATION VERIFICATION CRITERIA

1. It is recommended that all work listed above should be completed in accordance with the “Work Specifications” written by ENVIROCHECK, INC.
2. Engineering controls (containment(s), critical barriers, negative air machine(s), and work practices) must be satisfactory and in accordance with the provided “Scope of Work” and “Work Specifications” written by ENVIROCHECK, INC. (NOTE: The lack of satisfactory engineering control conditions does not preclude ENVIROCHECK, INC. from continuing with applicable ‘post remediation’ sampling procedures.)
3. All surfaces and air space inside the work area must be reasonably free of fungi, fungal spores, dust, and miscellaneous debris related to the original loss described in the inspection report and from work practices during the remediation process.
4. The surfaces will be deemed “**Passed**” by ENVIROCHECK, INC. based on a “*Visual Inspection*” performed by ENVIROCHECK, INC. and/or on a case by case basis and/or inspector discretion, representative “*Surface Tape Lift/Swab Sampling*” results performed by ENVIROCHECK, INC.
5. The “air space” inside the containment(s) will be deemed “**passed**” by ENVIROCHECK based on representative “*Air Sampling*” results performed by ENVIROCHECK. It may be necessary for the contractor to spray and/or apply encapsulant products to appropriate surfaces after tape lift sampling “passes” and before air sampling proceeds.
6. In general for non-viable air sampling, indoor concentrations of individual and general distribution of fungal types should be similar or lower to outdoors or control (background) levels.
7. When the entire work area is deemed “**passed**” by ENVIROCHECK, INC. the cleaned and encapsulated containment materials can be removed and the area is ready for replacement materials.
8. The verification criteria are subject to discretion on a case-by-case basis and may consider relevant information and observations beyond the analytical laboratory results.

EQUIPMENT

Appropriate equipment must be registered with the local Air Quality Management District AQMD. All equipment must be used in accordance within all applicable regulations, including but not limited to: OSHA, DOSH, SCAQMD, NESHAPS, and EPA.

- HEPA Air Filtration Devices (HEPA Negative Air Machine)
- 3-Stage Decontamination chamber
- Polyethylene/Plastic Sheeting
- HEPA vacuum(s)
- HEPA power tools
- Mold-killing agents
- Respirators
- PVC Coveralls
- Gloves
- Eye Protection
- Alcohol Wipes
- Dehumidifier(s)
- Sealant
- Hair Dryer(s)

Limitations

The findings set forth in this assessment are strictly limited to the time, date and scope of the evaluation. Regulatory standards for microbial contamination do not currently exist and therefore the results and conclusions of this investigation are based on analytical microbial testing, field observations, and in part to the American Industrial Hygiene Association *Field Guide for the Determination of Biological Contaminants in Environmental Samples*, in reference to the American Conference of Governmental Industrial Hygienists handbook on *Bioaerosols Assessment and Control*, the *Institute of Inspection, Cleaning, and Restoration Certification (IICRC) Standard and Reference Guide for Professional Mold Remediation S520*, the *Indoor Environmental Standards Organization (IESO) Standards of Practice for the Assessment of Indoor Environmental Quality, Volume 1: Mold Sampling; Assessment of Mold Contamination (2002)*, and the *EPA Recommendations of Mold Remediation in Schools and Commercial Buildings*, and not on any procedures beyond the scope of the agreed upon work. Instructions including, but not limited to, procedures, conclusions, recommendations, and specifications, offered to the client, (person(s), or entity) who may utilize this report, are only opinions made in an effort to assist the client with their decision making process. No warranties, implied or otherwise, are made with respect to any instruction given. ENVIROCHECK, INC. does not guarantee that all individuals will be free from mold and fungi exposure. Mold and Fungi are naturally occurring in both indoor and outdoor environments and there are no published regulations regarding the exposure, removal, or assessment of fungi.

It should be fully understood that this investigation is limited to the sampled areas of the subject property and/or areas that are related to the original and/or reported water loss only. Due to its dynamic nature, mold and fungi growth and/or amplification can be present in hidden and/or unknown areas within the subject property. Unless all past and/or present water intrusion/incursion incidents throughout the history of the subject property and/or any conditions that may contribute to mold growth/amplification are identified and disclosed to ENVIROCHECK, INC. it would be impossible to identify or detect these areas. ENVIROCHECK, INC. cannot be held responsible if the client, current property owner, and/or future property owner(s) discover such areas. This investigation/assessment and sampling protocol specifically excludes the identification and detection of wood decay type fungi, including but not limited to *Poria incrassata*, due to the unpredictable nature and general lack of spore production that would be typically detected in environmental fungal samples.

SIGNATURE PAGE

Prepared by:



J. David Escalante
Industrial Hygiene Technician
NIOSH 582 Certified
State of California Division of Occupational Safety and Health (DOSH) CSST #15-5461
State of California Department of Public Health Lead-Related Construction Certificate #25539
Certified Water Damage Restoration Technician, IICRC # 213100

Reviewed by:



Vinh Q. Pham, B.S.
Senior Industrial Hygienist
Certified Hazardous Material Manager (CHMM) 17420
Certified Microbial Consultant, (CMC), American Council for Accredited Certification (ACAC)
Certified Indoor Environmentalist (CIEC) #01676, American Council for Accredited Certification (ACAC)
State of California Division of Occupational Safety and Health (DOSH) CAC #03-3356
State of California Department of Public Health Lead-Related Construction Certificate #21745
Certified Water Damage Restoration Technician, IICRC # 72811

APPENDIX: Floor plan

*(Not to scale, for reference purposes only.)



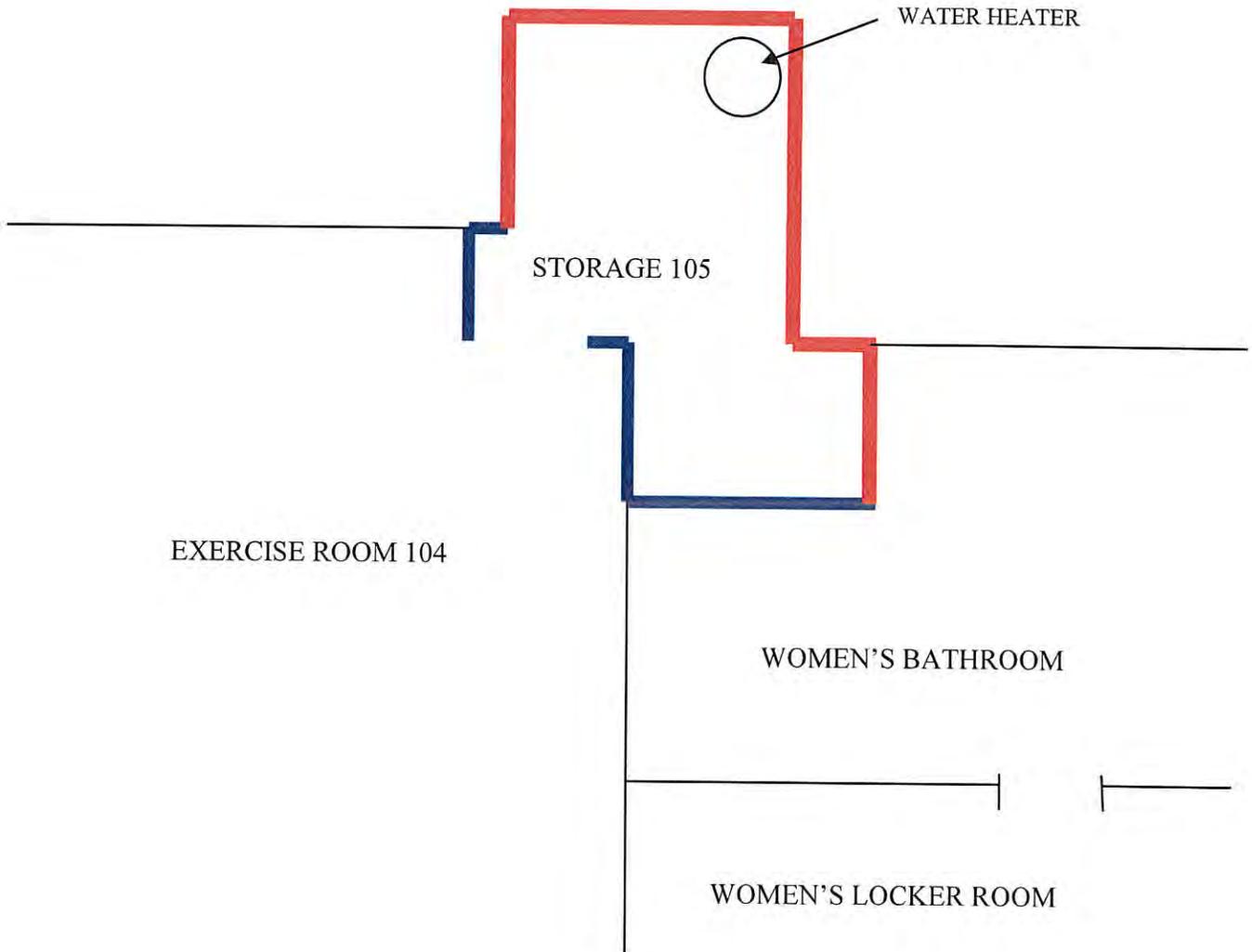
NORTH

Legend:

Walls recommended for removal (floor to ceiling):



Walls recommended for removal (4 feet up from floor):



ATTACHMENT 3

Final Post Remediation Verification Inspection Report



July 19, 2018

Final Post Remediation Verification Inspection Report

Attn:

BELFOR Property Restoration
Jeff Gildner
3443 Durahart Street
Riverside, CA 92507
Tel. (951) 201-8908
Fax (714) 632-7688

Subject Property:

Banning Police Station
125 East Ramsey Street
Banning, CA 92220
JOB # 1119-02325

INTRODUCTION

This report presents the analytical results and assessment of the post abatement/remediation non-viable mycological testing performed on the subject property listed above by ENVIROCHECK, INC., and recommendations for the most efficient remediation strategies if necessary. The sampling methods and remediation recommendations are based in part to the American Industrial Hygiene Association *Field Guide for the Determination of Biological Contaminants in Environmental Samples*, the American Conference of Governmental Industrial Hygienists handbook on *Bioaerosols Assessment and Control*, the *Institute of Inspection, Cleaning, and Restoration Certification (IICRC) Standard and Reference Guide for Professional Mold Remediation S520*, the *Indoor Environmental Standards Organization (IESO) Standards of Practice for the Assessment of Indoor Environmental Quality, Volume 1: Mold Sampling; Assessment of Mold Contamination (2002)*, and *EPA Recommendations of Mold Remediation in Schools and Commercial Buildings*. *Please read entire report prior to initiating any action.

BACKGROUND INFORMATION

ENVIROCHECK, INC. performed a previous post remediation verification inspection of the affected areas at the above subject property after mycological presence was identified and abatement efforts were carried out for remediation. The evaluation assessment and laboratory results from the samples that were collected indicated that the prior remediation attempt did not “pass” in the southwest corner of the Gym and Storage Room 105. Additional recommendations were provided in an attempt to achieve a “passing” post remediation verification and validation. On July 16, 2018 ENVIROCHECK,

INC. was requested to return and conduct a final post remediation verification inspection to provide post abatement validation for further restoration and/or abatement activities.

SAMPLING METHODS

NON-VIABLE AIR SAMPLES (Total Airborne Fungal Spore Counts)

Air sampling generally indicates the total (e.g. living and dead) fungal spores that are present in the ambient air in a referenced room or area. Air sampling is also used to reveal information concerning airborne spore diffusion, total airborne spore counts, and/or if cross contamination of fungal spores is occurring between two separate areas. The collection of air samples is attained, in accordance with the commonly accepted protocol published by the AIHA (American Industrial Hygiene Association), by connecting spore trap cassettes, e.g. Zefon Analytical Accessories Air-O-Cells, M2 Multi-Mold cassettes, etc. to a high volume pump, which draws in approximately 75-150 (e.g. five minutes or ten minutes) total liters of air. The cassettes are submitted to an appropriate laboratory for analysis, which includes total and individual fungal enumeration of spores, quantitation, and genus identification where possible. Also included, total number of pollen grains and visual quantitation of particulate matter. Results are presented in spores per cubic meter.

INVESTIGATION

- On July 16, 2018, ENVIROCHECK, INC., as contracted by BELFOR Property Restoration, performed an on-site post remediation verification inspection on the property of the Banning Police Station located at the subject property listed above.
- At the time of the investigation, a proper containment regulating the remediated work areas of the southwest corner of the Gym and Storage Room 105 was appropriately employed with a zipper entry for access. Air filtration devices were also operating on-site, set in scrub mode, 2 were located inside the containment and 3 were located outside of the containment. The appropriate critical barriers were properly sealed.
- The containment was vacant of any associated contents at the time of the inspection.
- The moisture contents of the accessible building materials were measured with a Delmhorst BD-2100 Moisture Meter and the approximate readings are presented in Table 1 below. The BD-2100 Moisture Meter has three different moisture content scales for measurement; wood, gypsum (or drywall), and relative (plaster/concrete). According to the manufacturer specifications, the following numerical ranges are provided as a general guideline towards interpreting the measured values. *Moisture content values that may be of concern are bolded in Table 1 below.*

| Substrate | Relatively Dry, Normal | Moist or Damp | Excessive Moisture, Wet |
|------------------|-------------------------------|----------------------|--------------------------------|
| Wood | 6% - 15% | 15% - 17% | > 17% |
| Gypsum/Drywall | 0.0% - 0.5% | 0.5% - 1.0% | > 1.0% |
| Plaster/Concrete | 0.0% - 85% | 85% - 95% | > 95% |

Table 1.

| <u>Location</u> | <u>Substrate</u> | <u>Moisture Content (%)</u> |
|-------------------------|------------------|-----------------------------|
| Gym | | |
| -Walls | Drywall | 0.0-0.2 |
| -Exposed Studs | Wood | 7.1-8.2 |
| -Exposed Sill Plates | Wood | 9.1-12.1 |
| Storage Room 105 | | |
| -Exposed Studs | Wood | 8.0-9.4 |
| -Exposed Sill Plates | Wood | 8.0-13.9 |

- Preliminary measurements of relative humidity (RH) and temperature were also collected from the inspected areas. Measurements were obtained using a TRACEABLE Humidity / Temperature Pen Thermal Hygrometer. According to the ASHRAE (American Society of Heating, Refrigeration, and Air Conditioning Engineers) Standard 62-2001, *Ventilation for Acceptable Indoor Air Quality*, "Relative humidity in habitable spaces preferably should be maintained between 30% and 60% relative humidity..." The approximate measurements are presented below in Table 2.

Table 2.

| <u>Location</u> | <u>Relative Humidity (RH)</u> | <u>Temperature</u> |
|----------------------------------|-------------------------------|--------------------|
| | <u>%</u> | <u>F °</u> |
| Containment (Inside Containment) | 43.8 | 80.2 |
| Gym (Outside Containment) | 43.6 | 75.9 |
| Outdoors | 37.8 | 79.8 |

VISUAL OBSERVATIONS:

- **Gym:** No additional removal of structural materials or components were observed.
- **Storage Room 105:** No additional removal of structural materials or components were observed.

VISUAL EVALUATION:

- Upon visual inspection, the exposed wood members and associated building materials behind the discarded walls of the work areas appeared to be thoroughly cleaned and scrubbed. There was no obvious visible suspect mold growth present on the wood members. Black staining was observed on the exposed wood members around the nail holes but did not appear to be associated with fungal presence. No distinct musty odors were detected. All work areas appeared to be completely vacuumed, as dust and debris was not observed on the floors and/or horizontal surfaces.

SAMPLE COLLECTION:

- Non-viable air sampling was conducted inside the work area containment from the Containment, outside of the containment in the Gym, Gym – Above Ceiling Grid (Controls 1 & 2), and outdoors. The outdoor control samples were used as a background negative control for comparative analysis.

(No obvious adverse weather or outdoor conditions were noted at the time of the inspection.)

PRINCIPAL FINDINGS

(SEE ATTACHED LABORATORY RESULTS FOR EXACT LEVELS AND GENUS)

POST REMEDIATION VERIFICATION RESULTS

- **The work areas consisting of the southwest corner of the Gym and Storage Room 105 have “PASSED” the post remediation verification relating to the original reported water loss and previously identified mycological presence.**

(Note: This post remediation verification excludes all other locations within or outside of the subject property that are not listed above.)

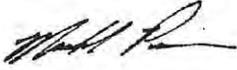
RECOMMENDATIONS

- The building owner should sustain a routine schedule of maintenance for the air handling system, HVAC system, furnace, or etc. including but not limited to the cleaning of the air ducts and the replacing of air filters. Appropriate cleaning of the HVAC system should be performed in accordance with the National Air Duct Cleaners Association’s (NADCA) *ACR 2006 Standard: Assessment, Cleaning, and Restoration of HVAC Systems*.
- ENVIROCHECK, INC. recommends a six-month (6) re-inspection or sooner if visible mold appears, water intrusion reoccurs, or irregular health symptoms that can be associated to mold or fungi exposure surface or worsen.

LIMITATIONS

The findings set forth in this assessment are strictly limited to the time, date and scope of the verification. Regulatory standards for microbial presence do not currently exist and therefore the results and conclusions of this investigation are based on analytical testing, field observations, and in reference to the American Industrial Hygiene Association *Field Guide for the Determination of Biological Contaminants in Environmental Samples*, the American Conference of Governmental Industrial Hygienists handbook on *Bioaerosols Assessment and Control*, the *Institute of Inspection, Cleaning, and Restoration Certification (IICRC) Standard and Reference Guide for Professional Mold Remediation S520*, the *Indoor Environmental Standards Organization (IESO) Standards of Practice for the Assessment of Indoor Environmental Quality, Volume 1: Mold Sampling; Assessment of Mold Contamination (2002)*, and *EPA Recommendations of Mold Remediation in Schools and Commercial Buildings*, and not on any procedures beyond the scope of the agreed upon work. The term “passed” does not imply that all fungal spores or fungal residue have been completely removed. According to EPA recommendations, complete sterilization is not only virtually unobtainable, it is even undesirable. The term “passed” implies that the fungal spore levels detected inside the containment are roughly similar or lower to the fungal spore levels found outdoors. ENVIROCHECK, INC. does not guarantee that all fungi will be removed or that re-growth will not occur. Mold and Fungi are naturally occurring in all environments and there are no published regulations regarding the exposure, removal, or assessment of fungi.

It should be fully understood that this post remediation verification and inspection is limited to the sampled areas of the subject property and/or areas that are related to the original and/or reported water loss only. Due to its dynamic nature, mold and fungi growth and/or amplification can be present in hidden and/or unknown areas within the subject property. Unless all past and/or present water intrusion/incursion incidents throughout the history of the subject property and/or any conditions that may contribute to mold growth/amplification be disclosed to ENVIROCHECK, INC. it would be impossible to identify or detect these areas. ENVIROCHECK, INC. cannot be held responsible if the client, current property owner, and/or future property owner(s) discover such areas. This investigation/assessment and sampling protocol specifically excludes the identification and detection of wood decay type fungi, including but not limited to *Poria incrassata*, due to the unpredictable nature and general lack of spore production that would be typically detected in environmental fungal samples.

SIGNATURE PAGE


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 Applied Microbial Remediation Technician IICRC #75271
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 Certified Lead-Related Inspector/Assessor & Project Monitor, CDPH #20591

Reviewed by:



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 Senior Industrial Hygienist
 Certified Hazardous Material Manager (CHMM) 17420
 Certified Microbial Consultant, (CMC), American Council for Accredited Certification (ACAC)
 Certified Indoor Environmentalist (CIEC) #01676, American Council for Accredited Certification (ACAC)
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 Certified Water Damage Restoration Technician, IICRC # 72811

ATTACHMENT 4

Pictures



Figure 1: View from inside utility room. Picture taken on June 20, 2018.



Figure 2: View from inside utility room. Picture taken on June 20, 2018.

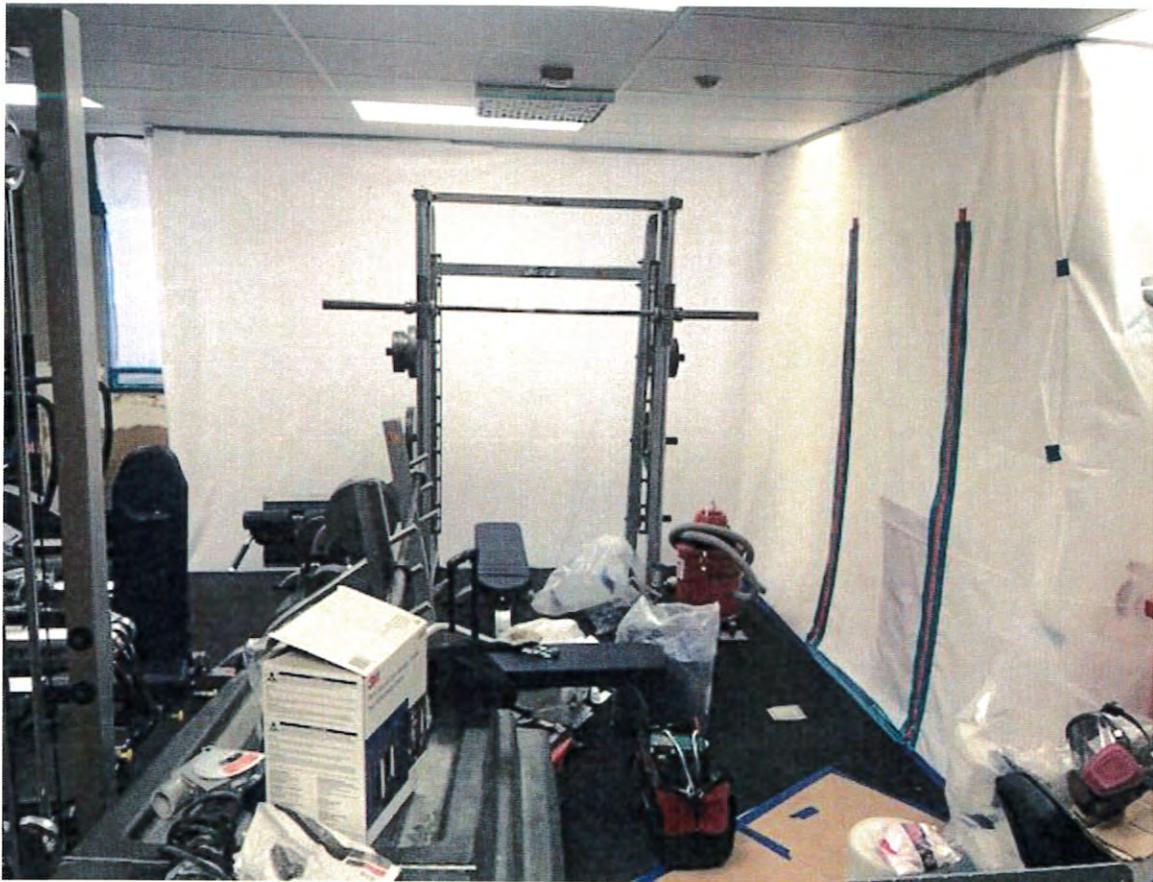


Figure 3: View from gym room. Utility room located on other side of plastic sheets



Figure 4: View from gym room. Utility room located on other side of plastic sheets.



Figure 5: View from utility room during abatement process.



Figure 6: View from utility room. Water heater and affected drywall have been removed.

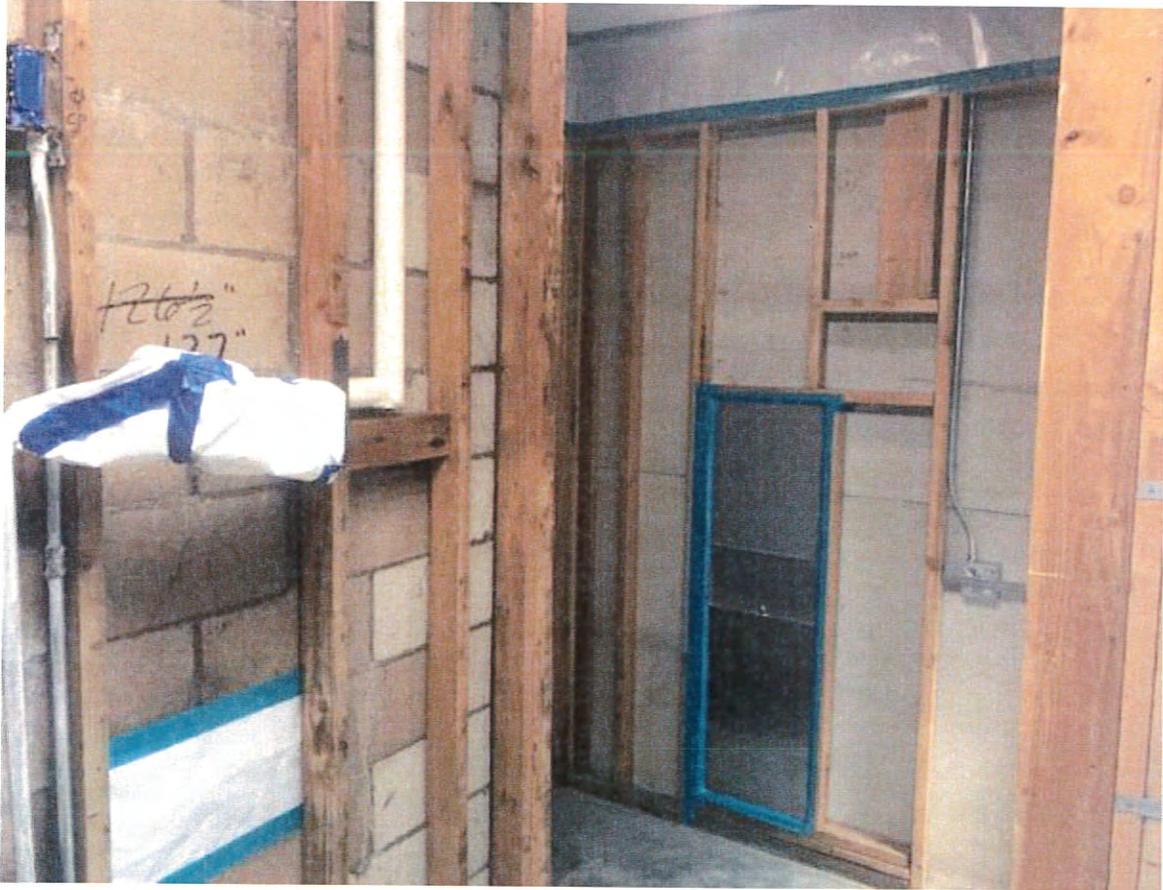


Figure 7: View from utility room. Affected drywall has been removed.



**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: October 9, 2018

SUBJECT: Resolution 2018-124, Awarding a Construction Agreement to Allison Mechanical, Inc. for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" in the amount of \$162,000 and Approving a 10% Contingency for a Total Project Budget of \$178,200 and Rejecting All Other Bids

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2018-124:

1. Approving an award of a Construction Agreement to Allison Mechanical, Inc. of Redlands, CA for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" in an amount of \$162,000 and a 10% contingency for a total project budget of \$178,200 and rejecting all other bids.
2. Authorizing the Interim City Manager or her designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. 2018-05, City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements within the 10% contingency.
3. Authorizing the Interim City Manager or her designee to execute the Construction Agreement with Allison Mechanical, Inc. for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements".

BACKGROUND:

On January 13, 2017, the Departments of Public Works and Purchasing released and Request for Proposals (RFP) requesting proposals from qualified professional mechanical engineering firms for an assessment of the existing HVAC system, improvement recommendations and preparation of plans, specifications and estimates for the suggested improvements to the City Hall system. Leading up to the release of this RFP, multiple HVAC contractors were called for repairs to the system which resulted in an understanding that the units were in acceptable condition and that the majority of the problems existed from the 20+ year old control systems (thermostats, dampers, etc.).

Following the RFP release, an agreement was awarded to the lowest qualified firm, Design West Engineering (“Design West”), in the amount of \$24,500. In addition to assessing the HVAC system at City Hall, this agreement also required an assessment of the Police Department System. As it relates to the City Hall building, Design West provided comprehensive engineering HVAC design services which included the development of all necessary bidding documents including plans, specifications and estimates (PS&E) to be used for the construction of the improvements.

Upon completion of Design West’s assessment and development of PS&E, on August 24, 2018 and August 31, 2018, Public Works and Purchasing staff released a request for bids for Project No. 2018-05, City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements” in the Press Enterprise. Additionally, bid documents were released through the PlanetBids program notifying qualified firms of the opportunity. Direct solicitations were sent to twenty-seven (27) firms through the PlanetBids program.

The scope of work includes furnishing labor and materials for the demolition of selected existing controls and ductwork; installation of an upgraded variable volume and temperature (VVT) and ductwork; testing, adjusting and balancing of the system; installation of upgraded controls; electrical; and general construction. The engineer’s project estimate was \$192,806.76. The deadline to submit a bid was September 21, 2018 and in response to the solicitation, the City received the following two (2) bids:

| <u>Companies</u> | <u>Base Bid</u> |
|---------------------------------------|------------------------|
| 1.) Allison Mechanical, Inc. | \$162,000 |
| 2.) Los Angeles Air Conditioning Inc. | \$217,233 |

Upon review, it has been determined that the lowest responsive and most responsible bidder is Allison Mechanical, Inc. of Redlands, California. As a result, staff respectfully requests that the Construction Agreement be awarded to Allison Mechanical, Inc. in the amount of \$162,000. A copy of the bid schedule for Allison Mechanical, Inc. is attached

hereto. It is anticipated that the project will be completed within twenty-five (25) business days of the issuance of the notice to proceed.

JUSTIFICATION: Multiple HVAC contractors have made service calls over the past several years which have resulted in an understanding that the HVAC units were in acceptable condition and that the majority of the problems existed from the 20+ year old control systems (thermostats, dampers, etc.).

Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" will provide for an upgraded control system.

The repair of the City Hall HVAC system and controls was approved under the Capital Improvement Project plan and project bids were obtained through a competitive bidding process as required by the City's Purchasing Policy.

Allison Mechanical, Inc. of Redlands, California has been deemed the lowest responsive and responsible bidder to respond to the City's Notice Inviting to Bid.

FISCAL IMPACT: The agreement with Allison Mechanical, Inc. for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" amounts to \$162,000 and with a 10% contingency, the total project budget amounts to \$178,200. This project is identified on the Capital Improvement Project List and project funding is available in the General Facilities Fund 430, Account No. 430-2900-441.90-15 (Capital Expenditures/Building Improvements) in the amount of \$200,000.

ALTERNATIVE:

Reject Resolution 2018-124 and provide direction to staff.

ATTACHMENTS:

1. Resolution 2018-124
2. Publication Notice
3. Bidder Notification List

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-124

RESOLUTION 2018-124

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION AGREEMENT TO ALLISON MECHANICAL, INC. FOR PROJECT NO. 2018-05, "CITY HALL HEATING, VENTILATION AND AIR CONDITIONING (HVAC) IMPROVEMENTS" IN THE AMOUNT OF \$162,000 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF \$178,200 AND REJECTING ALL OTHER BIDS

WHEREAS, the repair of the City Hall HVAC system and controls was approved under the Capital Improvement Project plan; and

WHEREAS, on August 24, 2018 and August 31, 2018 the Public Works and Purchasing Departments advertised a Notice Inviting Bids from qualified contractors for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements"; and

WHEREAS, bid documents were released through the PlanetBids program notifying qualified firms of the opportunity and twenty-seven (27) firms were sent direct solicitations through the PlanetBids program; and

WHEREAS, the scope of work for the project includes furnishing labor and materials for the demolition of selected existing controls and ductwork; installation of an upgraded variable volume and temperature (VVT) and ductwork; testing, adjusting and balancing of the system; controls; electrical; and general construction; and

WHEREAS, two (2) bids were received with the lowest responsive bid being Allison Mechanical, Inc. of Redlands, CA; and

WHEREAS, the Construction Agreement for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements"; is awarded to Allison Mechanical, Inc. in the amount of \$162,000 with a 10% contingency in the amount of \$16,200 for a total project amount of \$178,200; and

WHEREAS, the Construction Agreement with Allison Mechanical, Inc. will be funded by the General Facilities Fund, Account No. 430-2900-441.90-15 (Capital Expenditures/Building Improvements).

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

SECTION 1. The Banning City Council adopts Resolution 2018-124 approving an award of a Construction Agreement to Allison Mechanical, Inc. of Redlands, CA for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" in an

amount of \$162,000 and a 10% contingency for a total project budget of \$178,200 and rejecting all other bids.

SECTION 2. The Interim City Manager or her designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" and to approve change orders within the 10% contingency.

SECTION 3. The Interim City Manager or her designee is authorized to execute the Construction Agreement with Allison Mechanical, Inc. of Redlands, CA for Project No. 2018-05, "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements".

PASSED, APPROVED AND ADOPTED this 9th day of October, 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 2018-124, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Public Notice

City of Banning

Invitation for Bids for City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements

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 City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements, on or before the hour of 11:30 a.m. on 9/21/18. 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.

QUESTIONS REGARDING PROPOSAL: Any questions pertaining to this Request for Proposal shall be submitted through PlanetBids. Deadline for submittal of bid Request for Information (RFIs) is September 11, 2018 by 10:00 p.m. local time.

REQUIREMENTS: Prevailing Wage, Certified Payroll, Bid Bond, Payment and Performance Bond. The successful bidder shall meet all insurance requirements of the City, including \$1,000,000 per occurrence for General, Automobile, Professional, and Employer's Liability. Insurance shall name the City of Banning as additional insured. No bid will be considered unless it is made on a proposal form furnished by the City. Each bid must be accompanied by cash, a certified or cashier's check, or bidders bond of the prescribed form and made payable to the City of Banning for an amount equal to ten (10%) of the total bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to furnish the required bonds and enter into a contract with the City within the period of time provided by the proposal requirements.

PRE-BID MEETING: September 4, 2018 @ 10:30 a.m. at 769 N. San Geronio Avenue, Banning, CA to discuss the Description of Work. Site walkthrough will immediately follow. Attendance of the pre-bid meeting is not mandatory.

SEALED BIDS DUE: September 21, 2018 and Opened Publicly online only by 11:30 a.m.

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

If you have additional questions, please contact Jorge Uribe, via online bid system.

City of Banning
99 E. Ramsey St.

P.O. Box 998

City Clerk's Office

Banning, CA 92220-0998

Phone: 951-922-3129

Fax: 951-922-3165

CITY OF BANNING, CALIFORNIA

Dated: 8/24/18 and 8/31/18

/s/ Jorge Uribe, Buyer

ATTACHMENT 3

Perspective Bidder Notification List

Vendor Notifications

500 external vendors notified through BidBroadcast

27 City of Banning vendors notified

Notified Vendors on August 24, 2018

Using Criteria Category:

- 031003 - AIR CONDITIONING & HEATNG: AC: COMMERCIAL & PARTS
- 031004 - AIR CONDITIONING & HEATNG: AC: CONTROLLED ENVIRNMENT
- 031006 - AIR CONDITIONING & HEATNG: AC & HTNG: CENTRAL UNITS
- 031020 - AIR CONDITIONING & HEATNG: COMPRESSORS AC: WINDOW
- 031021 - AIR CONDITIONING & HEATNG: COMPRESSORS,AC:INDUSTRIAL
- 031025 - AIR CONDITIONING & HEATNG: CONTROL:LIMIT SWITCH,RELY
- 031030 - AIR CONDITIONING & HEATNG: DEHUMIDIFIER & HUMIDIFIER
- 031033 - AIR CONDITIONING & HEATNG: DUCT, FAB
- 031087 - AIR CONDITIONING & HEATNG: TESTING & RECRD INSTRUMNT
- 031089 - AIR CONDITIONING & HEATNG: THERMOMETERS & GUAGES
- 031091 - AIR CONDITIONING & HEATNG: UNIT HEATERS, ELECTRIC
- 280050 - ELECTRIC CONDUCTOR: HEATING CABLES & WIRES
- 910036 - BUILDING MAINTENANCE/REPR: HEATING AND AC SERVICES
- 925046 - EQUIPMENT MAINT & REPAIR: HEATING UNITS

A-1 Air Conditioning, Heating & Service
 (580750)
 310 S Twin Oaks Valley Rd
 #107-374
 San Marcos, CA 92078
 United States

Contact: scott weiler
Phone: 760-975-7377
Fax:
Email: scottw@a-1airinc.com

DGS,CABE,CADIR

A/C Control Inc. (597776)
 2355 Westwood Blvd.
 Los ANgeles, CA 90064
 United States

Contact: Babak Firoozi
Phone: 310-909-4814
Fax:
Email: service@ac-control.com

Able Heating & Air Conditioning
 (593032)
 1020 Colorado Ave
 Chula Vista, CA 91911
 United States

Contact: Tori Davis
Phone: 619-409-9100
Fax:
Email: tdavis@ableac.net

ACCO Engineered Systems (527501)
 9800 Indiana Ave.
 Suite 6
 Riverside, CA 92503
 United States

Contact: Eric Rose
Phone: 909-376-1354
Fax:
Email: erose@accoservice.com

Air Temperature Specialists (560851)
 26820 Adams Ave,
 Suite 100
 Murrieta, CA 92562
 United States

Contact: robert peterson
Phone: 951-894-6830
Fax:
Email: robert@airtempsocal.com

Airtronix Inc. (592044)
 6 Foxglove
 Irvine, CA 92612
 United States

Contact: Luca Nastrini
Phone: 949-331-5822 ext. 1
Fax:
Email: luca@airtronixinc.com

CABE,CADIR

American Air Service, Inc. (545389)
 42200 Death Valley Rd.
 Banning, CA 92220
 United States

Contact: Jason Pippenger
Phone: 951-849-2945
Fax:
Email: advancedbuilders2@yahoo.com

Arrowhead Mechanical. Inc. (527568)
 209 N. Waterman Ave.
 San Bernardino, CA 92408
 United States

Contact: Robert Gastel
Phone: 909-884-0174
Fax: 909-884-4849
Email: arrowheadm@aol.com

DGS,CADIR

b&h international (598173)
 4600 Ashe Road
 Bakersfield, CA 93313
 United States

Contact: Tasneem Katabji
Phone: 661-832-3181
Fax:
Email: tasneem@bhinternational.biz

Vendor Notifications

Be Cool, Inc. (598579)
68120 Alva Court
Cathedral City, CA 92234
United States

Contact: Katie Fleig
Phone: 760-327-2501
Fax: 760-462-3091
Email: kfleig@deserttech.cool

CBS (567495)
6265 Highway 9
Felton, CA 95018
United States

Contact: Sherri Schweickert
Phone: 888-786-9450
Fax: 209-772-3573
Email: sherri@constructionbidsource.com

Climatec, LLC (598119)
2150 S. Towne Centre Place
Suite 200
Anaheim, CA 92806
United States

Contact: Albert Vaca
Phone: 949-474-0955
Fax: 949-474-0956
Email: irvbiddesk@climatec.com

CONSTRUCTION BIDBOARD (567454)
11622 EL CAMINO REAL
SUITE 100
SAN DIEGO, CA 92130
United States

Contact: N RIVERS
Phone: 800-479-5314
Fax: 619-688-0585
Email: PLANROOM@EBIDBOARD.COM

Couts Heating & Cooling, Inc. (527867)
1693 Rimpau Avenue
Corona, CA 92881
United States

Contact: Bill Kroman
Phone: 951-278-5560 ext. 139
Fax: 951-278-5570
Email: kroman@couts.com

CABE,CADIR

F.M. Thomas Air Conditioning (597995)
231 Gemini Ave
Brea, CA 92821
United States

Contact: Michael Feyka
Phone: 714-738-1062
Fax: 714-738-0886
Email: mfeyka@fmthomas.com

DGS,CABE,CADIR,
WBE

Manley's Boiler, Inc. (581567)
7931 Whitaker Street
Buena Park, CA 90621
United States

Contact: Ellen J Manley
Phone: 562-427-3144
Fax: 562-424-8626
Email: brian@manleysboiler.com

DGS,CADIR

NBS (597778)
1717 E. Orangewood Avenue
Orange, CA 92867
United States

Contact: Teresa
Phone: 714-524-8255
Fax:
Email: nationalbuilderservices@yahoo.com

PACIFIC WEST INDUSTRIES (597761)
4051 E LA PALMA AVE STE A
ANAHEIM, CA 92807
United States

Contact: ROBYN MARQUARDT
Phone: 866-328-2129
Fax:
Email: ROBYN@PACWESTAC.COM

Proterra Builders, Inc. (583871)
10675 E Avenue
Suite 1
Hesperia, CA 92345
United States

Contact: Steven Richardson
Phone: 760-244-7749
Fax: 760-244-1419
Email: steven.richardson@proterrabuilders.com

DGS,DVBE,CADIR

Redlands Plumbing Heating & Air Conditioning (530308)
1670 Sessums Drive
Redlands, CA 92374
United States

Contact: Tyler Miner
Phone: 909-793-8461
Fax:
Email: tminer@plumbingandair.com

DGS,CADIR

RJ AIR CONDITIONING SERVICES INC (592047)
1035 N ARMANDO ST
SUITE T
ANAHEIM, CA 92805
United States

Contact: RICHARD AVEROS
Phone: 657-230-9071
Fax:
Email: rjairconditioninginc@gmail.com

Sandwood Enterprises Inc. (569288)
2424 N Batavia St.
Orange, CA 92865
United States

Contact: Jason E. Vos
Phone: 714-637-2000
Fax: 714-637-5378
Email: jason@swentinc.com

CADIR

Vendor Notifications

Schneider Electric (594175)
3030 Saturn Street
Brea, CA 92821
United States

Contact: Patrick Bailey
Phone: 714-831-7842
Fax:
Email: patrick.bailey@schneider-
electric.com
CABE,CADIR

Supreme Air Duct Svc (546057)
29880 corte cruzada
menifee, CA 92584
United States

Contact: kevin sainez
Phone: 888-784-0746
Fax: 888-202-4678
Email: supremeairduct@gmail.com

The BMR Group of Companies, Inc.
(547513)
7111 Indiana Ave.
Suite 300
Riverside, CA 92504
United States

Contact: William Nicholson
Phone: 800-801-0203 ext. 2
Fax: 951-258-0358
Email: bill@smartone.us
DGS

Total-Western, Inc. (541034)
8049 Somerset Blvd.
Paramount, CA 90723
United States

Contact: Mike Setting
Phone: 562-220-1450
Fax:
Email: Mike.setting@twimail.com
CABE,CADIR

Weatherite Corporation (598105)
21211 Commerce Pointe Dr
Walnut, CA 91789
United States

Contact: Kathleen Beckley
Phone: 909-598-8900
Fax:
Email: kathleen@weatherite.com

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

PREPARED BY: Tom Miller, Electric Utility Director

MEETING DATE: October 9, 2018

SUBJECT: Resolution 2018-129 Phase 2 – Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI)

RECOMMENDED ACTION:

Adopt City Resolution Number 2018-129:

- Approving the expenditure of funds from the Electric Improvement Fund in the amount not to exceed \$450,000 for network infrastructure equipment, Itron Professional Services, Cloud Services provided by Itron, and annual maintenance support as set forth in Itron Pricing Summary BMR#15360-18.
- Authorize the city attorney and the Banning Electric Utility director to negotiate a final form of Master Sales Agreement and all related documents between the City, of behalf of Banning Electric Utility, and Itron, Inc.

GOAL STATEMENT:

The primary purpose of installing automated meter readers was to gather detailed users' consumption data in order to develop and design rates for all classes of service. While this goal has been partially realized, adding the metering communication infrastructure will maximize the features and benefits provided by automated meter reading.

COMMITTEE RECOMMENDATION: None.

BACKGROUND:

In June of 2016, City staff presented, discussed, and the City Council adopted, Resolution 2016-29 authorizing software modifications and the purchasing of meters and lock rings for implementation of a "Smart Grid Project." The staff report provided background and justification for the automated meter reading Project, including improved customer service, real-time data, rate design and development, theft and outage detection, and remote connection and disconnection of electrical energy services.

To date, most of the original meters have been replaced, except for those in a few difficult residential locations and in approximately 400 commercial account locations. City field service representatives read the meters with a hand-held radio customized to transfer data to the City's Customer Information System. The hand-held radio is capable of connecting and disconnecting a meter when in proximity of a specific meter.

The City received the commercial/industrial three-phase meters in late May 2018, and staff have been replacing the meters in conjunction with customers' billing cycles for ease of billing. Should the AMI phase be approved, the remaining meters will be replaced to coincide with the testing of the communications infrastructure for full deployment of both automated meter reading and advanced metering communications.

JUSTIFICATION:

- Follow-through: finishing the objective of building a two-way metering communication system that provides operational efficiencies
- Meter reading efficiency: using all the features of the technology for the benefit of the system
- System engineering: efficient distribution system design and cost effective investment
- System operations: effective operation of the distribution system and outage management

FISCAL IMPACT:

The cost of the advanced metering infrastructure will be approximately \$400,000, in addition to the original expenditure for buying new meters, meter seal rings, and labor for exchanging meters at our customer locations. (Resolution 2016-29 for \$2,350,000.) The funds will be drawn from the Electric Improvement Fund.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2018-129
2. Propagation Study and CRG Sites
3. Pricing Summary (Itron BMR#15360-18
4. Statement of Work, "Openway AMI Implementation"
5. Master Sales Agreement

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-129

RESOLUTION 2018-129

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF ADVANCED METERING INFRASTRUCTURE FROM ITRON, INC., IN AN AMOUNT NOT TO EXCEED \$450,000, AND APPROVING EXECUTION OF A MASTER SALES AGREEMENT FOR EQUIPMENT, PROFESSIONAL SERVICES, COMPUTER SERVICES AND ANNUAL MAINTENANCE AND SUPPORT.

WHEREAS, the City of Banning (City) owns and operates an electric utility known as the Banning Electric Utility (Utility); and,

WHEREAS, the purpose of the Utility is to provide electric power generation and electrical energy procurement, transmission and delivery of electrical energy, retail electrical energy distribution, metering, customer billing and energy efficiency services; and,

WHEREAS, the features and benefits of automated meter reading, including the provision of improved customer service, real-time data, rate development and design, theft and outage detection, remote connect and disconnect operations, and other system operations and activities; and,

WHEREAS, on June 28, 2016, the City Council adopted Resolution 2016-29 authorizing the expenditure of \$2,350,000 for required software modifications and purchase of smart meters and locking rings related to the smart grid project; and,

WHEREAS, the City purchased Itron's *Centron* meters (aka *Bridge meter*) which included proprietary digital communications capabilities known as *Zigbee*, in order to access the *OpenWay* software environment provided in the form of cloud based services; and,

WHEREAS, the Utility wants to complete the development of the smart grid project by procuring the advanced meter infrastructure, related software, and cloud based services provided by Itron, Inc.

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

SECTION 1. The City Council hereby adopts this Resolution 2018-129 and approves and authorizes the expenditure of an amount not to exceed \$450,000 for the purchase of network infrastructure equipment, Itron Professional services, cloud based services, and annual maintenance support, as set forth in Itron Pricing Summary BMR#15360-18.

SECTION 2. The City Council finds that the procurement authorized by this Resolution is consistent and complies with the requirements of the City's purchasing regulations set forth in Chapter 3.24 of the Banning Municipal Code.

SECTION 3. The City Council authorizes the city attorney and Utility director to negotiate and execute a master sales agreement in an amount not exceeding the amount

set forth in Section 1, above, between the City, on behalf of the Banning Electric Utility, and Itron, Inc. This authorization includes execution of all related documentation necessary to implement, operate, and maintain the automated meter reading system with advanced metering infrastructure, as described in this Resolution.

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

George Moyer, Mayor
City of Banning, California

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 2018-129, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of October, 2018 by the following vote, to wit:

AYES:

NOES:

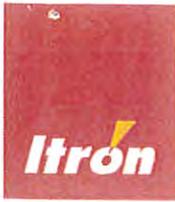
ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Propagation Study and CRG Sites



OpenWay® CENTRON®

Bridge Meter

The CENTRON Bridge meter is the bridge between Itron communication architectures that enable AMI and smart grid functionality. The meter's adaptability allows it to be incorporated alongside existing Itron electric meters with a mobile meter data collection system, delivering advanced metering benefits associated with remote service disconnects, demand metering (real-time resetting), net metering, time of use rates, and interval data for customer service and engineering.

When prudent for the utility, the CENTRON Bridge can easily migrate to a full smart grid solution, offering demand response and distribution automation benefits. With CENTRON Bridge's versatility and proven operational benefits, utilities can address current business challenges and see an immediate return on investment, all while readying for a full smart grid solution as the need develops. Enabled to leverage field assets across two different data collection solutions, a utility can protect and extend its original investment.

Featuring open-standards architecture, modular design for flexibility in communications, and extensive features and functionality, the CENTRON Bridge supports existing operational needs as well as the most demanding smart grid business requirements today and well into the future. The CENTRON Bridge is the first meter to offer compatibility between the OpenWay® network and Itron's ChoiceConnect™ mobile environment. This revolutionary capability is perfect for customers that require advanced metering functionality in a mobile environment today, with complete support for full smart grid functionality in the future.

What does the CENTRON Bridge offer in a mobile environment?

Utilities can deploy the new CENTRON Bridge alongside the existing meter population, reading all meters with the Itron mobile data collection system. This enables the utility to deploy the CENTRON Bridge on a schedule, whether through an annual meter maintenance program, a complete meter replacement or any other combination that suits the business case. With this flexibility, the utility sets the timetable according to its operational needs, capital management goals or strategic plans.

In addition, each CENTRON Bridge comes factory-equipped with a ZigBee® radio chip (Smart Energy Profile v1.1) to provide a built-in communications pathway into the home for data presentation, load control and demand response.

What does the CENTRON Bridge offer under the OpenWay environment?

While in OpenWay network mode, the meter is fully compliant with the ANSI C12.19 and C12.22 standards for storage and transport of register data. The CENTRON Bridge provides a secure and reliable open-standards approach to data collection and communications between the meter and network.

In addition, each CENTRON Bridge comes factory-equipped with a ZigBee® radio chip to provide a built-in communications pathway into the home for data presentation, load control and demand response. These features include full two-way communication, a load-limiting remote disconnect and reconnect switch, positive outage detection and restoration notification, voltage monitoring, automatic tamper and theft detection, as well as the ability to reprogram the meter remotely and upload new firmware via the network.

The CENTRON Bridge meter is the sensible choice for all your metering needs from mobile data collection to the smart grid.

CHOICECONNECT MOBILE MODE

Energy Values

- » Up to five energy registers (Max of 4 for Singlephase); kWh delivered, kWh received, kWh net, kWh unidirectional, VAh delivered, VAh received, Varh delivered, Varh received
- » Up to 2 demand values (1 for Singlephase) based on energy values; Max demand, cumulative demand, continuous cumulative demand with a remote reset. For Polyphase, a PF @ Peak Demand can also be returned
- » Two channels of 15-minute interval data with 40 days of data retention; intervals can be retrieved as 15 minute, hourly, daily or single historical read

Time of Use

- » Time of Use rates can be calculated in the meter and retrieved with your Field Collection System (FCS)
- » 25 Year calendar in the meter
 - Can be updated via FCS remotely
- » Seasons (1 to 8 per year)
- » Rates (1 to 4 per season)
- » Events (1 to 32 per season)
 - DST and Holidays

Disconnect/Reconnect service switch operation

- » The CENTRON Bridge (forms 1S, 2S, 12S, and 25S) is available with a 200 amp remote disconnect/reconnect switch that can be operated with your ChoiceConnect applications

Tamper Detection

- » Tamper indications are included in every communication received by the ChoiceConnect applications
- » Tamperers include: inversion, removal, reverse power flow and magnetic (Singlephase only)
- » SiteScan Diagnostics™ with OpenWay Tools

Other Features

- » Event Counters: Volt Hour Threshold Exceeded, RMS Threshold Exceeded, Outage, Demand Reset, Tamperers & Program Changes
- » Date and Time of last power outage
- » Number of Minutes Running on Battery
- » Firmware Versions
- » Configuration Information (Energy and Demand values)
- » Fatal & Non-Fatal errors
- » Ability to schedule a switch from ChoiceConnect to OpenWay mode
- » Ability to switch from OpenWay to ChoiceConnect mode
- » Time synchronization
- » ZigBee radio chip provides access to Consumer Engagement (CE) devices like in-home displays, smart thermostats and others

Security

- » ChoiceConnect security deploys end to end security from the mobile communications systems to the meter through authentication of two-way communications and encryption of meter data

ChoiceConnect Support

- » Approved Reading Devices for Collecting Reads with Basic Security
 - Handheld and Mobile Application Software SCM+ Only
 - MV-RS v8.4.1 or higher
 - Field Collection System (FCS) v2.3 or higher including FCS DC v2.3.10.1 and FCS DC v2.4.8.2
 - Mobile Collection Software v3.4 or higher
 - Field Deployment Manager (FDM) Work orders v3.3 or higher
 - Field Deployment Manager (FDM) Endpoint Tools Enhanced v3.2 or higher
 - Handhelds and Radios
 - FC300SR: All models along with application software listed above
 - Mobile Collectors
 - MC3 when used with Mobile Collection Software v3.4 and application software listed above.
 - DCU-5300-001, DCU-5300-011U, DCU-5300-101U, DCU-5300-111U
 - MCLite when used with application software listed above.
 - Only: DCU-5000-001, DCU-5000-002, DCU-5000-002U, DCU-5000-102U, DCU-5000-002DL, DCU-5310-201
- » Approved Reading Devices for Performing Advanced AMR Commands
 - Handheld and Mobile Application Software:
 - Field Collection System (FCS) v2.7 or higher
 - Mobile Collection Software v3.7 or higher
 - Itron Security Manager v3.0 or higher
 - Field Deployment Manager (FDM) FDM work orders v3.6 or higher
 - FDM Endpoint Tools Enhanced v3.6 or higher
 - Handhelds and Radios:
 - FC300SR: All models along with application software listed above.
 - Mobile Collectors:
 - MC3 when used with Mobile Collection Software v3.4 and application software listed above.
 - DCU-5300-001DL, DCU-5300-001DLU, DCU-5300-011DLU, DCU-5310-001, DCU-5310-011, DCU-5310-011U
 - MCLite when used with application software listed above.
 - DCU-5000-002DL, DCU-5310-201

SPECIFICATIONS

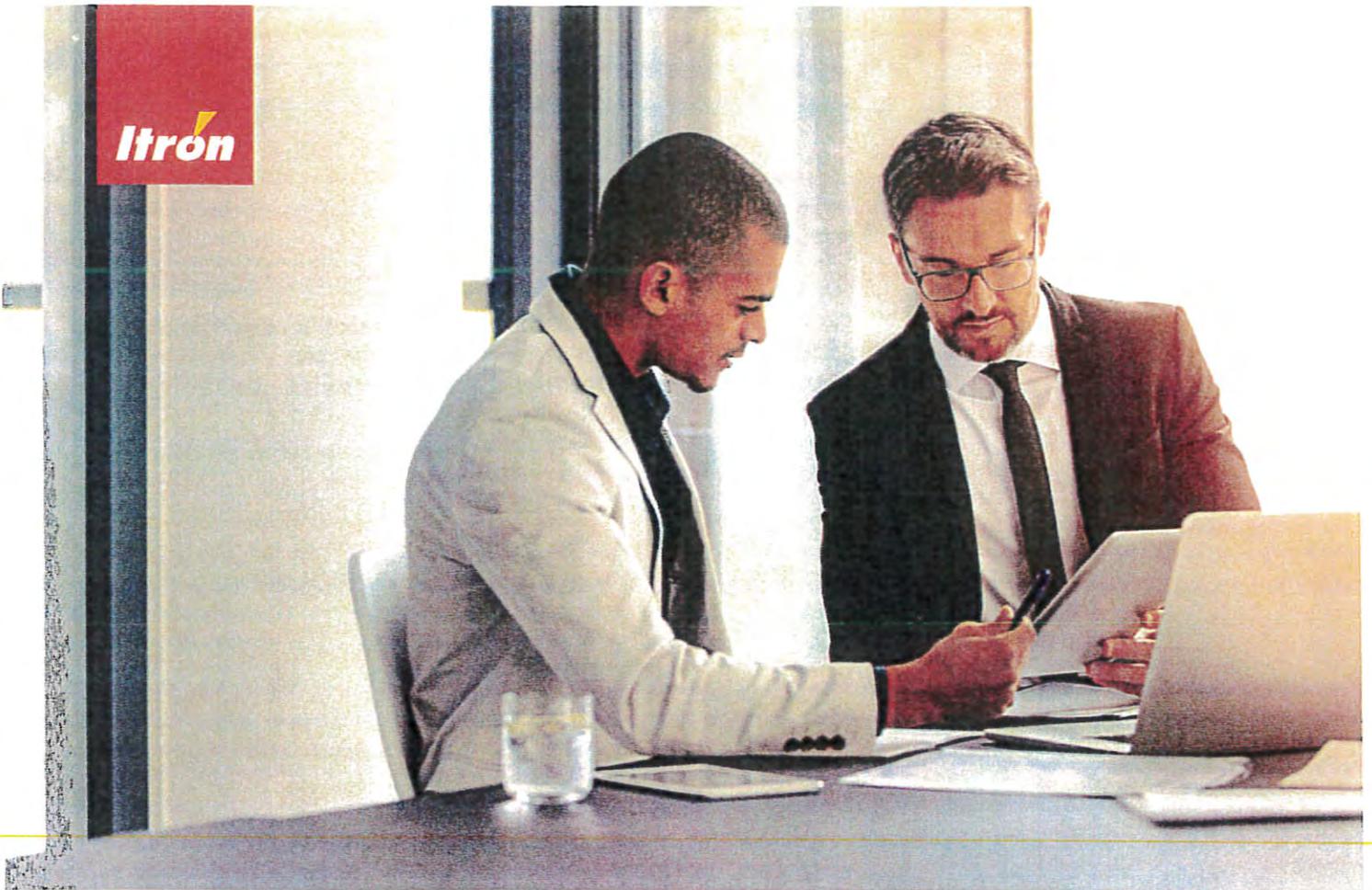
Technical Data

Meets applicable standards:

- » ANSI C12.1 - 2001 (American National Standard for Electric Meters - Code for Electricity Metering)
- » ANSI C12.18 - 1996 (American National Standard - Protocol Specification for ANSI Type 2 Optical Port)
- » ANSI C12.19 - 1997 (American National Standard - Utility Industry End Device Data Tables)
- » ANSI C12.20 - 2002 (American National Standard for Electricity Meters-0.2 and 0.5 Accuracy Classes)
- » ANSI C12.22 - (consult ANSI electricity metering protocol standards, balloted version)
- » ANSI/IEEE C62.45 - 1992 (Guide to Surge Testing on Low-Voltage AC Power Circuits)
- » IEC 61000-4-2
- » IEC 61000-4-4

Reference Information

- » OpenWay CENTRON Meter Specification Sheet
- » OpenWay CENTRON Polyphase Meter Specification Sheet
- » OpenWay CENTRON Meter Technical Reference Guide
- » Hardware Specification Form



Itron Total Outcomes for AMI

Itron Total Outcomes for AMI includes smart grid and AMI functionality for electric, gas and water endpoints. Each Itron Total Outcomes package contains core and optional components. At the core is Software as a Service (SaaS) and IT infrastructure management and monitoring. This package provides access to the relevant application(s) for utility operators to manage their Itron AMI system. With optional outcome services, Itron will actively manage the AMI system activities on the utility's behalf.

By monitoring systems and mitigating issues, Itron ensures successful AMI operations. Billing data, interval data and meter events are collected from all endpoints under the network on a daily basis and at the stated service level. Itron performs first-tier troubleshooting procedures for endpoint and network exceptions and, if issues arise, routes exceptions to on-site service teams for field investigation and problem resolution.

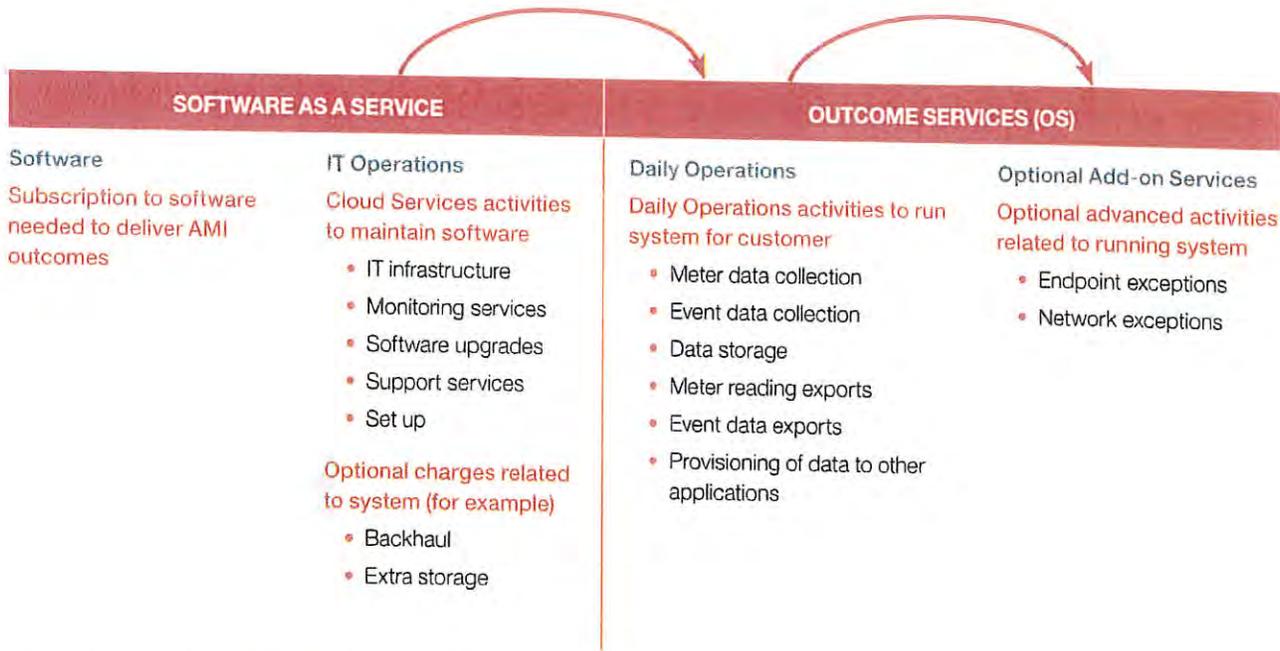


Figure 10-10: Comparison of Meter-to-Cash Software as a Service & Outcome Services

SOFTWARE AS A SERVICE

Itron Total Outcomes for AMI includes access to the OpenWay[®] Operations Center applications for data collection, network monitoring and security delivered through a through a SaaS deployment model. Customers may also purchase optional SaaS applications for performance reporting and Customer Service Representative (CSR) web portal access.

Components and Activities

Software subscription

- » Subscription or term license
- » Help desk support

Enterprise-level, scalable IT architecture

- » Managed IT environment
- » System setup
- » Application access via web client

System maintenance

- » Software upgrades
- » Database backups
- » Disaster recovery (optional)

System monitoring

- » IT network performance
- » Availability/up-time
- » Intrusion detection

Optional IT/operations charges

- » WAN backhaul charges
- » Cellular charges for cellular endpoints
- » Extra storage for 15-minute data
- » Extra storage for five-minute data

System service-level commitments

- » System availability

Standard Meter and Endpoint Configurations

Residential electric meters

- » One register channel: daily midnight reading
- » One kWh load profile channel: hourly readings
- » Voltage max, min, average: 15-minute readings
- » For net energy metered (NEM) customers only: One net kWh channel, hourly readings

Commercial electric meters

- » One register channel: daily midnight reading
- » Four load profile channels (ex. kWh d, kWh r, kVAh, etc.): 15-minute readings
- » Voltage max, min, average for all phases: 15-minute readings
- » One net kWh channel, as needed for NEM customers: 15-minute readings

Residential and commercial gas meters

- » Time-synced hourly interval consumption data
- » Time-synced meter events and alarms
- » Daily register read

Residential and commercial water meters

- » Time-synced hourly interval consumption data
- » Time-synced meter events and alarms (including customer leak alerts)
- » Daily register read
- » Remote disconnect valve configuration if disconnect valves are deployed

OUTCOME SERVICES (OPTIONAL)

If desired, the utility may also contract with Itron to provide daily operations and additional outcome services. These optional services can be added any time throughout the system deployment or afterward. Outcome Services include all of the above Software as a Service components and activities, plus:

Daily Operations

- » Meter data collection
- » Endpoint and network exception identification
- » Event data collection
- » Meter reading exports to billing
- » Event exports
- » Provisioning of data to other apps
- » CSR access via web client

Add-on Services

- » Endpoint exception mitigation
- » Field Area Network exception mitigation
- » Firmware upgrades

Operational Service Level Commitments and KPIs

- » Read rates
- » File delivery

DAILY OPERATIONAL ACTIVITIES

Data collection – Data collection from all metered endpoints on the network is done on a daily basis. Meter alarms (including outage events) are delivered in near real-time via file export.

Daily data collection schedule

- » For electric meters, interrogations are set up to run multiple times per day for all meters.
- » For gas and water meters, typical interrogations are configured to run multiple times per day for all meters. The interrogation schedule for battery-operated endpoints is configurable and will be determined during the design phase deployment. For gas meters, the solution can be configured to support Gas Day Take readings by 9:00am Central Time.
- » In addition, the optional CSR portal application provides an interface where operators can issue contingency read requests at any time.

Data Storage and Access – All meter reading data is stored online for 60 days to 13 months, depending on the size of the system. Additional years of storage can be included for an incremental fee.

Network Operations and Monitoring – Itron monitors the status of field network devices (Cisco Grid Routers) and performs first-tier troubleshooting procedures when issues arise. If the issue cannot be resolved, then Itron routes the issue to the utility for field investigation and problem resolution. An optional service may be purchased to have Itron investigate and resolve in the field (see "Outcome Services (Optional Add-on Charges)" section).

Network Firmware Updates – Itron will apply firmware updates to Cisco Grid Routers. Such updates will be coordinated and scheduled with utility approval.

Endpoint Monitoring – Itron monitors the status and communication to all endpoints. For non-communicating endpoints, communication retries are done automatically for up to three days (configurable) after which time a manual investigation is triggered. If the issue cannot be resolved with back-office troubleshooting procedures or if theft is apparent, then the issue is routed to the utility for field investigation and problem resolution. An optional service may be purchased to have Itron investigate and resolve issues in the field (see "Outcome Services (Optional Add-on Charges)" section).

Meter Reading Exports for Billing and On-request Readings
Meter reading data can be requested on-demand and/or exported to the utility for billing purposes once each day.

Export options

- » MultiSpeak web service request for register data
- » Itron AMI Billing Export – XML-based request/response interface. Utility system makes request for billing register data for accounts on given bill cycle.
- » Daily scheduled data export in XML format. This export can include the daily register reading and/or the hourly and 15-minute interval data for all channels set-up in the meter. Or, separate file exports can be set up for register readings and interval reading data.

The schedule for the daily data export in XML format is configurable, but by default is set to 8:00am, utility local time. Data is exported to the utility via a secure Virtual Private Network (VPN) connection (preferred) or via secure FTP to a file directory for use by the utility applications.

Meter Event and Alarm Processing

All meter alarms are exported from the system in near real-time after they are received from the AMI meters and network.

Integration options

- » Alarms and events are exported to the utility via a secure Virtual Private Network (VPN) connection (preferred) or secure FTP to a file directory for use by the utility and other utility applications (e.g. outage management). Such data is provided in Itron Alarms and Events via XML format.
- » Utility subscribes to the MultiSpeak meter alarms web service API
- » Meter/endpoint events are delivered after the daily data collection process is completed

AMI Operator Access to Itron CSR Portal Application

With Itron managing daily operations of the AMI system, the utility customer service representatives will have access to the data collected via the CSR portal web application.

- » View and report on endpoint energy and water consumption and alarms and events
- » Search by various customer attributes
- » Execute remote connect/disconnect with assist/no assist for residential electric meters and water meters with remote disconnect valves installed
- » Execute on-demand read, meter ping (electric) and load-side voltage test (electric)



OUTCOME SERVICES (OPTIONAL ADD-ON CHARGES)

If desired, Itron can participate further in the network and endpoint operations and maintenance processes. Offered as an add-on to the Daily Operational Activities above, the following additional services are available:

Endpoint Exception Mitigation – Investigation of non-responsive endpoints reported by the collection system. May include removal/replacement of endpoint (device supplied by utility), pit lid replacement (provided by utility), repair of damaged/cut cable (splice kit not included) and endpoint RMA processing.

Field Area Network Exception Mitigation – Investigation and replacement of non-communicating network devices that have failed due to device issues. Does not include replacement/investigation of devices which are non-communicating due to vandalism, power failure and other issues not related to the device.

Endpoint Firmware Updates – Itron will apply firmware updates to electric, gas and water endpoints. Such updates will be coordinated and scheduled with utility approval.



Join us in creating a more resourceful world
To learn more visit itron.com

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ATTACHMENT 3

Pricing Summary

(Itron BMR #15360-18)



Electric / Gas / Water
Information collection, analysis and application

2111 N. Moller Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

**Pricing Summary for
City of Banning**

BMR# 15360-18 Ver2 Sep
September 19, 2018

| Item | Category | Description | Qty | Unit Price | Extended Price | Notes |
|-------------------------------------|-------------|---|-----|----------------------------------|------------------------------|-------|
| Network Infrastructure | | | | | | |
| 1 | Network | HW3.1 RFLAN Range Extender - 120V External Antenna | 1 | \$528.00 | \$528.00 | (1) |
| Third-Party | | | | | | |
| 2 | Network | Connected Grid Router - CGR 1240 4G, w/ 4 module slots, 2 GE, 2 serial, 4 FE LAN, Wi-Fi, GPS | 11 | \$6,120.00 | \$67,320.00 | |
| Network Infrastructure Total | | | | | \$67,848.00 | |
| Professional Services | | | | | | |
| 3 | Services | Project Implementation Services | | | \$213,480.00 | (2-3) |
| 4 | Expenses | Project Implementation Expenses (estimated) | | | \$15,570.00 | |
| Professional Services Total | | | | | \$229,050.00 | |
| Itron Cloud Services | | | | | | |
| 5 | One-time | One-Time Set-up, OpenWay | | | \$26,750.00 | (4) |
| 6 | Operations | Software as a Service - Up to 13,860 Endpoints Collection Engine, ISM and Cisco IoT FND | | <u>Monthly Fee</u> \$3,595.50 | <u>Annual</u> \$43,146.00 | |
| Itron Cloud Services Total | | | | | \$69,896.00 | |
| OpenWay System Total | | | | | \$366,794.00 | |
| Annual Maintenance | | | | | | |
| 7 | Maintenance | Connected Grid Router Support | 11 | \$694.00 | \$7,634.00 | |
| Annual Maintenance Total | | | | | \$7,634.00 | |
| Optional | | | | | | |
| Itron Cloud Services | | | | | | |
| 8 | Analytics | CSR Portal (E) | | | \$12,806.64 | (5,7) |
| 9 | Analytics | Transformer Load Management | | | \$5,847.24 | (5-7) |



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Pricing Summary for
City of Banning

BMR# 15360-18 Ver2 Sep
September 19, 2018

Notes and Assumptions

- (1) Final number of Connected Grid Routers and Range Extenders are estimated based on preliminary data and may vary based on actual field conditions. Pricing of network equipment will be adjusted to reflect the final network configuration. A site survey will be performed to determine the final configuration. CGR's and Range Extenders include power cables, antenna kits, and pole mounting kits.
- (2) Professional services pricing is an estimate and is based on assumptions that have not been confirmed. In order to create a formal Scope of Work and a more accurate professional services bid, a detailed discussion of actual project requirements will be necessary. Travel and expenses are included and will be billed at actual.
- (3) Professional Services:
 - Assumes utility responsible for all integration build, deployment and testing.
 - Itron to provide documentation on standard OWCE APIs.
 - Assumes utility responsible for all testing efforts with support from Itron.
 - Assumes utility responsible for migration of meters to network mode.
 - Assumes utility responsible for network installation.
- (4) Software as a Service:
 - Includes the following applications: Collection Engine, Itron Security Manager, and Cisco IoT FND
 - Cloud Services to be provided from Itron's Cloud Services Data Center. Any services from an alternate data center may incur additional fees.
 - Itron to perform server administration, database administration, local area network administration, monitoring software administration, security administration.
 - One major software upgrade is included in annual SaaS fees. During this major software upgrade should the customer require training, extended integration testing support, and project management Itron can provide services and it would be addressed via a SOW if required by Pricing includes all hardware, labor, 3rd party software and maintenance in accordance with Itron's standard terms and SLAs for use of Itron application software.
 - Includes one production environment.
 - System priced to support up to 13,860 endpoints.
 - Up to 1 VPN tunnel is supported.
 - Includes use of Oracle database as needed.
 - Where Microsoft SQL Server Standard edition or BI is required, it is provided for up to 5 users.
 - Standard Disaster recover for this bid RPO - 48 hours and RTO - 3 weeks.
 - Additional environments for Development or Test are not included.
 - Monthly wireless communications fees not included for WAN backhaul.
 - Under a SaaS or Cloud Infrastructure Services offering, City of Banning will be responsible the day-to-day operation of the system and applications.
 - City of Banning to perform CGR monitoring and troubleshooting.
 - City of Banning to perform interrogation monitoring, scheduling and troubleshooting.
 - City of Banning to perform endpoint exception monitoring and troubleshooting.
- (5) Itron Analytics is priced to support 20,000 endpoints. Pricing based on a 5 year contract.
- (6) Itron Analytics pricing is based on the purchase of one (1) App.
- (7) Professional Services have not been included.
- (8) Pricing is based on existing agreements or Itron's standard terms and conditions: Equipment Purchase Agreement, Maintenance and Support Services Agreement, Master Sales Agreement, Private Cloud Services Agreement, Professional Services Agreement, and Software License
- (9) Freight (with the exception of meters), taxes, duties, and tariffs are not included. Prices are in US dollars. Prices are valid for 90 days.

ATTACHMENT 4

Statement of Work

“Openway Implementation of AMI”

Statement of Work

OPENWAY AMI IMPLEMENTATION

City of Banning, CA

SOW Point of Contact: Jeramy G. Page

ITRON Account Executive: Rob Rickard

Date: 9/20/2018

Version: 1.0

| | |
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About this Document

This Statement of Work ("**SOW**") defines the activities ("**SERVICES**") to be performed by ITRON, Inc. ("**ITRON**") for City of Banning ("**CUSTOMER**") for an Itron OpenWay AMI Implementation ("**PROJECT**"). This document will describe agreed upon scope, services to be provided, deliverables, assumptions, responsibilities, timeline and completion criteria.

Any updates to this SOW shall only be considered as documented through the change control process throughout the duration of the project. These SERVICES shall be governed by the following agreements ("**AGREEMENTS**") and their related terms and conditions, as executed between CUSTOMER and ITRON Inc.:

Master Sales Agreement (MSA) dated **MONTH DAY YEAR**

No work will commence until the above Agreements have been duly executed.

B.1. Document Record

| Date | Author | Version | Change Reference |
|-----------|-------------|---------|------------------|
| 9/20/2018 | Jeremy Page | 1.0 | Initial Draft |

B.2. Document Owner

This document contains information that is confidential and proprietary to ITRON, who is the document owner and is responsible for developing and maintaining this document. It is understood that this document is for the purposes of the Project as described. This document or portions thereof should not be re-produced, distributed or utilized in any manner outside of the project's needs without prior written consent of ITRON except as may be permitted in the Master Sales Agreement.

Unless otherwise defined in this SOW, capitalized terms used herein will have the meanings assigned to them in the MSA. The following defined terms are in addition to those defined in the MSA.

| Term | Definition |
|-------------------------|--|
| AMI | Advanced Metering Infrastructure. |
| API | Application Programming Interface. |
| ASN | Advanced Shipment Notification. The data file provided by ITRON to CUSTOMER listing individual serial numbers, part numbers, test results and other manufacturing information. This file will be used by CUSTOMER asset management and Customer Information Systems and OW to populate Endpoint/Meter serial numbers and security keys before installation. |
| Acceptance Period | Three consecutive twenty-four-hour periods after Endpoint registration with OW. |
| As Built Network Design | Document that contains the final installation location of OW CGR upon completion of Endpoint deployment, optimization, and Acceptance. |
| Available Endpoint | An Endpoint: (i) that is not damaged or vandalized by a third party in such a way that prevents communication; (ii) for which CUSTOMER has provided ITRON with accurate and up-to-date account and installation information; (iii) that is powered; (iv) there is no RF interference caused by a third-party system; (v) for which FAN and/or WAN backhaul is properly functioning; (vi) and has registered in OW. |
| BSRD | Business Solution Requirements Document: Deliverable document that details the business and performance requirements of the Solution. |
| Change Management | Change Management is the process or procedures that guide change within an organization. In regard to ITRON Solution implementation this refers to guiding changes to the CUSTOMER infrastructure and business practices; as well as changes to the contract or SOW guiding Project work. |
| Change Control Process | See Appendix A. |
| CIS | CUSTOMER's Customer Information System |
| CGR | Cisco Connected Grid Router, part of the Field Area Network. |

| Term | Definition |
|---------------------|--|
| Daily Read Rate | A calculation of Available Endpoints in which a read has been received at 11:59pm everyday divided by the quantity of Endpoints installed and available on the day of the test. |
| DHCP | Dynamic Host Configuration Protocol. A protocol for assigning dynamic IP addresses to devices in the FAN. |
| Deployment Plan | <p>This plan defines field activities conducted by CUSTOMER. Specifically, it is the schedule that defines the order in which network build-out, Endpoint deployment will be assigned and completed. It will include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Build Schedule based on the agreed upon Forecasting and Order Procedures • Delivery Schedule used to define product delivery schedule to CUSTOMER • Site survey process to validate pole location • Pole make ready & WAN validation activities • CGR installation schedule – used by CUSTOMER to install and manage the Mesh node installation process • Endpoint installation schedule – used by CUSTOMER to install and manage the Endpoint installation process • Network optimization schedule – used by CUSTOMER to field investigate and selectively place FAN equipment (Mesh Node, and associated field devices) to meet design coverage. |
| Endpoint Acceptance | An Endpoint will be deemed Accepted when OW collection engine receives a Register Read for three (3) consecutive days; validated by Itron using the Performance Manager (or alternative application of its choosing). |
| Endpoint | An ITRON OpenWay CENTRON meter provided by ITRON and described in the CENTRON Meter Technical Reference Guide. |
| FAN | Field Area Network. As a general statement, the FAN includes all equipment, connectors and firmware from the CGRs down to the Endpoints. Includes the collection of ITRON provided OpenWay Mesh Node and Endpoints that utilize Radio Frequency (RF) enabling the transmission of two-way data between Endpoint and the OW. |
| FAT | <p>First Article Testing will consist of, the verification of individual Endpoints:</p> <ul style="list-style-type: none"> - Product Documentation - Nameplates - Meter Configuration/Security verification |
| FDM Tools | Field Deployment Manager Tools: ITRON Application used in the field and meter shop to interface with the Endpoints. It is typically used to push firmware, configure |

| Term | Definition |
|-------------------------------|---|
| | an Endpoint extract log files, investigate performance, etc. when communication over the FAN is not available. |
| FND | Cisco IoT Field Network Director. Software provided by Cisco and included by ITRON in our Agreement that manages the multi-service network that will be utilized for ITRON Endpoint data backhaul. |
| Functional Testing | Testing that is completed by ITRON anytime Licensed Software is installed and/or configured during the Project. Basic functional tests are performed to verify component operation. |
| GIS | Geographic Information System. |
| Go-Live | Go-Live is the point in the Project when CUSTOMER moves from the previous reading/meter data management process to using the Solution to facilitate the delivery of billing determinants. This step is typically done over a weekend to minimize impact to billing processes. |
| HES | Headend System: Software and network utilized to read Endpoints and provide two-way communication functionality from back office applications to Endpoints. |
| IDD | Interface Design Document: Document providing design specifics for all ITRON interfaces to enterprise IT systems provided within this scope. |
| Interval Read Rate | The total sum of the interval reads received each day for 30 days from Available Endpoints divided by the sum of total possible interval reads for each day for the same 30-day period. |
| Interface | Integration point between two components within the CUSTOMER solution that has an agreed format to exchange information or complete a transaction. This is commonly a web service or batch file and typically is implemented between an ITRON and non-ITRON component of the solution. |
| Integration Testing | Testing conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity, in accordance with the respective requirements. Attention is paid to the mechanics of the interfaces, such as the data transport management. |
| ISM | ITRON Security Manager: ITRON Software that enables secured communications between Endpoint and the OW. |
| Itron Cloud Services | ITRON services offering that allows CUSTOMER to reduce IT infrastructure commitments by hosting the Solution applications within the ITRON Cloud infrastructure. |
| ITRON Global Support Services | ITRON Global Support Services department provides the CUSTOMER with post project issue escalation/resolution. |

| Term | Definition |
|----------------|--|
| IEE | ITRON Enterprise Edition: see MDMS. |
| KPI | Key Performance Indicator. A measurable value(s) that are used to report on Solution performance. |
| MDI | Master Data Import; a XML file that contains endpoint, meter, premise, service point, and other pertinent configuration data related to reading data. Defined in ITRONs API guides. |
| MDMS or MDM | Meter Data Management System: ITRON software that is used to collect data from the OW and to deliver billing determinants to CUSTOMER's CIS system as defined herein. |
| MRR | Missed Read Retry: A configurable process by which Headend System will automatically attempt to retrieve missed data from Endpoints. |
| Network Design | An ITRON deliverable document that contains the installation locations of OpenWay Connected Grid Routers (CGR) and range extenders, anticipated coverage of each device, and assumptions for coverage percentages. |
| Network Device | Network Device is a generic term for the following components of the solution: OW CGR or RE. |
| OMS | Outage Management System. |
| OW | ITRON OpenWay Collection Engine Software. |
| PMO | Program Management Office which is staffed and managed by CUSTOMER. |
| Production | Production state occurs after the Solution has been accepted, Project deliverables have been accepted, and Solution has been transitioned to Itron Global Support Services. |
| Project | The development and implementation of the Solution, which includes the design, installation, configuration, training, testing, deployment, optimization, and provisioning of the Solution for CUSTOMER. |
| Project Plan | Formal project schedule used to guide and control the execution of a project. |
| Project Team | CUSTOMER, CUSTOMER partners, ITRON and ITRON partners who support the Project. |
| RE | Range Extender, part of the Field Area Network used to expand coverage. |
| Register Data | A recorded value of total energy measurement at a point in time and collected from the Endpoint. |
| RMA | Return Material Authorization. Process and documentation that authorizes the return of Solution products. Refer to ITRON RMA URL (https://access.itron.com/support/Pages/default.aspx) for detailed process. |

| Term | Definition |
|------|---|
| UAT | User Acceptance Testing: Following Integration Testing, this testing combines both functional and integration testing to verify that the developed Solution works as a whole. The objective is to ensure that the Solution designed is structurally sound and will function correctly in accordance with the operating specifications and in the environment in which it was installed. |
| UI | User Interface. The means by which the user will interact with the Solution components. Each component will have a unique UI that the users will interact with. |
| VPN | Virtual Private Network. A point to point connection between disparate networks that ensures the appropriate level of security to the connected systems when the underlying network infrastructure alone cannot provide it. |
| WAN | Wide Area Network. Communication solution provided by CUSTOMER between CGRs and the OW. |
| WSDL | Web Services Description Language - an XML-based interface definition that is used for describing a web service. Describes the service, expected input parameters and returned data. |
| XML | Extensible Markup Language: a metalanguage which allows users to define their own customized markup languages. Common format for ITRON files. |
| XSD | XML Schema Definition: A document that describes the structure of an XML document. |
| ZTD | Zero Touch Deployment: Process that enables the CGRs to be deployed without manual intervention. |

D.1. Project Summary

The CUSTOMER and ITRON will implement the OpenWay Solution. The Solution has extensive AMI capabilities with the Project focused on implementing the standard meter data requirements as described in this document. The project schedule will be mutually agreed upon and scheduled as a part of the kickoff activities for Project; and will follow the ITRON Advantage Methodology with the detailed project schedule being outlined in the Project Plan published after the Project kickoff.

Under this Project ITRON shall deliver and provide the following:

- Software as a Service Solution applications
 - o OpenWay (OW)
 - CG-Mesh
 - o Itron Analytics
 - Outage Detection Filter
- Network Devices
 - o CGRs
 - o REs
- Services
 - o Project Management
 - o Software as a Service for Solution software applications
 - o Support to configure of Solution applications and software
 - o Basic functional testing of Solution applications and software
 - o Training of CUSTOMER staff
 - o OW CGR integration services (ZTD)

Under this Project CUSTOMER shall install Endpoints and Network Devices and deliver and provide the following:

- Network Devices
 - o CGRs
 - o REs
- Endpoint
 - o OpenWay CENTRON electric meter

Anything outside of this scope of services will be supported through the Change Control Process.

D.2. Project Objective

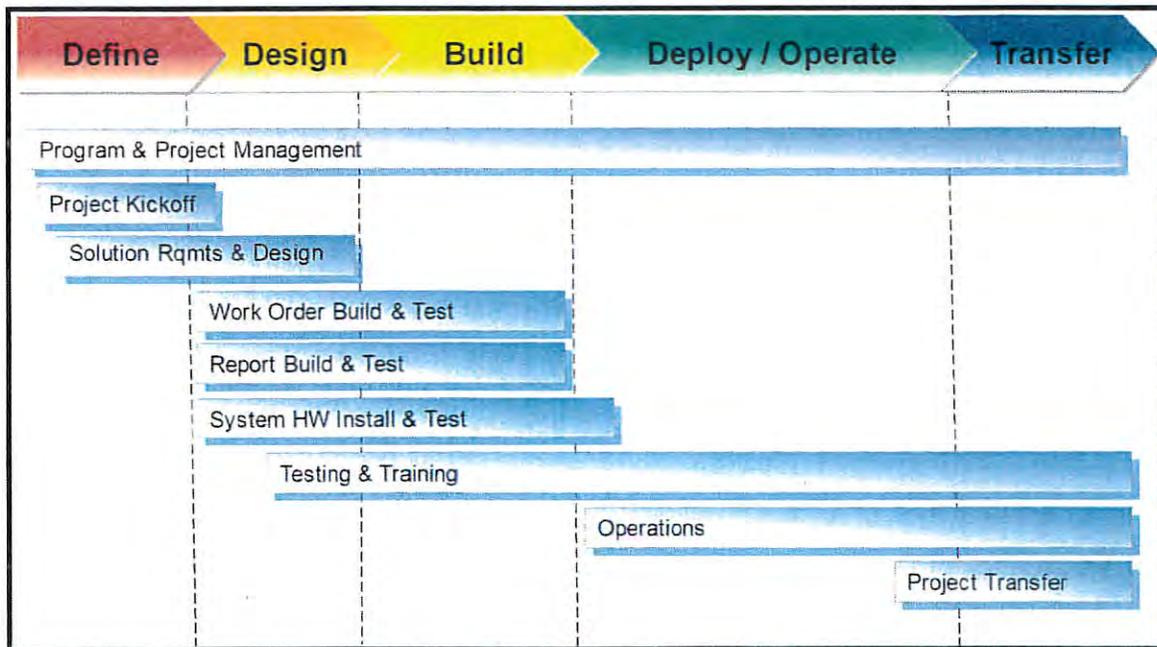
The following are the key objectives of the project:

- Setup and configure SaaS Solution software applications for one (1) production environment in Itron Cloud Services environment to meet the requirements defined in this document.
- Implement a FAN to meet performance expectations outlined in the Performance and System Acceptance Criteria Section (H.3) of this document using CUSTOMER provided location data.
- CUSTOMER to deploy FAN hardware as defined in the Network Design.
- CUSTOMER to deploy OpenWay Endpoints per locations provided by CUSTOMER; per the Network Design.
- Provide once daily extract of Endpoint register data for Available Endpoints.
- Provide training as outlined in [Training Section](#).
- Perform System Testing in accordance with the [Testing Section](#).
- Transition CUSTOMER to ITRON Global Support Services

D.3. Project Delivery

ITRON has broad experience successfully delivering and integrating our solutions with CUSTOMER systems. We will use our proven project management methodology to ensure that the project is fully defined, understood by all involved, and that all tasks are identified, assigned, and tracked. Our methodology supports risk identification and mitigation, communications, reporting, change management, and issue resolution.

D.3.1. ITRON Advantage Delivery Methodology– OpenWay



ITRON's Advantage Delivery Methodology consists of five steps: Define, Design, Build, Deploy/Operate and Transfer.

The Define step includes gathering resources and information needed to initiate and manage the project, understand the CUSTOMER's specific needs and to communicate the objectives and plan to successfully deliver the ITRON solution. It also includes a requirement gathering workshop to ensure project requirements will be met through system design and/or business process solutions. ITRON will identify, define and document the testing requirements, with CUSTOMER input, for both Endpoint Acceptance and Solution Acceptance. ITRON uses a common workflow approach utilizing experience from multiple existing systems into a standard workflow to manage the effort during the design phase.

During the Design step, the project team works with the CUSTOMER project team to perform detailed planning for each of the project deliverables such as the BSRD and Acceptance processes. At the end of the design phase ITRON will provide to CUSTOMER a BSRD document and a TAD document detailing the requirements and architecture developed in the Define and Design methodology steps. Additionally, CUSTOMER will provide ITRON the Acceptance test schedule and process flows to ensure a successful deployment and that business objectives are met.

During the Build step the Project team will use the design documents to configure, and perform basic functional tests to validate components of the Solution. CUSTOMER administrative staff will be trained, facilities will be set up, and system users will be trained. CUSTOMER will develop and execute test plan/test cases and the Project team will seek Software acceptance of the Solution.

During the Deploy/Operate step the CUSTOMER team will commence with Endpoint deployment. As the Equipment is installed and Endpoint acceptance procedures as outlined in this SOW will continue throughout the Deploy phase. CUSTOMER will validate the Solution, which will include end-to-end system integration of basic monthly meter reading functionality. After acceptance, the OW will be formally transitioned to ITRON Global Support Services, with ITRON Global Support Services being the point of entry for OW support questions by CUSTOMER.

During the Transfer step, ITRON will work with the CUSTOMER Project team to transition the Solution to the ITRON Global Support Services team made available to help CUSTOMER and which are contracted for under the MSA. Additionally, ITRON will support Project activities including, but not limited to, vacating the facilities, final billing, Project lessons learned and contract close-out.

E.1.1. Project Resources

In support of the Project, ITRON will provide qualified and professional resources. ITRON shall provide a Project Manager for the term of the Project in support of Project implementation activities defined in this document.

ITRON shall provide a Business Consultant to facilitate the define/design workshops and ensure the requisite deliverables (i.e. BSRD and TAD) accurately define the Solution. ITRON will also provide Technical Consultant to support the integration efforts between CUSTOMER's CIS using standard interfaces.

Any changes in scope or the Project team will be managed via the Change Control Process set out in Section P of this document.

E.1.2. ITRON Project Roles and Responsibilities

The following table provides an overview of the ITRON project roles and responsibilities.

| ITRON Role | Responsibilities |
|---------------------------|---|
| Project Sponsor | <ul style="list-style-type: none"> - Executive sponsorship - Responsible for overall communications - Attends CUSTOMER executive stakeholder reviews - Point of escalation for issue/risk resolution - Overall project accountability - Responsible for project strategy, planning, staffing and financials - Supports ITRON staff with internal activity requirements |
| Project Manager (PM) | Responsible for overall onsite ITRON project delivery management as it relates to the ITRON Solution deliverables and responsibilities described in the SOW including: <ul style="list-style-type: none"> - Schedules ITRON Project resources - Secures ITRON resources for work - Manages scope and project planning - Manages project financials - Manages the ITRON Project Plan - Manages project reporting - Manages issues and risks - Manages the Change Control Process - Manages the contract - Manages ITRON internal management tasks and reporting - Responsible for ITRON policy management for project resources - Detailed responsibilities including: <ul style="list-style-type: none"> o Solution delivery interface with SaaS related issues. o BSRD and TAD creation and signoff o ITRON Training delivery o Go-Live support |
| Technical Consultant (TC) | Provides technical services, support and assistance: <ul style="list-style-type: none"> - Product implementation lead including setup and configuration of the SaaS environment - Provides Project technical input - Data workflow - Systems integration support - Configures and supports testing of software |

| ITRON Role | Responsibilities |
|--------------------------|--|
| | <ul style="list-style-type: none"> - Supports: <ul style="list-style-type: none"> o Supports management of the SaaS environments during Project. o Requirements gathering o Technical issue evaluation/resolution o Technical Training activities - Provides "Go-Live" technical support. - Assists with desktop evaluation for acceptance activities. |
| Business Consultant (BC) | Provides: <ul style="list-style-type: none"> - Solution capabilities overview - Facilitates business requirements gathering (BSRD) - Provides Training/Train the Trainer Training and training support material. - Support for ITRON related software testing activities (functional and/or integration testing). |
| Field Engineer | Responsible for design of the FAN including site surveys. The field engineer is also responsible to support troubleshooting of performance issues impacting the ability to meet acceptance commitments. |

E.1.3. CUSTOMER Project Roles and Responsibilities

The following table provides an overview of the CUSTOMER project roles and responsibilities.

| CUSTOMER Role | General Responsibilities |
|--------------------|--|
| Project Manager | Works collaboratively with ITRON Project Manager: <ul style="list-style-type: none"> - Manages overall AMI Project - Tracks progress - Manages communications and reporting - Integrates with CUSTOMER's PMO function on behalf of the AMI project team - Manages Project issues - Manages Project Plan - Reviews key documentation - Manages CUSTOMER Project resources and resource scheduling |
| Business Lead | <ul style="list-style-type: none"> - Has in-depth knowledge of the meter to cash business process - Works collaboratively with ITRON Business Consultant - Gathers business requirements - Leads design and testing - Manages issue tracking for testing - Coordinates development of test cases - Reviews the BSRD and/or other document requirements - Supports organizational change management within CUSTOMER - Provides Tier 1* support for system issues encountered during testing to Production - Provides Tier 2* support for system issues encountered during post Production <hr/> Note: * Tiers defined in Section G of this SOW. |
| Technical Resource | <ul style="list-style-type: none"> - Acts as the CUSTOMER technical lead on the Project - Has access to other CUSTOMER technical or support resources and systems as may be necessary to support the project work or to troubleshoot systems |

| CUSTOMER Role | General Responsibilities |
|-----------------------|--|
| | <ul style="list-style-type: none"> - Oversees CUSTOMER IT standards and IT server requirements (procurement and support) - Leads other system integration or upgrade requirements - Supports development of test cases - Supports Production implementation, upgrade, and cutover - Provides “Go-Live” technical support - Leads final Solution performance validation - Supports SaaS Change Management Process - Provides Tier 1* support for system issues encountered during testing to Production - Provides Tier 2* support for system issues encountered during post Production - Works collaboratively with ITRON Technical Consultant to setup and coordinate: <ul style="list-style-type: none"> o Telecommunications infrastructure o VPN tunnel responsibility - Evaluate design requirements and supporting documentation <p>Note: * Tiers defined in Section G of this SOW.</p> |
| Integration TC | <ul style="list-style-type: none"> - Will be required to manage integration requirements with back-office systems including CIS. |
| Field Deployment Lead | <ul style="list-style-type: none"> - Manages field device and meter related activities including FAT approval, configurations, field deployment, and field mitigation efforts. - Manages deployment and hardware device related staff. - Manages field staff responsible for site surveys, site make ready, installation and mitigation activities. |
| Others | <ul style="list-style-type: none"> - Database Administrator – Builds, maintains, and tunes CUSTOMER managed database(s). - Network Administrator – Provides system access. Understands and provides expertise on the interfaces between the various data systems on the network - Testers – Perform CUSTOMER specific testing requirements (i.e. Solution Performance testing, etc.) as agreed in SOW - Meter Techs/Field Techs – Assist with Endpoint configurations, site surveys, Endpoint and FAN make ready and installations, field investigations for hard to read Endpoints and FAN optimization. Logistics – Coordinates order entry, forecasting, RMA, etc. - System Operators – CUSTOMER to provide operators to be trained on the Solution operations, and manage operations for OpenWay solution. Responsible for other systems including billing operational requirements, etc. CUSTOMER will provide an operator lead to manage the CUSTOMER operations requirements, and provide Tier 1 support to operators. - Billing / Work Order Specialists – manage, on a daily basis, the engagement with customers for follow-up, exception orders, and data quality - Communications Specialist – develops and approves all communications with customers, including internal and external project communication updates, press releases, educational meetings, etc. |

F.1. General Project Assumptions

Below are assumptions utilized to create this SOW and Project Plan documents.

| | |
|-----|---|
| 1. | ITRON and CUSTOMER will provide suitably trained and skilled resources to support the Project effort and timeline agreed upon by both parties. CUSTOMER's Technical and Business resources shall be fully familiar with their present IT Operations as it relates to the Project components. |
| 2. | The ITRON PM assigned to this Project is responsible for management of all ITRON resources, ITRON Deliverables and the Project Plan. |
| 3. | CUSTOMER and ITRON will name all resources for the roles identified. Any additions not identified at project startup, including 3 rd party contractors/consultants may impact this SOW and associated pricing, requiring agreement through the Change Control Process. |
| 4. | ITRON will identify and be responsible for any 3 rd party contractors/consultants contracted by ITRON for the Project. |
| 5. | Work to be performed by Itron will be performed remotely with the exception of workshops, Training activities, or as determined and scheduled by the ITRON PM. Per mutually agreed mode of communication. |
| 6. | All Project resources will use ITRON methodologies, ITRON tools, and ITRON templates. |
| 7. | CUSTOMER is responsible for developing standard operating procedures (SOP's) and any internal business process modifications due to the implementation of the AMI solution. |
| 8. | ITRON will provide CUSTOMER with an electronic copy of a standard set of Solution documentation including user guides, training materials, and where applicable, designs. |
| 9. | Issue tracking/resolution will be done using the ITRON tools. |
| 10. | In the event a delay is identified in the baselined project schedule that impacts Project milestones or deliverables by the CUSTOMER or ITRON, the CUSTOMER and ITRON PMs will mutually assess the Project impact will devise a mutually agreeable plan to mitigate the impact to the Project schedule. |
| 11. | CUSTOMER is responsible for any charges incurred for legacy, 3 rd party, and/or upstream system modifications (i.e., CIS modifications). |
| 12. | If, for reasons outside of ITRON's control, the PROJECT extends beyond the mutually defined schedule, defined at Project kickoff, a maintenance fee to provide PROJECT support will be charged to the CUSTOMER of \$1520 per week; technical and business consulting hours will be invoiced as incurred at \$175 per hour; additional travel will be billed at actual. These hours will be used to maintain the PROJECT and billed in conjunction with the defined services fees to complete the PROJECT. |
| 13. | Upon meeting Endpoint Acceptance criteria, the CUSTOMER owns and operates the Accepted Endpoint |
| 14. | Should the project be terminated early by CUSTOMER, CUSTOMER will be responsible for reasonable wind-down costs incurred by Itron resulting from such termination. Examples of wind-down costs include: <ul style="list-style-type: none"> · Payment for completed work prior to project stopping point · Unused materials purchased in advance to support installations will be provided. · Building and vehicle leasing costs and penalties for breaking lease agreements · Lodging and travel fees incurred up to project closure. |
| 15. | CUSTOMER is responsible for day to day operation of the system and applications upon Solution setup and completion of training. Day to day operations include the following: |

| | |
|-----|---|
| | <ul style="list-style-type: none"> · Perform OW CGR monitoring and troubleshooting · Perform interrogation monitoring, scheduling, and troubleshooting · Perform endpoint exception monitoring and troubleshooting |
| 16. | ITRON resources will support CUSTOMER in converting the currently installed Bridge meters from mobile reading mode to network mode through training of CUSTOMER resources on the process and troubleshooting methods. |

F.2. General Technical and Design Assumptions

CUSTOMER will implement a FAN that is comprised of thirty-five (35) CGRs and fifty-eight (58) REs; that will be installed in the CUSTOMER territory.

Below are assumptions utilized to develop the deliverables, integration, deployment, and other technical requirements.

| | |
|-----|--|
| 1. | All Endpoint are located outdoors. |
| 2. | FAN must be installed in accordance with the installation manual, and at locations and elevations adequate to cover the territory; ITRON will determine height requirements and locations. |
| 3. | If RF interference is detected, a change in location, device type or additional equipment may be required. |
| 4. | CUSTOMER is responsible for all permitting, JUA, and any agreements to use other non-customer owned facilities required to install the FAN. |
| 5. | CUSTOMER is responsible for data quality, format, and accuracy of all Customer data which is provided to OW. For an example, see Appendix A. All the data coming into the Solution must be of high quality and, if needed, all correction to that data will be the responsibility of the CUSTOMER. |
| 6. | CUSTOMER will complete requests for changes to configuration (opening firewall ports, Windows OS, etc.) within timeline outlined in the Project Plan. |
| 7. | No software customization shall occur unless otherwise stated in this SOW or specified in a change order. (Examples of customization requiring a change order could include requested UI changes, custom reports and extracts, additional interfaces.) |
| 8. | Solution Acceptance will be performed once a mutually agreed to number of Endpoints have been installed and have registered with OW to support the phased approach. |
| 9. | CUSTOMER, or distributor, is responsible for all interfaces and/or programming required for their CIS billing system(s) integration to the OW. ITRON will provide all APIs and XSDs, with examples, and user guides to support integration to OW using ITRON's format. ITRON resources will provide testing support and training to facilitate data integration with OW. |
| 10. | All ITRON system data inputs, such as meter/account specific configuration files, will be formatted (per ITRON specification) and provided in an electronic format by CUSTOMER. |
| 11. | CUSTOMER will furnish all facilities and related support that are required by ITRON personnel engaged to perform the Services while on site. Access to the building(s) where the work will be performed, network access, a location to perform work (desk), projectors, desk chairs, and access to a local printer. |
| 12. | OW will be configured in accordance with the Software as a Service standard component setup. This standard is preconfigured to allow customers to define their meter configurations, validation rules, and data export schedules. |
| 13. | Data will be made available via a secure file transfer from the ITRON Cloud environment to CUSTOMER's data center. Alternatively, the Solutions web services, WSDLs and APIs, can be made available to CUSTOMER's CIS. |

The table below lists the various software tests, acceptance tests and responsible owner to be performed on the Solution.

| Test Cycle | Description | Owner |
|-------------------------|--|---------------------------|
| First Article Test | FAT will consist of the verification of individual Endpoints: - Product documentation - Nameplates - Programming verification | CUSTOMER/ITRON supporting |
| Functional Testing | Functional Testing is completed by ITRON anytime ITRON licensed software is installed and/or configured during the Project. Basic functional tests are performed to verify component operation. | ITRON |
| Integration Testing | Integration testing conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity, in accordance with the respective requirements. Attention is paid to the physical mechanics of the interfaces, such as the data transport management. | CUSTOMER/ITRON supporting |
| User Acceptance Testing | As defined in the Test Plan and following Integration Testing, this testing combines both functional and integration testing to verify that the developed Solution works holistically. | CUSTOMER |
| Endpoint Acceptance | Reference the Acceptance Criteria (Section K3). | CUSTOMER |
| Software Acceptance | Software Acceptance will occur once during the Build phase is complete and there are no Severity 1 or Severity 2 outstanding defects. | CUSTOMER |

G.1.1. Comments and Clarifications

| | |
|----|---|
| 1. | ITRON to perform basic functional testing of Applications and Software. |
| 2. | CUSTOMER will provide a Test Lead, Tier 1 and 2 Support for internal testing and ITRON will provide supplemental support for defect management during testing activities. |
| 3. | Assignment of the severity levels to each testing issue or defect are identified below. Any discrepancy will be resolved by CUSTOMER & ITRON PMs. |
| 4. | All test deliverables will be done in accordance with pre-defined Test Plan and test scripts. |
| 5. | CUSTOMER is responsible for leading and performing all testing, except Functional Testing. ITRON will provide the standardized test plans for CUSTOMER review and approval. ITRON will share current knowledge and best practices information with CUSTOMER in execution of testing activities. |

G.1.2. Severity Parameters

The following table defines the defect severity levels and mitigation steps for Solution component testing defects identified during the Project testing activities. ITRON and CUSTOMER will review all issues found through the associated testing process and agree on severity level assignment and applicable course of action as detailed below. This applies to Licensed Software and Firmware, and to Go-Live and Solution Acceptance.

Defect Severity Level Table

| Severity Level | Definition | Actions |
|----------------|--------------|--|
| 1 | Blocking | Blocks development, business process and/or testing work - Prevents completion of critical business function and no workaround exists. Cannot Go-Live or accept the Solution with any Severity Level 1 defects |
| 2 | Critical | Crashes, loss of data, workaround is present but difficult to pursue or not sustainable. Cannot Go-Live or accept the Solution with any Severity Level 2 defects |
| 3 | Serious | Major loss of function, with a mutually agreeable workaround present; managed through product lifecycle (scheduled release of application) - Can go-live |
| 4 | Non-Critical | Minor loss of function, usability issues, other problems where easy workaround is present – Cosmetic |

G.1.3. Tier Support Levels During Testing

During testing, issues may be encountered that require support from resources that are Subject Matter Experts in the Solution. To address issues encountered during testing and post production, CUSTOMER will designate internal staff to provide Tier 1 and Tier 2 support as described below.

| Tier Levels | Defined | Examples | Testing Responsibility | Production Responsibility |
|-------------|--|--|------------------------|---------------------------|
| 1 | <p>A resource that is knowledgeable on the Solution. Such resources are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process:</p> <ul style="list-style-type: none"> - What happened - When did it happen - Who encountered the issue - What attempts were made to resolve - Suggested next steps. | <p>End user is not able to run a report during test period. Tier 1 Support would provide support to this user.</p> | CUSTOMER | CUSTOMER |

| Tier Levels | Defined | Examples | Testing Responsibility | Production Responsibility |
|-------------|--|---|------------------------|---------------------------|
| 2 | <p>If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also knowledgeable in the Solution, but have deeper product knowledge.</p> <p>If Tier 2 is unable to resolve, they will engage appropriate ITRON resource(s); for project testing, this would be an ITRON project resource, for production this would be ITRON Global Support Services. See Section G for scope of testing responsibility.</p> | <p>All issues that cannot be answered at Tier 1 during production and require a deeper knowledge to investigate and resolve Tier 1 would escalate to Tier 2.</p> <p>Tier 2 would escalate to ITRON Global Support Services.</p> | CUSTOMER/ITRON Support | CUSTOMER |

To meet the objectives defined in Section D.2, ITRON deliverables are shown below with the schedule of each deliverable being included in the Project Plan following contract execution.

H.1. Comments and Clarifications

| | |
|----|---|
| 1. | These key document deliverables require sign-off from CUSTOMER within ten (10) business days of receipt. ITRON will confirm receipt of each document deliverable to CUSTOMER via email, indicating the date of delivery to someone designated by CUSTOMER to receive deliverable documents. Failure to authorize in this timeframe will be considered deliverable acceptance. CUSTOMER may provide reason for deliverable rejection via email to ITRON project manager outlining reason(s) for rejection. |
| 2. | Modifications or updates to the key document deliverables previously accepted by CUSTOMER and ITRON will be handled through the Change Control Process. |

H.2. Summary of Key Document Deliverables

| # | Key Deliverable Requiring Sign-Off | Description |
|----|------------------------------------|--|
| 1. | BSRD | This document outlines the OpenWay solution requirements that will be met by the ITRON solution design. It also highlights requirements gaps, should any be identified in the associated workshops/design reviews. It also includes OpenWay major functional areas to address the approach the project team will use to integrate the solution functionality into the CUSTOMER's business practices. |
| 2. | TAD | This IT facing document may include the following: Environment(s) and the specifications for each; security; long-term backup; and recovery requirements of the Solution. |
| 3. | Project Completion Form | This document lists all the completion criteria and is used as a checklist to validate the project is officially completed. |

H.3. ITRON Deliverables and Responsibilities

The following table lists the ITRON deliverables including the key document deliverables listed. Documents will be delivered via email and stored on the ITRON Project SharePoint site.

| # | Deliverable |
|----|--|
| 1. | Standard Project Plan due at start of Project within two (2) weeks following project kickoff. |
| 2. | Project kickoff meeting which includes providing a Solution overview, review the Project Scope, budget and schedule. |
| 3. | Project tracking and managing the Project Plan and deliverables through weekly Project planning and status calls. |
| 4. | Provide one (1) production instance of the applications identified in Section D.1 in a hosted environment. |
| 5. | Configure OW to meet the design requirements approved in the BSRD. |
| 6. | Facilitate requirements and design workshops. |

| | |
|-----|--|
| 7. | Document and provide to CUSTOMER the BSRD and TAD deliverables. |
| 8. | Provide sample test plans and test scripts |
| 9. | Make available a SFTP site to the CUSTOMER to share data files. |
| 10. | ITRON to complete basic functional testing of the applications identified in Section D.1. |
| 11. | Provide up to forty (40) hours of ITRON OpenWay Onsite training will be provided. Additional support available through the Change Control Process. |
| 12. | ITRON to configure export of reading data according to the requirements identified in the BSRD. |
| 13. | ITRON to configure environment to accept Multi-Speak compliant web requests for remote disconnect/reconnect functionality. |
| 14. | ITRON will provide forty (40) hours to support CUSTOMER in UAT and SAT activities as supplemental Tier 2 support with CUSTOMER resources. |
| 15. | ITRON will provide eighty (80) hours of network mitigation support during the Endpoint deployment phase. |
| 16. | Provide up to sixteen (16) hours of ITRON Analytics training will be provided. Additional support available through the Change Control Process. |
| 17. | Complete transition documentation and introduce CUSTOMER to ITRON Global Support Services in scheduled transition meeting. |
| 18. | Provide PM contact for CUSTOMER to escalate production issues throughout the deployment period. |
| 19. | Provide standard daily report of Solution performance |

H.4. CUSTOMER Deliverables and Responsibilities

To meet the objectives defined in Section D.1, CUSTOMER deliverables are shown in the table below and identifies where in the ITRON Advantage Methodology this deliverable is anticipated to be performed.

| # | Deliverable |
|----|---|
| 1. | Assign Project staff and participate in project kick-off meeting. |
| 2. | Participate in scheduled planning and update meetings. |
| 3. | Develop and test interface files. Format will utilize standard Multi-Speak methods. Daily updates to the interface are required to synchronize CIS to ITRON software applications. If needed configuration Interface files will be posted to the ITRON SFTP site. |
| 4. | Complete integration to CIS of daily reading files created by ITRON. |
| 5. | Complete Solution Testing in accordance to the published Project Plan and as defined in the Acceptance Criteria (Section K.3). |
| 6. | Assign resources and ensure active participation in Training as outlined in the Training Section (Section J). |
| 7. | Conduct site surveys for FAN component installation locations. |
| 8. | Install all FAN components in accordance with installation instructions. |
| 9. | Customer communications materials including, initial customer notification and door hangers. |

| | |
|-----|---|
| 10. | Complete all make ready work and validate backhaul availability for each network location to prepare for the installation of the network devices. |
| 11. | Troubleshoot and mitigation of non-communicating or poorly communicating Network Devices and Endpoints as required. |
| 12. | Maintain Solution including Network Devices, Endpoints, and Interfaces. |
| 13. | In the event of a drop in acceptable Solution performance in the 3-day monitoring cycle provide summation of ITRON daily read report identifying issue. |

H.5. Equipment

For the PROJECT, the CUSTOMER will purchase Network Devices and Endpoints quantities as specified in the Pricing Summary. The CUSTOMER will purchase additional quantities of Equipment as required. CUSTOMER will work with ITRON to order equipment as specified.

ITRON recommends the CUSTOMER maintain spare inventory for the Solution. The quantities specified in the Pricing Summary are expected field deployment quantities. ITRON recommends 1% sparing level for Endpoints, and 5% for CGRs.

This section lists all workshops that will be delivered for the Project. The four (4) workshop sessions will create the base line draft documents for the following, but not limited to, general deliverables: business solution requirements design, deployment plan and technical architecture design.

ITRON shall facilitate and document the output of each Workshop; CUSTOMER will participate and approve upon conclusion of each Workshop.

| # | Workshop | Description | Goal | Output/ Deliverable |
|----|--|--|---|---------------------------------|
| 1. | Business process overview | To discuss the processes (to ensure everyone understands what the output will look like when the workshops are complete | Overview of the Solution capabilities and review of key ITRON document deliverables that will be created during the Define and Design step of the project. Used to promote structure and understanding across the project team. | BSRD |
| 2. | Business Solution Requirements | To gather and document Solution requirements required to meeting CUSTOMER business objectives for the OpenWay Solution. | Using a foundation of known product capabilities; ITRON and CUSTOMER will review CUSTOMER business requirements, investigate implementation options, review known constraints and any dependencies with other systems. | BSRD |
| 3. | Solution technical architecture & security | To discuss the overall Solution architecture designs for the to-be environment. To review best practice strategies for hardware sizing, environment design and data migration/integration. | Using a foundation of known product capabilities; ITRON and CUSTOMER review, document and formalize the technical architecture and security of the Solution given key assumptions/requirements. | TAD |
| 4. | Field Tools and Procedures | To discuss the processes, equipment and tools necessary to deploy and mitigate Endpoint and FAN assets. | To enable CUSTOMER to successfully manage the deployment, troubleshooting and mitigation field assets including FAN equipment, and Endpoints. | Deployment and Field Tools Plan |

ITRON will provide its standard training material and courses as outlined below to the CUSTOMER. Training will be conducted in a train the trainer approach to ensure that CUSTOMER has experienced personnel to continue training new users. In the event customized user training and material is requested, or addition training time is requested by the CUSTOMER, this shall be supported through the Change Control Process.

| Type | Description | Module Name |
|---|--|-----------------------------------|
| End user / Operational Training (40 hrs.) | End user / Operator has the operational knowledge to maintain operate and troubleshoot the solution and provide Tier 1 support. One session of each Course in scope; each Course consisting of up to forty (40) hours of training. Example: Administrator that understand the configurations and use cases of the ITRON Solution. | OW Operational OW Functional |
| Endpoint Training (10 hrs.) | Endpoint troubleshooters are provided training on FDM Tools. One session of training module in scope; module consists of up to ten (10) hours of training. | Endpoint Troubleshooting Training |
| FAN Training (10 hrs.) | RF Network personnel are introduced to operational, installation, and troubleshooting of CGR. One session of training module in scope; module consists of up to ten (10) hours of training. | CGR Technical Training |
| Field Training (up to 60 hrs.) | This will be hands on field training on how to perform site surveys, and mitigation of FAN equipment and performance. Two sessions of field training in scope; a twenty (20) hour session focused on site survey, and a forty (40) hour session focused on support of moving Bridge meters to network and field mitigation. | Field process review |
| ITRON Analytics Outage Filtering Training (up to 16 hrs.) | Operator understanding of Outage Filtering functionality to perform daily operations, system administration, and custom reporting. | Outage Filtering Training |

K.1. ITRON Deliverables

Acceptance of the ITRON Deliverables are as outlined as follows, and following the assumptions contained in Section F.1:

1. BSRD – expected delivery after conclusion of requirement workshops; upon submission by ITRON and review with CUSTOMER
2. TAD – expected delivery after conclusion of requirement workshops and after Build phase; upon submission by ITRON and review with CUSTOMER
3. Software Applications – upon completion of UAT.
4. Training – upon completion of Training as defined in the Training Course Description (Section J)

K.2. General Installation and Mitigation Guidelines

The Solution was designed to meet the requirements as defined herein with expectations as outlined General Technical and Design Assumptions. Implementing and maintaining the Solution to meet expectations will be driven by the CUSTOMER using the following guidelines:

1. Validate that CGRs can communicate to the HES.
2. Complete, as planned, installation of FAN in accordance to ITRON installation manuals.
3. CUSTOMER to mitigate non-communicating FAN devices with support from ITRON and Endpoints in accordance to the support / training provided by ITRON as outlined in ITRON Deliverables.
4. Maintain FAN devices and Endpoints in a timely manner.
5. Using the procedures outlined in training, the CUSTOMER is responsible for troubleshooting and mitigation of non-communicating or poorly communicating FAN and Endpoints. FAN and Endpoint ownership and maintenance will be transitioned to the CUSTOMER upon Endpoint Acceptance.
6. Itron is available to support CUSTOMER with Solution performance issues or to develop Standard Operating Procedures (SOPs) for Operations and Maintenance as required through the Change Control Process.

K.3. Network Device Acceptance Criteria

Network Device Acceptance will be concluded after all the following criteria are met:

1. A Network Device will be deemed accepted when OW receives a Register Read for three (3) consecutive days for 25 Endpoints communicating through and installed within the Network Design coverage area; validated by ITRON using the Performance Manager application (or alternative application of its choosing).
2. After Network Device acceptance, it is the responsibility of the CUSTOMER to monitor, manage, investigate, and perform mitigation activities.
3. The CUSTOMER will perform investigation and mitigation activities on Network Devices that fail to meet the acceptance criteria in accordance with the FAN site survey and mitigation training provided by Itron.

K.4. Network Optimization Exercise

The network optimization phase is the final step of the network deployment; after Network Devices have been accepted and transition has been conducted. Network optimization involves monitoring and optimizing the network during the later stages of deployment; network optimization is only possible once all endpoints are installed. Network optimization which involves remote analysis of network performance by ITRON resources up to forty (40) hours, including routing and bandwidth, and local troubleshooting to address any hard-to-reach locations. This process determines if nodes should be relocated or if additional networking equipment is needed for optimal network performance. If any optimizations are needed or will be suggested an optimization document will be delivered with suggested changes to the environment. CUSTOMER may be asked to provide photographs of FAN installations to facilitate this effort.

Upon completion of the network optimization exercise the project will be complete and final invoice generated. If additional resources, efforts or equipment is needed it will be requested through the Change Control Process.

Following the acceptance of the ITRON Deliverables as defined in Acceptance of ITRON Deliverables (Section K), the ITRON Project Manager and the CUSTOMER will schedule a transition call with ITRON Global Support Services. The ITRON Project Manager will complete the transition documentation ahead of scheduling the call with the CUSTOMER and ITRON Global Support Services. Upon transition, the CUSTOMER will get support through their Account Executive and ITRON Global Support Services.

If CUSTOMER does not agree that the completion criteria have been met, it is the CUSTOMER's responsibility to provide written details as to what and how the SERVICES have not conformed to the SOW or the agreed upon criteria within ten (10) business days of this review. Once provided with reasons for not accepting the completion criteria, ITRON will evaluate the reasoning and compile an action plan to correct in a timely manner and the process for formal acceptance can be repeated.

L.1. Document Deliverables

All deliverables identified in the ITRON Deliverables and Method Step section (Section H) have been provided to, and approved by, the CUSTOMER.

Upon signature/approval, all documents are considered final and no updates will be made unless otherwise agreed.

L.2. Project Closeout Activities

1. User Acceptance Testing has completed.
2. The CUSTOMER has been formally transitioned to ITRON Global Support Services.
3. Final project invoices will be processed.

M.1. Services Fees

The services outlined in this SOW are being provided at a fixed cost of \$213,480.00, as outlined in the pricing summary BMR#15360-18 Ver2 Sept (Items 3 and 5). Travel time and expenses (Item 4) will be billed as actuals; the expenses are estimated to be \$15,570.00 for the currently defined effort. All travel and estimated expenses must be pre-approved by the CUSTOMER in writing. Specific details related to these costs for the project can be found in the customer pricing summary. Any changes to the services as outlined will be addressed through the Change Control Process.

These fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated fees. Any changes that affect ITRON's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the Change Control Process.

ITRON will invoice CUSTOMER monthly, per the below schedule, for Services performed and for costs incurred. The final payment will be invoiced two (2) weeks after the transition to Global Support Services meeting has concluded. If at any point, there is reason to believe that this amount will be exceeded; ITRON will immediately notify CUSTOMER as to the changes in the estimate and issue a Change Order as described in Change Control Process, which will be approved by CUSTOMER. CUSTOMER shall pay all taxes, if any, due for Services provided by ITRON to CUSTOMER under this Statement of Work.

Final payment is contingent upon CUSTOMER confirming that the UAT is complete and there are no severity 1 issues and no severity 2 issues open without an accepted workaround.

M.2. Project Invoicing

Professional Services Invoicing will be done in accordance to the payment schedule defined below. Expenses will be invoiced at the end of the month they are incurred in.

| Milestone | Amount |
|--|---------------------|
| Managed Services Startup Cost (Upon Project Start) | \$26,750.00 |
| Solution Definition/Design Completed | \$53,370.00 |
| Solution configuration completed (back office) | \$53,370.00 |
| Solution testing accepted and completed | \$53,370.00 |
| Deployment begins | \$53,370.00 |
| Total | \$240,230.00 |

M.3. Billing Information

To ensure that ITRON has all the correct billing information, please verify the following:

| Requested | CUSTOMER Data |
|---|---------------|
| Billing Contact Name | |
| Billing Contact Phone # (s) | |
| Billing Contact Email Address | |
| Physical Location Address (if applicable) | |
| Billing Address (if different from above) | |
| Special Billing Requirements? | |
| Purchase Order # | |

| Item | Document |
|--------------------|---|
| OpenWay | |
| 1. | OpenWay Events and Exceptions Reference Guide |
| 2. | OpenWay Operational Guidelines |
| 3. | OpenWay Security Reference Guide |
| OpenWay CGR | |
| 1. | OpenWay Pole Mount CGR Installation Guide |
| Endpoint | |
| 1. | Technical Reference Guide |

O.1. Change Control Process

An ITRON Change Order Form ("**Change Order**") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall project. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to the CUSTOMER authorization of this change order.

| # | Step | ITRON | CUSTOMER | Notes |
|----|--|-------------------------------------|-------------------------------------|--|
| 1. | Identify scope change. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Either party may identify a scope change. |
| 2. | Submit a formal request for a Change Order. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Party identifying the scope change should submit the change request via email. - Request should include: - Problem Statement - Requirements |
| 3. | Assess impact (scope, schedule, resources) and prepare brief summary. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. | Report impact results and submit Change Order form. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Should include: - Scope change described - Cost change - Project schedule impacts |
| 5. | Authorize Change Order and email executed copy to ITRON Legal. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 6. | ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

O.2. Change Order Form "Sample"

| | Name | Date |
|-----------------------|------|------|
| Client Name: | | |
| Requestor: | | |
| Client Authorization: | | |
| ITRON PM Approval: | | |
| ITRON Contract Auth.: | | |

Send Pricing Summary to Client? Yes No

Has contract been signed? Yes No

General Comments:

Order Processing:

PO/Contract #: _____

Comments: _____

Hardware Changes:

| Qty | Item Description | Unit Price |
|-----|------------------|------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| Qty | Item Description | Unit Price |
|-----|------------------|------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Comments:

Software Changes:

- Modifications
 Meter Licenses
 Other

| Description | Unit Price |
|-------------|------------|
| | |
| | |
| | |
| | |
| | |
| | |

Implementation Labor and Expense:

- Billable
 Non-billable
 Charge to: _____

| Purpose | Description | Days | @ \$ | Total |
|---------|-------------|------|------|-------|
| | Labor | | | |
| | Per Diem | | | |
| | Misc. | | | |
| | Total | | | |

| |
|-----------------------|
| Other Changes: |
| |
| |
| |
| |

Change Order: >Author Name

Please return this signed Change Order for formal ITRON Contract Authorization and Execution to:

ITRON, Inc.

2111 N. Molter Rd.

Liberty Lake, WA 99019

Attn: Contract Administration

Fax: (509) 891-3331 or pdf and email to contract.request@itron.com. – a fully executed version will be returned.

The Network Design is based on the following assumptions:

1. The Network Design is predicted to enable the Solution to meet network coverage of 99.8% of locations provided by the CUSTOMER and validated latitude and longitude Endpoints.
2. The Network Design predicts a Read Rate of 98.5% daily reads over a three-day window.
3. All proposed network device locations are located on CUSTOMER owned infrastructure unless otherwise noted
4. Pole heights assumptions are included in the Network Design for each network location.
5. The Network Design utilizes RF Endpoints, CGRs, and REs.
6. The Network Design does not assume there is any RF blockage issues in the service territory.
7. The proposed location for the initial placement of each network device was identified using refreshed GIS information. Initial Network Design was based on customer provided GIS location information for the Electric Meters in the Service Territory.
8. Should additional (Endpoints and CGRs) be included in the Project that were not provided for the initial Network Design, the CUSTOMER will provide latitude and longitude coordinates and additional Network equipment may be required to be purchased by the CUSTOMER.



Banning – Itron OpenWay

September 25, 2018



RECAP

Meter Data

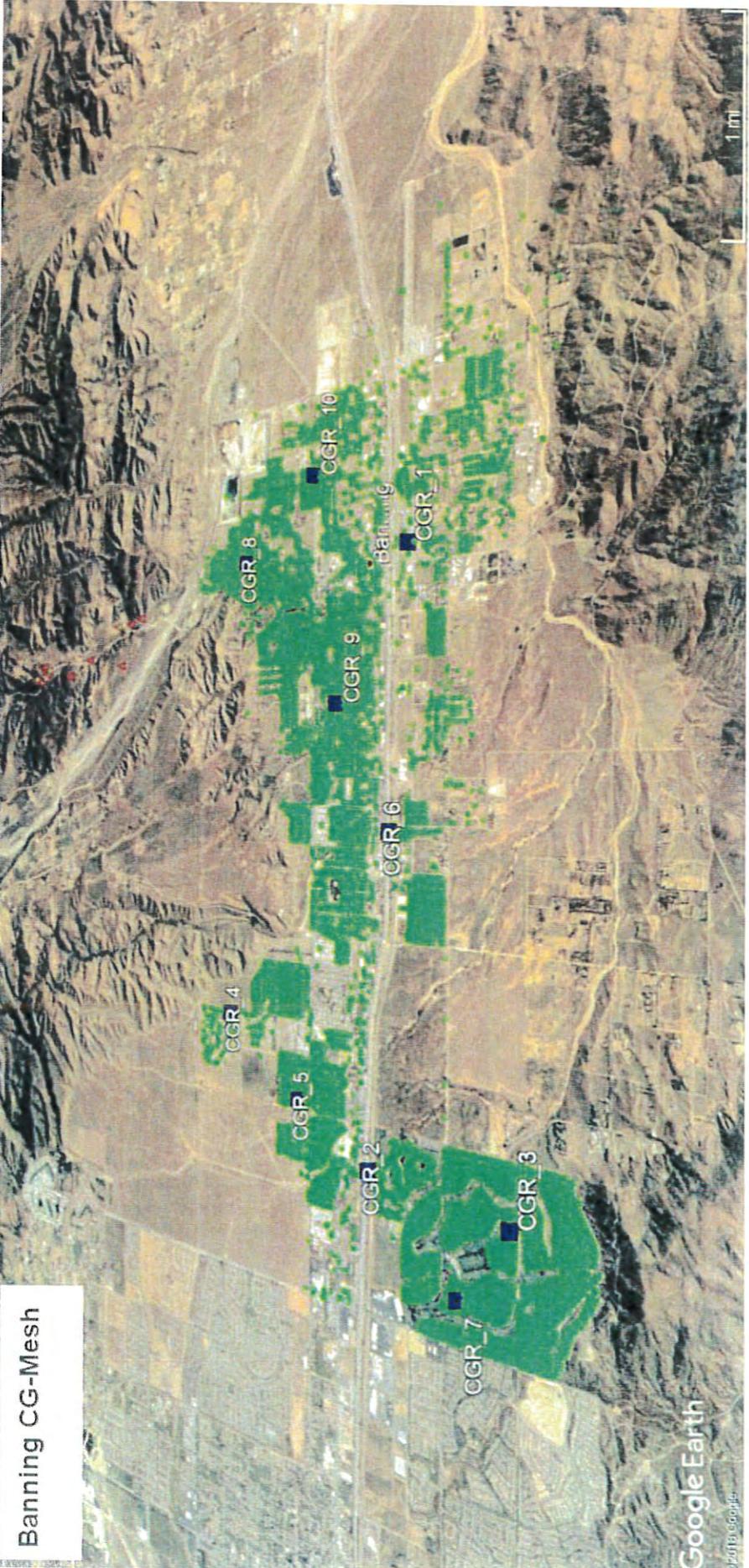
- Meters in address data set = 13,971
- Geo-coded addresses = 13,877

Prop Results

- Meters covered per prop study = 13,860
- Percentage coverage = 99.8%

Network

- CGRs predicted = 11 includes one for mitigation
- Range Extenders = 1, for mitigation



Banning CG-Mesh

PRICING

| Item | Price |
|-----------------------|-----------|
| Network | \$70,941 |
| Professional Services | \$229,050 |
| SaaS Set-up | \$26,750 |
| | |
| SaaS Annual | \$43,146 |

NEXT STEPS

- » Council approves financing to move forward
- » Master Sales Agreement – Banning internal review
- » SOW – Banning internal review
- » SOW – face-to-face review, edits, changes, etc
- » Preliminary schedule defined
- » Forecast equipment
- » Agreement execution
- » Project team selected
- » Project kick-off meeting

THANK YOU



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Voltage Analyst

Itron Analytics

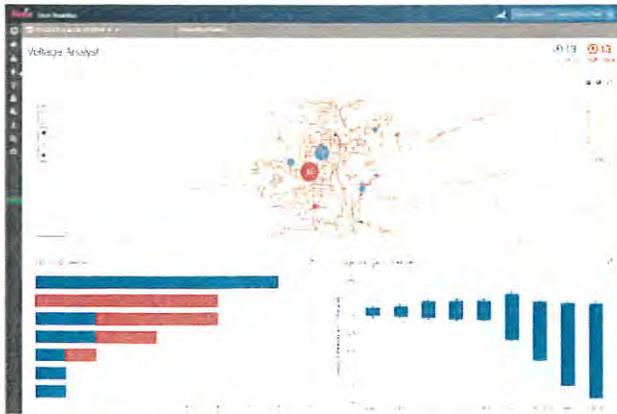
Ensuring power quality is becoming an increasingly critical business challenge throughout the utility industry. Customers' needs are changing, distributed generation is more and more prevalent and utility-owned alternative energy resources are growing more diverse by type and geographic location. This new energy landscape and other factors are driving utilities toward a more proactive approach to voltage management to ensure the most efficient delivery over their networks while providing customers with the power quality they require in an increasingly electricity-intensive economy.

Itron Analytics Voltage Analyst application precisely monitors voltage at every delivery point in the system and presents the data and analysis within the context of the utility's distribution network. This enables analysts to evaluate and understand the impacts of the multitude of variables affecting voltage levels throughout the grid. Identifying trends and developing system improvements with a holistic approach using measured data provides a much more proactive method, rather than relying solely on system models or reacting to customer complaints.

The Voltage Analyst application provides analysts with a clear view of voltage levels throughout the grid under all load conditions, network configurations and equipment settings. This enables proactive, condition-based decision making with detailed measurements at a scale previously unattainable.

WITH VOLTAGE ANALYST, UTILITIES BENEFIT BY:

- » Providing direct access to precise voltage measurements at all metered points in the delivery network
- » Alerting analysts to voltage levels outside of thresholds to enable action prior to customer complaints or equipment damage
- » Validating voltage problems prior to rolling trucks or other actions
- » Quickly differentiating isolated incidents from systemic voltage trends
- » Identifying problem areas and CVR/VVO opportunities to improve efficiency
- » Monitoring and fine-tuning VVO/CVR for optimal performance and validation
- » Isolating problem sources from low primary voltage to transformer loading or secondary service
- » Optimally managing the collection, storage and presentation of voltage data in conjunction with an AMI network



Voltage Analyst Dashboard

FEATURES AND BENEFITS

Itron Analytics introduces a modern and intuitive web-based user interface that helps engineers see current and historic conditions and issues in their area.

Dashboard View

The Voltage Analyst application includes dashboard views that offer:

- » Quick summary information of voltage anomalies and feeder operating voltages by service territory, geographic area or distribution circuit
- » Identification of worst-performing feeders and troubleshooting tools to investigate
- » Geospatial mapping of service point voltages on each feeder over time
- » Voltage profiles along each feeder, highlighting areas with significant voltage deterioration
- » Voltage operating bounds on each feeder over time, indicating periods outside of target ranges
- » List of endpoints that experienced high- or low-voltage events with summary data

Custom Query Tool

Voltage Analyst includes an intuitive and easy-to-use query tool that offers:

- » Creation of simple searches based on service point ID or other variables
- » Creation of more complex searches based multiple combinations of attributes
- » Geospatial view of search results
- » Tabular details of results displayed in a grid
- » Quick links from map or grid to service point detail view and measurements

Service Point Detail View

Voltage Analyst includes a Service Point Detail view that offers:

- » Map view of the service point with links to others on the distribution transformer
- » Graphical views and export of load profile measurements
- » Graphical views and export of voltage measurements
- » Tabular views of meter device events and analytic business events at the location



Map View Showing Service Points on a Distribution Circuit Color-Coded by Voltage Level

Interactive Mapping

Understanding the state of your distribution grid requires spatial awareness of issues. Itron Analytics provides integrated mapping and interactive mapping features that empower operators to customize maps to the investigation needs of the moment. Using ESRI® technology, Itron Analytics incorporates maps into every view, allowing utilities to utilize existing GIS infrastructure and map layer assets. Included in Itron Analytics mapping features are:

- » Service point, transformer and substation representation with informative data popups
- » Relationships between transformers and service points using network connectivity lines
- » Tools to select service points to receive summary load information or update results
- » Interactive map buttons, display layers and slider controls allow operators to customize how the data is filtered and represented geospatially
- » Swappable base maps let utilities and AMI operators pick the mapping imagery that makes the most sense for them financially and operationally



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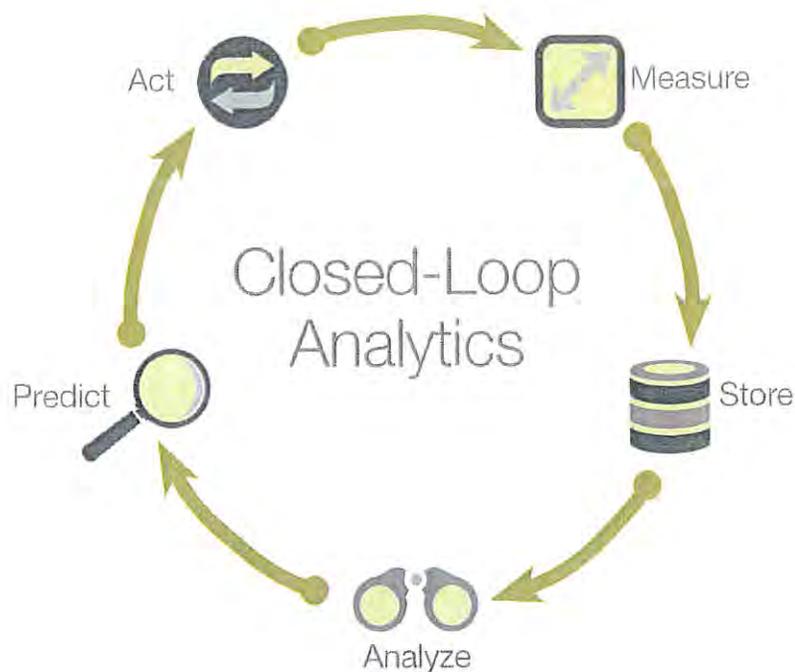
Fax: 1.509.891.3355



Itron

Itron Analytics

Maximize the Value of Your Smart Grid



Complete Data Intelligence Lifecycle

The ultimate goal of the smart grid is to ensure safe and reliable delivery of energy. Building your smart grid infrastructure is just the first step in improving the way you manage and deliver energy. Operational analytics are key to achieving that goal, but do you have an analytics strategy and a plan for reaching the full potential of your smart grid investment?

Market forces and new technologies are driving utilities to transform their operations and business capabilities. An increasingly interactive grid, rising public expectations and utility accountability, a retiring workforce and faster outage restoration are just some of these factors. To adapt, utilities must embrace new technologies and strategies that will improve grid intelligence and employee productivity for a diverse set of objectives.

Itron's solution, built on a complete data lifecycle infrastructure, provides data essential to understanding your distribution grid and optimizing your investments and quality of service. We extend our proven hardware and software platform with an analytics solution that is robust enough to meet your current analytic needs, but flexible enough to evolve with your business.

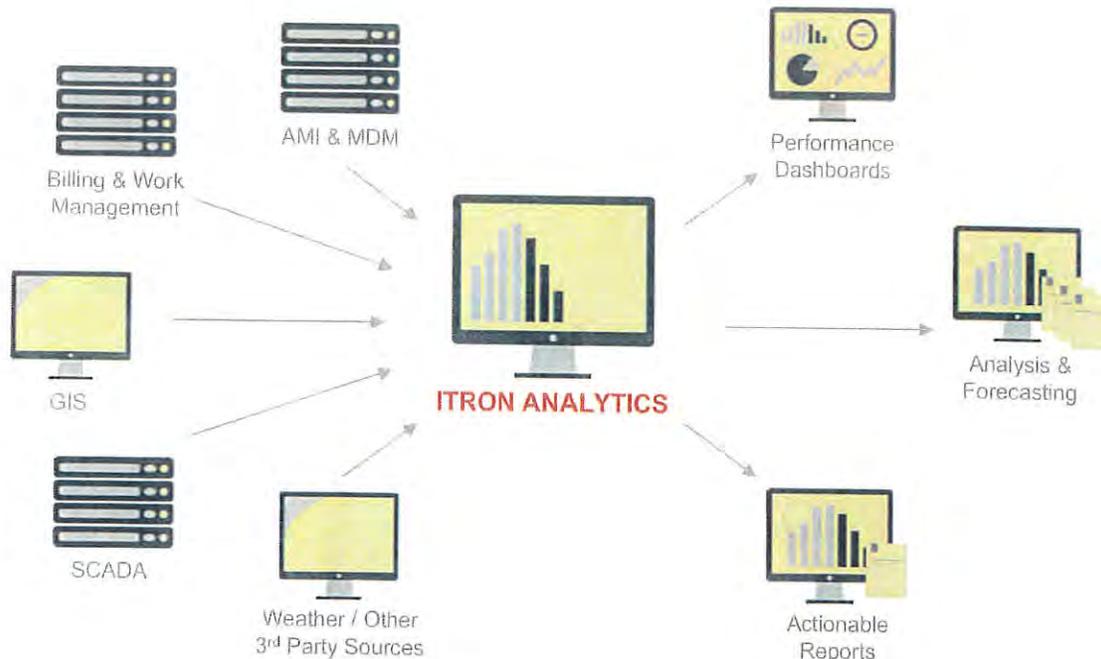
Using Itron's decades of experience in metering, utility operations, distribution systems, data management, technology partnerships and innovation, we are proud to deliver Itron Analytics, a suite of analytic software outcomes utilizing the robust and secure Microsoft Azure cloud services platform. In conjunction with Itron consulting services, utilities now have the ability to quickly leverage the power of analytics to reduce operational cost, improve efficiency, increase customer satisfaction and satisfy regulatory pressures. Itron Analytics allows utilities to:

- » Aggregate data across operational, transactional and financial silos to garner a better, more intelligent understanding of the business
- » Identify anomalies in order to automatically reroute electric paths away from failed devices or links
- » Improve grid reliability and efficiency
- » Reduce technical and non-technical losses
- » Reduce the need for site visits through automated, remote meter reading and billing.

Your utility may be closer to operating in the smart grid than you realize.

Utilities are implementing systems with the potential to collect more information than ever before. Until recently, a significant volume of critical systems information was collected via SCADA systems and related to sections of the system above the transformer level. Data below the transformer was usually limited to lower resolution metering data, for a very limited number of data types and for billing purposes.

SCADA systems are only one of many data sources that a utility can leverage for analytic purposes. Customer Information Systems (CIS) may already contain large amounts of information that go way beyond basic billing, such as customer demographics and premise construction details. GIS systems have long played a key part in utility business processes, and meter data management systems



Itron Analytics: Transforming Disparate Data to Useful Information

can provide billing quality data where such validated and estimated data is beneficial. Over time, the majority of utilities have accumulated a significant history of these different data types, and these can all be extremely useful types of data when using Itron Analytics.

The technology now exists for utilities to collect highly detailed information right down to the point of delivery. This was not previously possible due to technology constraints and limited business drivers to justify investments and data collection. Using new data from smart meter systems, and combining it with the data that utilities likely already have, means that utilities can see the benefits of analytics in their systems much sooner than they may realize.

RISING TO THE CHALLENGE: ITRON ANALYTICS

Itron Analytics supports the complete data intelligence lifecycle and helps utilities reach a state where data analytics enable more proactive management strategies and optimization. Through a combination of both software and services such as Voltage Analysis, Reliability Analysis, Transformer Load Management, Theft Detection, Outage Detection and Customer Service outcomes, utilities are given the tools to gain valuable insight into their operations.

Voltage Analysis

Power quality is becoming an increasingly critical factor for the utility industry. Customers' needs are changing, distributed energy generation is more and more prevalent and utility-owned alternative energy sources are growing more diverse in nature and geographic location. These are just some of the factors pushing the utilities toward a more proactive approach to guarantee quality voltage delivery.

Itron Analytics monitors voltage at every delivery point in the distribution network, allowing analysts to evaluate and understand the impacts of this changing landscape. Trends can be monitored and system improvements developed with a holistic approach using measured data, rather than reacting to individual customer complaints or relying solely on system models. The Voltage Analysis outcome gives insights into the quality of your power delivery on the grid. This leads to proactive, condition-based decision making related to endpoint voltage delivery.

- » Monitor precise voltage at every delivery point in your network
- » Proactively identify deficient equipment; reduce technical loss
- » Identify problem areas and CVR/VVO opportunities
- » Quantify and justify voltage management initiatives
- » Validate issues prior to action
- » Management of collection, storage and spatial visualization of voltage data



Reliability Analysis

With more frequent and powerful storms, utilities have a renewed focus on improving power reliability and being as efficient as possible with restoration efforts. Using Itron Analytics, operators can monitor and report the exact times of service interruption at each customer and use results to measure improvement in restoration time from automated distribution processes. Operators can also track and report on key performance indicators according to feeder, region and service territory. Itron's Reliability Analysis outcome allows the utility to analyze all of the outage data generated from a smart grid network in order to proactively improve overall reliability.

- » Resolve outages faster
- » Improve response to customer inquiries
- » Identify locations at risk of future failures by monitoring momentary outages
- » Create reports of industry-standard performance indicators such as SAIFI and CAIDI

Transformer Load Management

Changing weather patterns, aging infrastructure and increased adoption of electric vehicles and other new technologies are creating new challenges for utilities to sustain grid reliability and effectively manage distribution assets. The Itron Analytics Transformer Load Management outcome utilizes smart meter data and weather data to monitor and analyze secondary transformer loading levels and accurately report on asset health at a scale never before possible. Loss-of-life calculations are performed to assist planners in effectively allocating capital for proactive transformer replacement where necessary. Transformer Load Management also includes what-if-scenario analysis capability so that operators can accurately predict the impact that new loads, such as electric vehicles, will have on transformers.

- » Provide up-to-date load detail on distribution transformers
- » Identify over-utilized, under-utilized and at-risk transformers
- » Assess unanticipated load increases that may result in asset failure
- » Evaluate transformer sizing using loading history and peak seasonal loads

Theft Detection

With the advent of smart meter deployments, utility operations staff loses a vital resource: the meter reader's eyes and ears on the street. Itron's Theft Detection outcome includes algorithms, data filters and pattern detection capabilities to identify meter tampering and service bypass conditions all in the back-office.

- » Identify energy and revenue losses across distribution grid, from feeder to meter
- » Utilize AMI data and data from other sources to pinpoint potential theft
- » Decipher and prioritize tamper messages and patterns
- » Provide desktop investigation tools such as mapping, visualization of service point history, load comparison tools, etc.



Outage Detection

Delivering consistent and reliable energy to customers is a priority for utilities. When service is interrupted, the utility is expected to restore service as quickly and efficiently as possible. Itron Analytics Outage Detection outcome interprets the tsunami of raw power outage and restoration notifications to deliver an accurate, continuous feed of information to the utility on the state of their distribution grid. Ongoing, precise updates enable crews to quickly and efficiently target their response during all phases of outage operations. Results are achieved by combining traditional outage exception alarms with "location awareness" via Itron's patented Transformer Connectivity offering, which provides an accurate and updated connectivity model of utility distribution phase and transformer connectivity. Itron Analytics identify duplicate alarms and momentary interruptions and apply results to this grid topology to accurately determine outage extents, even in cases when a subset of PONs or PRNs are received.

- » Target outage response quickly and effectively
- » Determine accurate outage extents, even with subset of alarms
- » Eliminate duplicate alarms and momentary interruptions from OMS
- » Validate and continuously updating outage extents with automated, strategic meter pings
- » Discover nested outages during restoration
- » Support full-AMI or bellwether meter deployments



Customer Portal

The expectation across the industry is to make smart meter data available to consumers if interval readings are being collected. Providing access to view and understand energy usage information helps utilities meet customer expectation and increase customer satisfaction. By engaging with customers through online accounts it is possible to drive lower demand at costly peak load times and guide customers to proactively manage their energy usage. Itron's Customer Portal can be linked to utility online accounts through Single Sign-On features to create a seamless customer experience. Utilities can use Itron's web presentment tool to:

- » Provide customers access to granular consumption history
- » Send messages to customers within the Customer Portal
- » Allow customization for energy usage goals and alerts
- » Be "mobile-ready" with phone and tablet support

ITRON SERVICES

Itron Services is comprised of five main service categories, each with a solution offering that caters to your unique business needs.

- » **Consulting & Analysis Services** — Itron's Consulting and Analysis (C&A) group provides clients with custom research, evaluation and consulting services focused on maximizing the value of distributed energy resources (DER) and creating a cleaner, more cost-effective and more reliable grid.
- » **Energy Forecasting Services** — Itron's forecasting services are designed specifically to address utility forecasting needs and are widely used to implement short- and long-term forecasting processes.
- » **Managed Services** — Itron's Global Managed Services team tailors solutions and outcomes based on customer needs, ranging from system monitoring to full infrastructure implementation and operations management to provide utilities with reduced upfront costs and risk, faster benefit realization, immediate expertise, best practices and innovation, and solutions poised for growth.
- » **Delivery Services** — Itron's Global Delivery Services team offers a range of services to accelerate our client's success and benefit realization with the deployment of Itron software and hardware solutions.
- » **Support Services** — Itron Global Support Services facilitates the maintenance and optimization of software, hardware, resources and business processes. By improving our customer's technical knowledge of Itron solutions, we increase confidence when conducting day-to-day operations, routine maintenance and periodic reconfigurations and upgrades.

FAST DEPLOYMENT AND TIME TO VALUE

Itron Analytics for smart grid is offered as a Software as a Service (SaaS) solution utilizing the Microsoft Azure cloud platform. Itron's SaaS-based approach helps utilities realize value quickly and at the same time supports scaling deployments at a pace that is comfortable.

END-TO-END SMART GRID SOLUTION

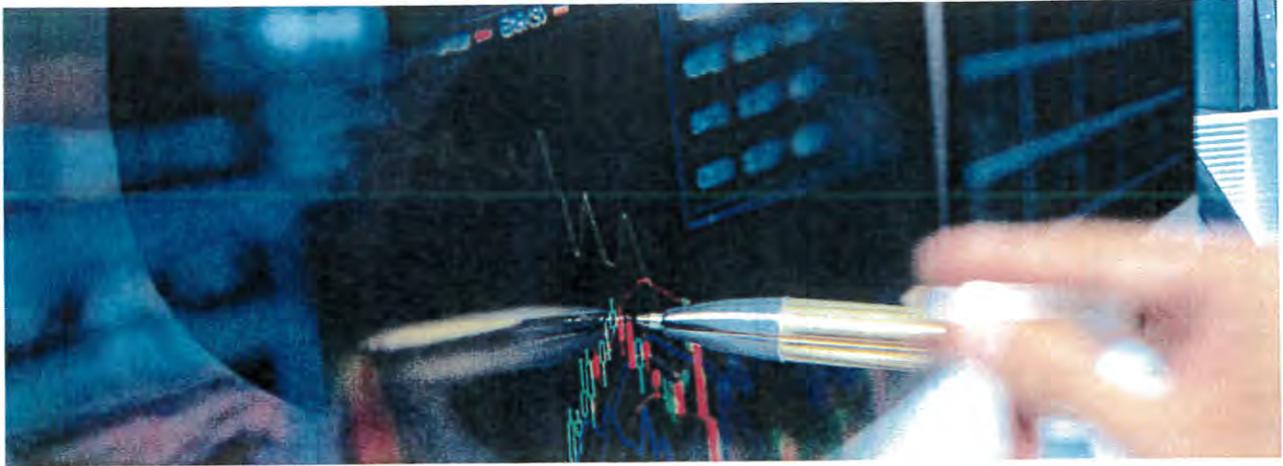
Itron Analytics is pre-integrated with Itron's market leading smart grid solutions to reduce risk, lower implementation costs and provide faster time to value. With this integration, Itron provides utilities with a complete smart grid solution including meters, grid sensors, networking, data collection, data management and consulting services. To further intelligence and insight, Itron Analytics includes analytics tailored to leverage the unique voltage sensing and alarming capabilities included in Itron's smart metering solutions.

Itron Analytics for smart grid also includes data integration adapters which integrate to third-party systems such as GIS, workforce management, SCADA, CIS systems and third-party AMI and MDM systems.

FOCUS ON CONTINUING INNOVATION

The Itron Analytics roadmap is ambitious and aggressive. Itron strongly believes that analytics is a key component to extending the value of smart metering and smart grids. Itron is making significant investments in research and development to discover and productize new analytics use cases and algorithms. Utilities that leverage the Itron Analytics platform will benefit from this continuous investment in innovation.





ANALYTICS AT THE EDGE

More and more smart meters are utilizing common IT technologies also used in laptops, personal computing, and smart phones including memory, processing, and networking capabilities. The Itron smart grid network relies on open standards communications (TCP/IP) allowing a multiservice network that supports prioritized network use and can be managed by standard Network Management System tools. In essence, a smart meter network represents a geographically dispersed networked computing and communications platform that overlays the utility's service territory. This distributed intelligence and digital measurement metering technology can be leveraged in several ways to offer advantages and new exciting capabilities in the smart grid analytics arena. A meter that is aware of network connectivity enables the analysis of grid issues near the root cause of the problem, minimizing the burden on the communications network and the need to send data to the back office. Communication between meters provides a low-latency communication opportunity for complex event processing and action in real time. This type of scenario utilizes the millions of meters' CPUs for coordinated analytic processing at the edge.

MAKE THE SMART MOVE TO ITRON ANALYTICS

Utilities are now faced with more rapid change and increased expectations than almost any other time. The grid is becoming more participatory (two-way), there are ongoing increases in the reliability, service and engagement level that customers expect, and regulators are awaiting results from smart grid investments. Itron's years of industry insight and experience, combined with our Itron Analytics solution and consulting services, will provide you with the cutting-edge analytic capabilities of today and prepare you for the emerging priorities of tomorrow. Itron Analytics enables the utility to realize the full value of the smart grid.



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Outage Detection

Itron Analytics

Improve outage response with real-time intelligence. Delivering consistent and reliable energy to customers is priority one for utilities. When service is interrupted, the utility is expected to restore service as quickly and efficiently as possible. Smart metering technology has added a useful data stream to the outage management equation, but it is not a panacea in itself. In fact, the current state of outage detection via the smart metering network is still an inferential, data-intensive exercise relying on how many affected meters can successfully transmit “last gasp” outage alarms to utility back end systems.

ITRON APPROACH

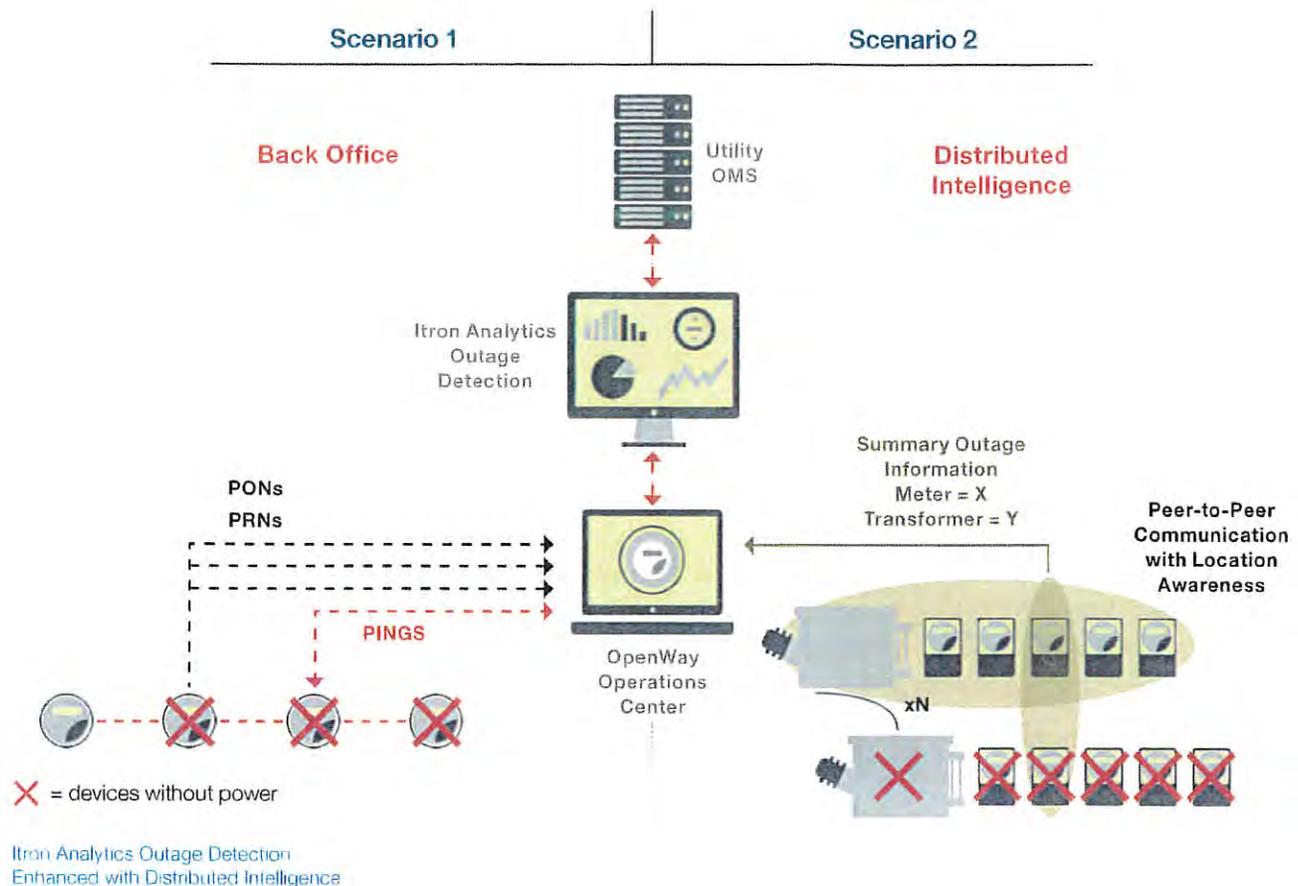
Though these capabilities have enabled utilities to achieve operational improvements in their processes, smart meters have yet to live up to their promise of improving outage management. Itron Analytics is changing this by delivering timely and actionable intelligence in the context of the distribution network.

Converting the Tsunami of Raw Data into Actionable Information

The Itron Analytics Outage Detection outcome interprets the tsunami of raw power outage and restoration alarms to deliver an accurate, continuous feed of information to the utility on the state of their distribution grid. Ongoing, precise updates enable crews to quickly and efficiently target their response during all phases of outage operations.

Results are achieved by combining traditional outage exception alarms with “location awareness” via the Itron Grid Connectivity offering, which provides an accurate and updated model of utility distribution phase and transformer connectivity. Analytics identify duplicate alarms and momentary interruptions, and apply results to this grid topology to accurately determine outage extents, even in cases when a subset of outage and restoration notifications are received.

Furthermore, Outage Detection determines strategic meters in and around the outage area and automatically initiates ping requests through the OpenWay® Operations Center Collection Manager. Results are used to validate the initial assessment and continually update outage models during restoration. This continual, active examination of dynamically selected meters minimizes network traffic and effectively identifies problematic nested outages. Processes continue until all endpoints are confirmed as restored.



Effective Integration with Other Enterprise Systems

The Outage Detection outcome is not a comprehensive outage management system (OMS), but it can be an efficient and intelligent tier between the AMI network and an enterprise OMS. A grid topology model is used and optimizes communication methods with the collection system to quickly and accurately determine outage extents and communicate results to the OMS. Depending on the utility goals and OMS capabilities, Application Program Interfaces (APIs) deliver outages at any equipment level from individual endpoints to summary results at transformer, sectionalizing devices, or entire feeders and substations.

In cases where a utility OMS is not required, or desired, Outage Detection provides the tools for effective outage response. Near real-time outage notifications may be configured to alert response personnel via email, text and mobile displays. Back office personnel are kept in the know via web-based desktop geospatial views and tabular displays, continuously updated in near real-time. APIs expose real-time outage status to other enterprise systems such as customer-facing GIS or emergency response agencies.

WITH OUTAGE DETECTION, UTILITIES BENEFIT BY:

- » Quickly and effectively targeting outage response
- » Determining accurate outage extents, even with a subset of alarms
- » Eliminating duplicate alarms and momentary interruptions from OMS
- » Validating and continuously updating outage extents with automated, strategic meter pings
- » Discovering nested outages during restoration
- » Supporting full-AMI or bellwether meter deployments
- » Enabling effective outage response, with or without an OMS

Itron Analytics All Divisions/VII Regions

Outage Detection

Service Point 1903 ?

Last refreshed at: 01:27:2017 2:44:05 pm

Current Interruption

| Equipment Name | Equipment Type | Start Time | Number of customers |
|----------------|----------------|---------------------|---------------------|
| B_SPU121 | SubstationBank | 01-27-2017 13:09:18 | 1903 |

Itron Analytics Outage Detection Dashboard Showing Current Interruption Activity

FEATURES

Itron Analytics introduces a modern and intuitive web-based user interface that enables analysts to see current and recently restored power interruptions in their area.

Dashboard View

Outage Detection includes a dashboard that offers:

- » Map view of current and recently restored interruptions by service territory or geographic area
- » Tabular view of active and recently restored outage activity
- » Precise start and end times of all equipment interruptions, including customers affected
- » Total service points currently affected
- » Automated and manual updates of latest AML results

Real-time Notifications

Analysts and response personnel can subscribe to notifications generated immediately when outages are detected in their area of interest.

- » Receive email or text formats including affected equipment, start time, phase, location and number of customers
- » Subscribe to specific service centers, substations, feeders or key customers
- » Limit notifications to total customers affected or minimum interruption duration



Near Real time Display of Ongoing and Recently Restored Interruptions

Application Programming Interface

Outage Detection provides a web service interface for third-party applications to access currently active or historical outage details such as equipment type, location, start/end times and number of customers affected. Interruption status is continually updated throughout restoration to provide up-to-date information for GIS or other utility systems.



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Reliability Analyst

Itron Analytics

With more frequent and powerful storms, utilities have a renewed focus on improving grid reliability and being as efficient as possible with their restoration efforts. Using Itron Analytics, operators have access to the exact times of every service interruption at each customer location. Itron's Reliability Analyst application empowers operators to analyze all of the outage data, geospatially and in the context of the distribution network, to proactively improve overall reliability, outage response and customer satisfaction.

Reliability Analyst presents IEEE reliability indices and other key performance indicators by feeder, region and service territory. Tracking these indicators enables operators to target maintenance efforts and system improvements precisely in the areas that need it most, maximizing the value of investment. Post-improvement results are used to quantify and validate the effectiveness of the actions taken both statistically and with outage visualizations. Analysis of momentary interruptions in the context of the distribution network and

protective devices can be especially useful to identify and mitigate imminent problems. Using the Reliability Analyst application, coincident momentary outages, or blinks, can be quickly traced upstream, by phase, to the source so crews can fix the issue before a larger problem occurs.

WITH RELIABILITY ANALYST, UTILITIES BENEFIT BY:

- » Accessing precise interruption times for every service point in the system
- » Identifying poorly performing feeders and geographic areas to optimize maintenance spending
- » Tracing momentary interruptions to source prior to sustained failure
- » "Rolling" interruptions up the distribution hierarchy to source equipment and eliminate redundant reporting
- » Quantifying the impact of sectionalizing devices and maintenance programs
- » Reporting IEEE reliability indices by feeder, region or entire service territory for any date range
- » Accessing raw data for custom calculations and reporting

FEATURES AND BENEFITS

Itron Analytics introduces a modern and intuitive web-based user interface that helps engineers see the current and historic conditions and issues in their area.

Dashboard View

The Reliability Analyst application includes dashboard views that offer:

- » Quick summary information of momentary and sustained interruptions by service territory, a geographic area or individual circuit
- » IEEE reliability indices calculated for each distribution circuit for user-defined date selection
- » Geospatial mapping of momentary and sustained interruption activity on each feeder, with time-series playback
- » Summaries of interruptions rolled up to parent transformer, feeder section, feeder or substation
- » Identification of worst-performing feeders and service points
- » Interruption timeline of endpoint counts with exact time of interruption and restoration
- » List of endpoints and equipment that experienced momentary or sustained interruption events



Outage and Restoration Playback in Map View

Custom Query Tool

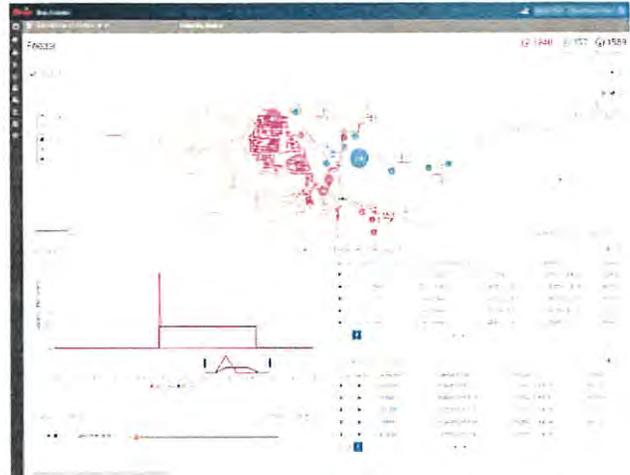
Reliability Analyst includes an intuitive and easy-to-use query tool that offers:

- » Creation of simple searches based on service point ID
- » Creation of more complex searches based on combinations of attributes, including interruption counts and durations
- » Geospatial view of search results
- » Tabular details of results displayed in a grid
- » Quick links from map or grid to a detailed view and measurements at endpoints

Service Point Detail View

Reliability Analyst includes a Service Point Detail view that offers:

- » Map view of the service point with links to others on the distribution transformer
- » Graphical views and export of load profile measurements
- » Graphical views and export of voltage measurements
- » Tabular views of meter device events and analytic business events at the location



Reliability Analyst Dashboard Displaying Details for Single Distribution Feeder

Interactive Mapping

Understanding the state of the distribution grid requires spatial awareness of issues. Itron Analytics provides integrated mapping and a number of interactive mapping features that empower operators to customize maps to the investigation needs of the moment. Using ESRI® technology, Itron Analytics incorporates mapping into every view allowing utilities to leverage existing GIS infrastructure and map layer assets. Itron Analytics mapping features include:

- » Service point, transformer and substation representation with informative data popups
- » Relationships between transformers and service points using network connectivity lines
- » A lasso selection tool to select service points and get summary load information
- » Interactive map buttons, display layers and slider controls allow operators to modify how the data is filtered and represented geospatially
- » Swappable base maps let utilities and AMI operators pick the mapping imagery that makes the most sense for them financially and operationally



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Theft Detection

Itron Analytics

Energy theft and tampering has become a major concern for utilities. Offenders continue to become more creative and are illegally diverting more energy than ever. Whether through relatively simple meter tampering or sophisticated diversion schemes, energy diversion is a public safety concern and can have a considerable effect on a company's bottom line.

Traditionally, utilities have discovered energy theft only after a customer's usage drastically decreases, a chance sighting of illegal activity or when field personnel notice signs of tampering at the meter. The tools to measure and continually monitor for signs of theft activity have been inadequate and unable to scale to address the problem.

Itron Analytics Theft Detection encompasses metering, data management and analytics so that unmetered energy use can be identified and addressed.

With Theft Detection, utilities benefit by:

- » Identifying new theft candidates through a thorough desktop investigation before turning it over for field investigation
- » Alerting utility personnel immediately of meter tampering in the field
- » Measuring the effectiveness of various analytics used to detect theft
- » Changing and growing analytics over time to better meet their needs

FEATURES AND BENEFITS

Itron Analytics introduces an intuitive and thoughtful user interface that helps theft investigators see current and historic data related to theft.

Dashboard View

Theft Detection includes a dashboard view that offers the following:

- » KPIs that indicate the number of service points that have had a theft analytic event during the selected time period

- » Geospatial mapping of theft events in the area
- » A graph showing the number of theft events by analytic type
- » Drill-down links to more detailed lists and individual theft service point pages

Query Tool

Theft Detection includes a query tool that offers the following:

- » Simple searches based on an ID
- » More complex searches based on individual theft analytics and combinations of customer and meter attributes
- » Spatial views of search results
- » Results displayed in a grid with additional attributes for search and filter (e.g. business code, meter type, account status and more)
- » Drill-downs from a map or grid to a more detailed view of the service point



Search Results Shown in a Map and a Grid

Service Point View

Theft Detection includes a service point view that offers the following:

- » The ability to see the service point location on a map along with transformer and other connected service points
- » A timeline view of the load data with theft event and service order markers on the data
- » A graphical view of the load profile by day
- » A view of various properties and summary data that will aid investigations



Theft Detection Advanced Search Control

Customizable Analytics

Identification of theft is a dynamic problem. With Theft Detection, analytic events used to identify theft candidates can be customized to meet the utility's unique needs. Combinations of meter events, time spans, load changes and thresholds can be defined by the utility or collaboratively with Itron consultants. These custom analytics events can identify potential theft suspects for all types of mechanisms used in the field to divert energy. This capability gives the utility the ability to modify and extend theft analysis to meet changing theft practices without having to wait for future product upgrades.

Interactive Mapping

Understanding the state of the distribution grid requires spatial awareness of issues. Itron Analytics provides integrated mapping and a number of interactive mapping features that empower operators to customize maps to the investigation needs of the moment. Using ESRI® technology, Itron Analytics incorporates maps into every view, allowing utilities to leverage existing ESRI infrastructure and map layer assets. Included in Itron Analytics mapping features are:

- » Service point representation with informative data popups
- » Relationships between transformers and service points using network connectivity lines
- » Interactive map buttons, display layers and slider controls which allow operators to modify how the data is filtered and represented geospatially
- » Swappable base maps which let utilities and AMI operators pick the mapping imagery that makes the most sense for them financially and operationally. Itron Analytics support ESRI, OpenStreetMap and Google Maps with Street View.



Interactive Map Showing Theft Candidates



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Transformer Load Management

Itron Analytics

Managing distribution transformer utilization has been a challenge to utilities for decades. Without tools to monitor transformer load, utilities have to rely on statistical models using assumed load profiles to establish sizing guidelines. Changing weather patterns, aging infrastructure and increasing adoption of electric vehicles and distributed generation are quickly making this approach ineffective and obsolete.

Itron Analytics Transformer Load Management utilizes aggregated data from service points or distribution transformer meters to calculate loss-of-life and transformer utilization more accurately and on a scale never before possible. Near real-time measurements provide up-to-date loading details and unanticipated load increases. Historic data provide a loading history on each transformer to evaluate higher than expected loss-of-life and optimal sizing for replacement.

Transformers experiencing loading above the nameplate rating or excessive loss-of-life are detected and reported using dashboard summaries and alerts. Priority lists focus the analyst's attention on worst-case offenders by region or by feeder.

WITH TRANSFORMER LOAD MANAGEMENT, UTILITIES BENEFIT BY:

- » **Identifying at-risk transformers:** Create lists of transformers that can be used in replacement programs. Users can create the list based on many available attributes such as percent of kVA rating, loss-of-life calculations, high voltage and hot spot temperature.
- » **Maximizing usable life:** Enable full return on transformer investment by ensuring loading is in target range.
- » **Managing impact of sudden load growth:** View the impact of new unexpected loads on the transformer. Perform 'what-if' analysis to investigate strategies for managing new load.
- » **Identifying under-utilized transformers:** Determine which transformers are not being fully utilized and could be moved or have additional load added to maximize the value of the asset.
- » **Right sizing:** When new transformers are being replaced, right size new transformers to handle existing load and possible load growth.
- » **Accessing up-to-date loads:** Make informed decisions with up-to-date information during storm restoration, car-pole accidents or routine pole maintenance.

FEATURES AND BENEFITS

Itron Analytics introduces an intuitive and thoughtful user interface that helps grid engineers see the current and historic conditions and issues in their area.

Dashboard View

The Transformer Load Management app includes a dashboard view that offers the following:

- » Quick summary information about the service territory, an area or an individual feeder
- » Geospatial mapping of overloads, excessive loss-of-life and winding failure suspects
- » KPIs that indicate the number of transformer overloads, the number of transformers with excessive loss-of-life and the number of winding failure suspects
- » A list of top overloaded transformers with the ability to quickly ID them on the map
- » A load distribution graph that allows users to quickly go to a list of overloaded transformers

Query Tool

Transformer Load Management includes a query tool that offers the following:

- » Simple searches based on device ID
- » More complex searches based on combinations of attributes
- » Spatial view of search results
- » Grid display of results
- » Drill-downs from map or grid to a more detailed view of the transformer

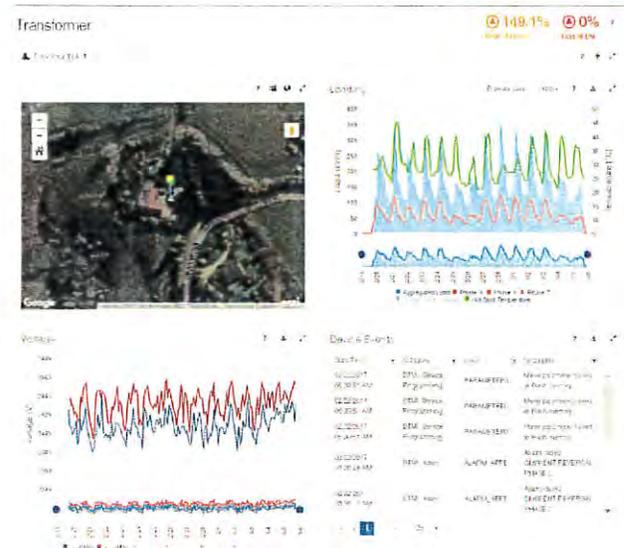


Transformer Load Management Dashboard

Transformer Detail View

Transformer Load Management includes a Transformer Detail view that offers the following:

- » The ability to see each transformer located on a map
- » Graphical view of load profile data
- » Graphical view of voltage data
- » A view of various properties of the transformer



Transformer Detail Page

Interactive Mapping

Understanding the state of the distribution grid requires spatial awareness of issues. Itron Analytics provides integrated mapping and a number of interactive mapping features that empower operators to customize maps to the investigation needs of the moment. Using ESRI® technology, Itron Analytics incorporates maps into every view allowing utilities to leverage existing ESRI infrastructure and map layer assets. Included in Itron Analytics mapping features are:

- » Transformer and substation representation with informative data pop-ups.
- » Relationships between transformers and service points using network connectivity lines, when provided.
- » Interactive map buttons, display layers and slider controls allow operators to modify how the data is filtered and represented geospatially.
- » Swappable base maps let utilities and AMI operators pick the mapping imagery that makes the most sense for them financially and operationally. Itron Analytics support ESRI, OpenStreetMap and Google Maps with Street View.



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ATTACHMENT 5

Master Sales Agreement

MASTER SALES AGREEMENT

General Terms and Conditions

This Master Sales Agreement (this "**Agreement**") is made between Itron, Inc. an entity organized under the laws of Washington having an address at 2111 N. Molter Road, Liberty Lake, WA 99019, USA ("**Itron**") and City of Banning CA, an entity organized under the laws of [Customer Jurisdiction of Formation], having an address at 176 East Lincoln Street Banning, CA 92220US ("**Customer**") on 9/18/2018 ("**Effective Date**").

1. Introduction.

- 1.1. **Scope and Structure.** This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Order Documents and Statements of Work.
 - 1.2. **General Terms and Conditions.** These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.
 - 1.3. **Addenda.** Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may add Addenda to this Agreement by written amendment after the Effective Date.
 - 1.4. **Order Documents.** Order Documents contain Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may execute additional Order Documents after the Effective Date.
 - 1.5. **Order of Precedence.** In the event of a conflict between these General Terms and Conditions and an Addendum, the Addendum shall control. In the event of a conflict between an Order Document and these General Terms and Conditions or an Addendum, the Order Document shall control, but only with respect to the applicable products and services. These General Terms and Conditions, an Addendum or Order Document, as applicable, shall control over any conflict with a Statement of Work.
 - 1.6. **Purchase Order Requirement.** Customer shall purchase or license products or services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document accepted by Itron ("**Purchase Order**") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and contract reference. No contingency contained on any Purchase Order shall be binding upon Itron. The terms of this Agreement shall apply, regardless of any additional or conflicting terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron, and any such additional or conflicting terms are deemed rejected by Itron.
2. **Definitions.** The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, cost or expense (including reasonable attorney's fees) or other relief.

Confidential Information means any confidential, trade secret or other proprietary information disclosed under this Agreement that is designated as "confidential" or which a reasonable person would assume is

confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving Party; (ii) is rightfully in the receiving Party's possession, or known by it, prior to its receipt from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving Party independently and without reference to the disclosing Party's Confidential Information.

Customer Data means all data about Customer's existing or prospective end users that Itron acquires, develops, or derives in connection with performance under this Agreement. Such customer data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to identify a particular Customer end user or a prospective Customer end user, which information is not generally available to the public.

Defended Party means a Party entitled to defense from the Defending Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.

Defending Party means a Party obligated to provide defense to the Defended Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other information relating to products and services offered by Itron, which Itron customarily makes available to its customers.

Fees means all amounts payable to Itron by Customer for products and services provided under this Agreement, as set forth in an Order Document or Statement of Work.

Force Majeure means any cause that is beyond a Party's reasonable control and without a Party's fault or negligence, including, but not limited to, accidents, riots, insurrections, acts of terrorists or any public enemy, acts of civil or military authorities, war, epidemics, fires, floods, earthquakes, severe weather, lightening, power outages, denial of service/virus/hacking attacks, disruptions in the flow of data to or from networks, embargoes, strikes, the inability to obtain required materials, qualified labor, or transportation, or the denial of or delays in processing of export licenses.

Intellectual Property and **Intellectual Property Rights** mean all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

Order Document means (i) any document attached hereto and identified as an Order Document on the Attachment Schedule on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is executed by the Parties after the Effective Date.

Parties means Itron and Customer, together.

Party means Itron or Customer, individually.

Statement of Work or **SOW** means (i) any document describing services to be provided by Itron that is (i) attached hereto and identified as a Statement of Work on the Attachment Schedule, or attached to an Order Document, on the Effective Date, or (ii) any other document identified as a Statement of Work that references this Agreement and is executed by the Parties, or is attached to an Order Document that is executed by the Parties, after the Effective Date.

Territory means the country in which Customer's principal place of business is located.

3. Term.

Unless this Agreement is terminated earlier pursuant to Section 11 ("Termination") of these General Terms and Conditions, the term of this Agreement commences on the Effective Date and expires 60 months thereafter; provided, however, any in-process Statements of Work and any accepted Purchase Orders as of the expiration date shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion.

4. Warranties and Disclaimer.

4.1. Warranties. All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

4.2. Disclaimer. Except for the express warranties provided by Itron under this Agreement, Itron makes no warranty of any kind relating to products and services and disclaims all implied warranties, including without limitation, (i) implied warranties of merchantability or fitness for a particular purpose, (ii) warranties of title and against infringement, and (iii) warranties arising from a course of dealing, usage or trade practice. To the extent any implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Itron and its suppliers do not warrant or represent that products or services will be free from bugs, errors or that their use will be uninterrupted or error-free. Itron assumes no liability or responsibility for any interruption or cessation of transmission to or from its data centers or data centers of its vendors via WAN, cellular or other public communications or broadband systems (including outages, device non-reachability, loss or inaccurate reading) or for any consequences, losses, or damages arising from changes made by Customer to the content or programming of equipment (unless caused by a defective product). These disclaimers will apply notwithstanding any failure of the essential purpose of any limited remedy provided under this Agreement.

5. Intellectual Property.

5.1. Reservation of Intellectual Property. Subject to the limited rights expressly granted by Itron to Customer under this Agreement: (i) Itron reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Customer owns all right, title and interest in and to its Confidential Information and Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those delivered to Customer.

5.2. Customer Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

6. Fees, Invoicing, Payment, and Taxes.

- 6.1. Fees.** Fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work.
- 6.2. Invoicing.** Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work.
- 6.3. Payment of Invoices.** Customer must pay each invoice without setoff within thirty (30) days of the invoice date. Payment must be made in USD. Itron may charge a late payment fee on any unpaid overdue Fees in an amount equal to the lesser of: (a) one percent (1%) of such Fees per month, or (b) the maximum rate allowed by applicable law.
- 6.4. Freight and Taxes.** All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charge or upon this Agreement. Customer shall pay any taxes related to products and services provided pursuant to this Agreement (except for taxes based on Itron's net income) or shall present an exception certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice.

7. Third-Party Claims.

- 7.1. General Claims.** The Defending Party will defend the Defended Party from and against Claims arising from personal bodily injury, death, or damage to tangible personal property or real property to the extent caused by the negligence of the Defending Party or its employees, agents, or contractors under this Agreement.
- 7.2. Infringement Claims.** Itron will also defend Customer from and against Claims arising from an allegation that any Itron-branded products or services infringe upon any third party's Intellectual Property Rights within the Territory.
- 7.3. Conditions to Defense.** As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim; (ii) give the Defending Party reasonable information and assistance in connection with the Claim in a timely manner; and (iii) give the Defending Party the sole right to control the defense and settle of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party; (b) there is no injunctive or other non-monetary relief against the Defended Party; and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability in respect of the Claim.
- 7.4. Conditions to Infringement Claim Defense.** If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, provided that it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or Services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the service, as the case may be.
- 7.5. Exclusions to Infringement Claim Defense.** Itron will have no obligation under Section 7.2 above for any infringement Claim to the extent that the Claim results from (i) the combination,

operation or use of any product or service provided by Itron with any product or service (including third-party software and equipment) not provided by Itron, (ii) any modification to products or services made without Itron's prior written consent, (iii) failure to use updated or modified products or services as provided by Itron, (iv) use of any release of Itron software or any firmware other than the most current release made available to Customer, or (v) use of products or services not in accordance with this Agreement and applicable Documentation, (vi) any modification to products or services by a person other than Itron or an authorized representative of Itron, or (vii) Itron's compliance with any designs, specifications, or instructions provided by Customer. In addition, Itron shall not be liable for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

7.6. EXCLUSIVE REMEDY. THIS SECTION 7 CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

8. Insurance.

Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than \$1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than \$1,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than \$1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described, so long as Itron is providing products or services under this Agreement.

9. Data Protection.

The Parties must implement and establish reasonable security protocols for the protection and retention of Customer Data. As between Customer and Itron, Customer will retain its rights in Customer Data; provided, however, Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) so long as Customer is not identifiable and all personally identifiable information is either removed or anonymized, developing new products and services. Itron assumes no responsibility for Customer or third-party content carried on Customer's or Itron's systems. Customer warrants and represents that, during the term of this Agreement, (a) it has the legal right and authority to grant Itron access to view, store, and use the Customer Data to provide products and services, and (b) Itron's transmission, use and storage of any such Customer Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

10. Confidentiality.

Each Party receiving, possessing, accessing or otherwise acquiring Confidential Information of the other Party acknowledges that the disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing Party. The receiving Party: (a) must keep the disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing Party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing Party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving Party's employees,

agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation; provided, however, that the receiving Party must provide prior written notice of a request for such disclosure to the disclosing Party with as much notice as reasonably possible under the circumstances. Customer acknowledges that under Itron's obligations to comply with the U.S. Securities laws, Itron may be required to disclose the execution of this Agreement as part of its reporting requirements to the U.S. Securities and Exchange Commission and hereby consents to such disclosure.

11. Termination.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify (a) the nature of the breach, and (b) the specific act or acts that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay invoices timely will be deemed a material breach of this Agreement.

12. Survival.

The following sections of these General Terms & Conditions shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Introduction), 2 (Definitions), 3 (Term), 4 (Warranties and Disclaimer), 5 (Intellectual Property), 6 (Fees, Invoicing, Payment and Taxes), 9 (Data Protection), 10 (Confidentiality), 11 (Termination), 12 (Survival), 13 (Limitation of Liability), 14 (Disputes), 15 (Governing Law), 16 (Jury Trial Waiver), 17 (Legal Compliance), 18 (Publicity), 20 (Sub-contractor and Outsourcer), 21 (Independent Contractor), and 22 (Miscellaneous). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13. Limitation of Liability.

Except for Customer's violation of Itron's Intellectual Property Rights, neither Party will be liable to the other Party for any consequential, indirect, special, incidental, punitive or exemplary damages arising out of this Agreement or products or services provided hereunder (including, but not limited to, damages for loss of data, goodwill, profits other than amounts payable by Customer to Itron hereunder, investments, use of money or facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets), whether or not foreseeable and even if such Party has been advised of the possibility of such damages. Except for Customer's payment obligations hereunder or violation of Itron's Intellectual Property Rights, neither Party's liability to the other Party arising out of or related to this Agreement or any products or services provided hereunder shall exceed the amounts paid and payable by Customer under the applicable Order Document or Statement of Work during the twelve month period immediately preceding the date upon which the liability arose, regardless of whether any action or claim is based on contract, warranty, indemnity, negligence, strict liability or other tort or otherwise.

14. Disputes.

Any dispute arising under this Agreement or relating to Itron products and services will be escalated to each Party's applicable project or business manager (each a "Manager"). The appropriate Manager will then notify the other Party's Manager of the issue and meet as soon as reasonable considering the nature and

impact of the issue. If a dispute cannot be resolved by the Managers within a time period that is satisfactory to the Party raising the issue and, in any event, within fifteen (15) days after the initial referral, the Managers will refer the dispute to their respective vice presidents or equivalent. If such vice presidents cannot resolve the dispute within a time period that is satisfactory to the Party raising the issue and, in any event, within ten (10) days after such referral, either Party may pursue any other remedy available to it in law or equity. These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened violations of a Party's Confidential Information or other Intellectual Property Rights, for which the Parties may immediately bring an action, including one seeking injunctive relief without posting a bond.

15. Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the State of Washington, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law.

The Federal District Court, Eastern District of Washington or the Superior Court of Spokane County, Washington shall have exclusive jurisdiction over any claim arising hereunder, provided that either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's Intellectual Property Rights. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

16. JURY TRIAL WAIVER.

EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

17. Legal Compliance.

Each Party must comply with all applicable laws. No export rights are granted under this Agreement, and Customer must not directly or indirectly provide, export or re-export, or otherwise make available (in any form, including visual access), Itron products or technology in violation of any such laws or regulations, without all necessary approvals or licenses. Products and technology may not be provided or made available either directly or indirectly, (i) into Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine or any other country subject to United States trade sanctions, or to individuals or entities controlled by such countries or to nationals or residents of such countries (other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions); or (ii) to anyone on any denied, prohibited, or unverified list maintained by the United States Government, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.

18. Publicity.

Neither Party may issue a press release related to this Agreement or their relationship without the other Parties' prior written consent. The Parties will create and approve for publication a press release

announcing their relationship under this Agreement. Itron may use Customer's name and logo as a part of Itron's normal marketing materials.

19. Nuclear Applications.

Customer acknowledges that products and services orderable under this Agreement are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

20. Sub-contractor and Outsourcer.

Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement. All such subcontractors and outsourcing providers will be bound by written obligations of confidentiality and data security requirements as restrictive as those required under this Agreement.

21. Independent Contractor.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

22. Miscellaneous.

Neither Party will be responsible for any failure to perform due to any Force Majeure event. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms. Section numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof. The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach. This Agreement is not made for the benefit of any third parties. All notices under this Agreement must be sent in writing to the addresses identified in this Agreement or to such other address as such Party has notified the other in writing, will be effective on the date received (unless the notice specifies a later date) and must be sent by a courier service that confirms delivery in writing, or by certified or registered mail, postage prepaid, return receipt requested. This Agreement is in the English language only, which will be the governing language and controlling in all respects. All versions of this Agreement in any other language will be for accommodation only and are not binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement must be in English. Customer may not assign this Agreement or any of its rights hereunder without Itron's prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void. This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. This Agreement contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. This Agreement may not be modified except by mutual written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision.

[Signature Page Follows]

AGREED:

Itron, Inc.

City of Banning CA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Attachment Schedule

| | |
|--|---|
| Alternate Service Level Section | |
| BYOD Terms | |
| Call Center Terms | |
| Cloud Infrastructure | |
| Consumer Engagement Marketing Terms | |
| DEM Software-as-Services Terms | |
| Equipment Addendum | X |
| Equipment Warranty Schedule (EMEA) | |
| Equipment Warranty Schedule (NAM) | |
| In-Field Services Option | |
| INSI-Managed Services Addendum w SLA | |
| INSI-Managed Services Addendum w SLA + Credits | |
| INSI-SaaS Addendum w SLA | |
| INSI-SaaS Addendum w SLA + Credits | |
| INSI-Support Services Addendum (Licensed Customer) | |
| INSI-Support Services Addendum (SaaS or Managed Customer) | |
| Itron Mobile Addendum | |
| Maintenance & Support Services | X |
| Managed Services | |
| Measurement & Validation Terms | |
| MSA DEM Supplemental Terms | |
| Performance Based Services Terms | |
| Professional Services Addendum | X |
| SaaS Addendum | X |
| Software Addendum | X |
| Sales Order Document | |
| Solutions Operations Center (SOC) Maintenance & Support Services Terms | X |

SOFTWARE-AS-A-SERVICE ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Software-as-a-Service Descriptive Overview.** Itron provides customers with an application client or with web browser access to Itron applications running in a shared environment on a Software-as-a-Service Platform. Itron controls, operates, and maintains the Software-as-a-Service Platform, including application management, data, runtime, middleware, operating systems, virtualization, services, storage, and internal networking, for example.
3. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

“Availability Downtime” means the total number of seconds in a Measurement Month of Software-as-a-Service Platform Severity Level 1 Conditions.

“Availability Exclusions (Seconds)” means the total number of seconds in a billing month of Software-as-a-Service Platform downtime due to (a) Software-as-a-Service Platform downtime due to (i) scheduled maintenance and unscheduled, emergency maintenance and updates, (b) conditions beyond Itron’s reasonable control, such as (i) failure of any backhaul between the Software-as-a-Service Platform and the meters, endpoints, or other devices; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron’s contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; and (viii) failures of third-party equipment, hardware, software or services not provided by Itron, and (c) suspension or restriction of service under Section 12.

“Maximum Available Seconds” means the total number of seconds in a Measurement Month minus Availability Exclusions (Seconds).

“Measurement Month” means the then-current calendar month of the Software-as-a-Service Subscription Term.

“Minimum Software-as-a-Service Subscription Term” means the minimum number of annual Software-as-a-Service Subscription Terms that Customer is required to subscribe to, which shall be three (3) years from the Software-as-a-Service Commencement Date unless otherwise stated in the applicable Order Document or Pricing Summary.

“Software-as-a-Service Commencement Date” means the earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup.

“Software-as-a-Service Platform Severity Level 1 Condition” means that the Software-as-a-Service Platform is in a System-Down Condition or Critical Business Impact Condition for which there is no work-around. **“System-Down Condition”** means a condition under which Software-as-a-Service Platform use and operation cannot continue. **“Critical Business Impact Condition”** means a condition under which a critical business function or process of the Itron system cannot be used by Customer.

“Software-as-a-Service Platform” means the software applications, and software and hardware systems and platforms operated and maintained by Itron to provide Software-as-a-Service to Customer.

“Software-as-a-Service Subscription Fee” means the annual fee to subscribe to an Itron application (identified in an Order Document of Pricing Summary) operated and maintained by Itron on its Software-as-a-Service Platform for use by Customer.

"Software-as-a-Service Subscription Term" means an annual subscription to an Itron Software-as-a-Service application.

4. **Software-as-a-Service Subscription.**

4.1. **Annual Subscription.** Software-as-a-Service is offered as an annual subscription, payable in advance each year during the Software-as-a-Service Subscription Term. The Software-as-a-Service Subscription Fee will be charged on the number of meters, endpoints, or other devices registered in the head end software or activated by the cellular carrier.

4.2. **Identification of Software-as-a-Service Applications.** The Software-as-a-Service applications Customer to which Customer is subscribing are identified in Order Document or Pricing Summary to the Agreement.

4.3. **Software-as-a-Service Subscription Term.**

4.3.1 **Minimum Software-as-a-Service Subscription Term.** Customer is required to subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term.

4.3.2 **Fees.** Software-as-a-Service Subscription Fee is identified (by application) in the applicable Order Document or Pricing Summary.

4.3.3 **Commencement of Subscription Term.** The Software-as-a-Service Subscription Term begins upon the Software-as-a-Service Commencement Date. The Software-as-a-Service Subscription Term will renew automatically for one-year terms, unless Customer notifies Itron of Customer's intent not to renew ninety days prior to the expiration the then-current one-year term, or Itron notifies Customer within that same time period of Itron's intent not to renew. The original Subscription Term plus renewal terms may not exceed five (5) years in total, unless otherwise expressly stated in an Order Document.

4.3.4 **Effect of Not Meeting Minimum Software-as-a-Service Subscription Term.** In the event that Customer does not subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term, Itron will invoice Customer an amount equal to unpaid Software-as-a-Service Subscription Fees through the end of the Minimum Software-as-a-Service Subscription Term. Customer must pay that amount within thirty (30) days from receipt of invoice.

4.4. **Invoicing & Payment.** Itron will invoice Customer the Software-as-a-Service Subscription Fee for the first year of service upon the Software-as-a-Service Commencement Date. Thereafter, Itron will invoice Customer the annual Software-as-a-Service Subscription Fee upon the anniversary of the Software-as-a-Service Commencement Date. The Subscription Fee is identified in the Order Document or Pricing Summary identified with this Agreement.

5. **Software License Option.** A Software License Option, if purchased by Customer, will be identified and priced in the Order Document or Pricing Summary. If Customer has purchased a Software License Option, Customer shall have the right at any time during the Software-as-a-Service Subscription Term to license the Itron software applications under Customer's Software-as-a-Service subscription. There shall be no charge to Customer to license the Itron Software applications. The software license terms in the Software License Addendum to the General Terms and Conditions shall apply.

Customer and Itron shall agree upon a statement of work to migrate the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment in which the Itron software applications can be operated. Itron is under no obligation, however, to customize or modify its software applications to perform in Customer's operating environment or that of a third-party, or to provide any middleware, operating systems, virtualization, services, storage, or networking required for the applications to perform in Customer's operating environment or that of a third-party.

The Software-as-a-Service Subscription Term shall cease upon completion of the migration of the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment, as otherwise agreed upon

between Itron and Customer under the migration statement of work. Customer will not be required to pay any amounts under Section 4.3.4 in the event Customer exercises its Software License Option prior to the end of the Minimum Software-as-a-Service Subscription Term.

6. **Monthly Availability % Service Level.**

6.1. **Service Level.** The Monthly Availability % service level for the Software-as-a-Service Platform will meet or exceed 99.5%. Monthly Availability % will be individually measured and calculated for each Software-as-a-Service application each Measurement Month. Itron records and data will be the sole basis for all Monthly Availability measurements and calculations.

6.2. **Service Level Formula.** Monthly Availability % is the total number of Maximum Available Seconds less Availability Downtime divided by Maximum Availability Seconds for a Measurement Month. Monthly Availability Service Level Percentage is reflected by the following formula.

$$\text{Monthly Availability \%} = \frac{\text{Maximum Available Seconds} - \text{Availability Downtime}}{\text{Maximum Availability Seconds}} (100)$$

7. **Documentation.** Itron will provide Customer with a standard set of Documentation for the Software-as-a-Service, such as user manuals and training materials.
8. **Sizing of Software-as-a-Service.** Itron will size its applications, platforms, and systems for Customer's specific system deployment of Software-as-a-Service. System sizing depends on the application and types of devices and sensors – and may be a factor in determining Software-as-a-Service subscription fees. Sizing criteria may include: number of system endpoints, number of collectors, number of repeaters or range extenders, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Sizing changes during the Software-as-a-Service subscription term will require a Change Order and may result in a change in subscription fees.
9. **Application Upgrade & Fixes.** Itron usually releases application upgrades annually, if available, containing new features and functions to the latest general release. Application hot fixes will be performed as needed, as determined by Itron.
10. **Conditions on Use of Service.** Customer will use of the Software-as-a-Service only in accordance Itron user guides, these Software-as-a-Service terms, the General and Special Terms and Conditions, and applicable laws and government regulations. The rights of any user to access and use the Software-as-a-Service cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third-parties from accessing the Software-as-a-Service.
11. **Restrictions.** Customer is not permitted to (1) remove or modify any program markings or any notice of Itron's or its licensors' proprietary and intellectual property rights, (2) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software-as-a-Service, (3) access or use the Software-as-a-Service in order to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron, (4) use the Software-as-a-Service on a service bureau basis, except under formal written agreement with Itron; or (5) combine the Software-as-a-Service with any application, software, hardware, equipment, product, or service, except as contemplated by these Software-as-a-Service terms or as expressly authorized by Itron in advance, in writing.
12. **Suspension or Restriction of Service.** Itron may suspend or restrict all or part of the Software-as-a-Service at any time until further notice to protect the integrity and functionality of Software-as-a-Service applications, platform, and systems – or for a material violation of the "Restrictions" or "Conditions on Use of Service" sections that is not promptly cured.
13. **Technical Support Services.** Itron will make technical representatives available to answer questions

related to the use of Software-as-a-Service, including assisting Customer with problems experienced with using the Software-as-a-Service; Itron will provide Customer with contact and process documentation. Training and professional services are not within the scope of technical support services.

14. **Customer Technical Responsibilities.** Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Software-as-a-Service, at Customer's sole expense.
15. **User IDs & Passwords.** Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Software-as-a-Service applications. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.
16. **Planned Maintenance.** Planned maintenance whenever reasonably practicable will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Software-as-a-Service as possible, and unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.
17. **Unplanned Maintenance.** Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical; Itron will endeavor to minimize Software-as-a-Service disruptions.
18. **Monthly Service Level Reporting.** The monthly report identifies daily performance and monthly average. If in a given month, Itron does not meet the Application Availability service level, the report will state the reason the service level was not achieved and describe the corrective actions taken.
19. **Service Level Remedy.** If for a particular application Itron fails to meet the same service level for that application for three consecutive months, Customer may – as its sole remedy – terminate Customer's subscription to the affected application. Itron will refund any amounts prepaid for the balance of that year's Software-as-a-Service Subscription Fee from the date of effective termination, and Customer will not be required to pay any amounts under Section 4.3.4 with regard to the affected application if Customer terminates service under this Section in advance of expiration of the Software-as-a-Service Minimum Subscription Term.
20. **Business Continuity & Recovery.** Itron uses a fault tolerant architecture virtualized to providing high availability infrastructure maximizing system availability. All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures.

On-site Recovery. Daily system and database backups are performed and stored on-site and at a secure off-site facility. System backups and snapshots are taken after any change to the system. The system can be recovered from the backup in an event of a failure. Backups are handled and exchanged using a defined procedure. All outdated data is carefully disposed of according to our defined standard operating procedures.

Off-site Recovery. Standard off-site recovery is included with each production system made available to Customer. Itron has access to recovery sites with qualified infrastructure services. Customer-specific off-site recovery options are available and customized to meet recover point and recovery time objectives.

Incident recovery performance Service Levels are defined in the following table:

| Business Continuity and Recovery | Production Performance Recover Objectives after Identification of the Incident. |
|---|---|
| On-site Recovery Time for restore from on-site backup | 4 hours |

| | |
|--|---|
| On-site Recovery Time for backup restore from Off-site backup | 12 hours |
| On-site Recovery Time for hardware failure | 12 hours |
| Off-site Recovery for Application Non-critical to Customer business operations | 72 hours (OpenWay/Cisco) 15 business days (all others) |
| Off-site Recovery for Application Critical to Customer business operations | 72 hours (OpenWay/Cisco) TBD (fee-based option for all others) |

MAINTENANCE & SUPPORT SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase.

Annual Fees means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Support Services Contacts", "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Client Services". Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

Covered Products mean Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified as "Covered Software" in an Order Document.

Error means a material failure of Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Software Release.

M&S Commencement Date means the date set forth in the applicable Order Document upon and after which a Covered Product will be entitled to receive Maintenance Services.

Maintenance Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Principal Services Contacts means Customer's principal Itron relationship contacts for all Maintenance Services.

Service Levels means the response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Software Release means a collection of Fixes or Improvements made available by Itron to Customer.

Service Request means a request initiated by Customer for Technical Support Services.

Technical Support Services means those technical support services provided by Itron technical representatives by telephone, email, website or other means to assist Customer's Principal Service Contacts with questions or issues related to the operation of Covered Products.

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

3. **End of Support.** Itron may discontinue Maintenance Services for any Covered Equipment or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior

to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt. If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Covered Products for which Itron has discontinued Maintenance Services.

4. Principal Services Contacts.

- a. **Designation by Customer.** Customer shall designate a minimum of one and not more than three Principal Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Principal Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Principal Services Contacts, Customer and Itron acknowledge that each Principal Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Principal Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Principal Services Contact will be properly trained in accordance with this Addendum prior to interfacing with Itron support personnel.
- b. **Training of Principal Services Contacts.** Before a Principal Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Principal Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Principal Services Contacts at Itron's then current rates. Itron will make training sessions available by remote conference or training will be made available at a location mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Principal Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products.

5. Technical Support Services & Service Requests.

- a. **Technical Support Services.** Itron will make support representatives available to provide Technical Support Services during its then current normal business hours as set forth in the "Itron Support Services Contacts". Technical Support Services include troubleshooting, problem diagnosis relating to Covered Products, Itron provided endpoints, and the Itron provided systems in which they are deployed; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Technical Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Technical Support Services in lieu of having qualified and trained support personnel of its own.
- b. **Service Request Process.** Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate

Severity Level in Attachment A-1 to this Addendum. Itron will designate the Severity Level and the Parties will resolve any disagreement regarding the Severity Level designation as soon as is reasonably practical.

- c. **Field Support.** At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Technical Support Services ("**Requested Field Support**") related to a reported problem. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be the fault of Itron.

6. Itron Software Maintenance.

- a. **Fixes.** Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.
- b. **Documentation and Backup.** Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Software. Said copy of executable Covered Software does not relieve Customer of its responsibility to backup and managed its on-premise software installation as part of ongoing system operation.
- c. **Improvements.** Itron shall provide Improvements, if any, at no charge if such Improvements are made available to Itron customers generally at no charge.
- d. **Software Releases.**
 - i. **Release Numbering Convention.** Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may be changed at any time in Itron's discretion) is to provide Software Releases using the numbering convention "XX.YY.ZZ."
 - The "XX" in Itron's numbering convention refers to a "**System Release**," which is a new version of Covered Software. A System Release may include Fixes, Improvements or interfaces to new functional modules or platforms not previously supported by Itron.
 - The "YY" in Itron's numbering convention refers to a "**Service Pack Release**," which is an update to a System Release. Service Pack Releases may include Fixes or Improvements and are provided to Itron customers generally on a periodic basis.
 - The "ZZ" in Itron's numbering convention refers to a "**Hot Fix Release**," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix Releases are not made available to Itron customers generally but may be included in the next scheduled Service Pack for general release.
 - ii. **Support for Itron Enterprise Edition and OpenWay Software.** Itron will only provide Maintenance Services for Itron Enterprise Edition and OpenWay software if the following conditions are met: Customer must be operating either the most recent System Release or prior System Release running the most current Service Pack Release. In addition, Customer must test and install Service Pack Releases associated with the System Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer. Customer

- must fully test and upgrade to the latest System Release at least every twenty-four (24) to thirty-six (36) months.
- iii. **Support for Other Covered Software.** For all other Covered Software, Itron will only provide Maintenance Services if the following conditions are met: Customer must be operating the most recent System Release and the two prior Service Pack Releases. Customer will test and install System Releases and Service Pack Releases within twelve (12) months of such Software Releases being made available to Customer.
 - iv. **Support for Unsupported Itron Software.** At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Software Release at its then-current rates.
 - v. **Mandatory Revisions.** Customer must install all Mandatory Revisions. "Mandatory Revisions" are releases intended to address an Error, a material security breach, or a third-party infringement claim or suit of any kind. ITRON DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF CUSTOMER'S FAILURE TO INSTALL A MANDATORY REVISION IN A TIMELY FASHION.
- e. **Installation Services for Software Releases.** Maintenance Services for Covered Software include the following Software Release installation services: limited remote consulting support for all Covered Software on Itron-approved server configurations for one production server and one non-production server owned (test, training, or back-up – for example) / operated by Customer. At Customer's request, Itron may provide Software Release installation services for System Releases or Service Packs on current servers or additional production or nonproduction servers at its then-current rates.
 - f. **Restoring Software to Maintenance Services.** If Customer declines or discontinues Maintenance Services and thereafter wishes to resume such Maintenance Services for the most recent Software Release of that Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.
 - g. **Exclusions.** Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Software in combination with software, equipment, or communications networks not authorized by Itron or referenced in the Documentation as compatible; (ii) modification to Covered Software or Covered Software installation instructions / scripts by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) the use of a version of Covered Software that is not supported by Itron; (v) Customer's failure to implement a hot fix or Mandatory Revision provided by Itron; (vi) maintenance and/or support of products other than by Itron; or (vii) viruses introduced through no fault of Itron.
 - h. **Customer Responsibilities.**
 - i. **Remote Access.** Customer is responsible to support remote access to Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Software is denied to Itron.
 - ii. **System Configuration, Operation and Maintenance.** Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with Covered Software. These activities include but are not limited to: checking audit logs, clearing discovered exceptions, and performing daily, weekly, and

monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of Covered Software. Customer will consult with Itron prior to making any material changes that may affect the installation or operation of Covered Software.

- iii. **Network Administration.** Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.
- iv. **Database Administration.** Customer is responsible to administer the agreed upon database(s) associated with Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.
- v. **Data Review.** If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron. All such Customer data shall be subject to the confidentiality obligations set out in the General Terms and Conditions.

7. Itron Equipment Maintenance.

- a. **Preventive and Corrective Maintenance.** Upon receipt of an item of Covered Equipment, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.
- b. **Maintenance Procedures.** Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron address identified on the Itron Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall provide the applicable Maintenance Services and return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with Section 7.4 below.

- c. **Exclusions.** Covered Equipment Maintenance Services do not include repairs related to: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.
 - d. **Estimation Fees.** Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.
 - e. **Adding/Restoring Equipment to Maintenance Services.** Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "**Re-initiation Costs**"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.
 - f. **Equipment Responsibilities.** Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.
8. **Fees and Invoicing.** As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, Itron shall provide Customer with an invoice for Annual Fees payable by Customer for the forthcoming Maintenance Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

9. **Support for Third Party Products.** Itron shall provide first tier Technical Support Services for Third Party Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third Party Products Covered Products consistent with the third party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Products shall be as set forth in this section.
10. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 (End of Support), 6.7 (Exclusions), 7.4 (Exclusions), Section 8 (Fees and Invoicing) and 10 (Survival).

Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

| Severity Level | Response Times | Effort Level and Escalation Path |
|---|---|--|
| <p>Severity Level 1. Critical Business Impact / System Down: An Error for which there is no work-around, which causes the Itron product or a critical business function / process (including system billing) of an Itron system to be unavailable or such that system use and operation cannot continue.</p> <p>"Error" means a failure of the product or system to substantially comply with applicable specifications.</p> <p>*Severity 1 errors must be reported by phone to initiate the Severity 1 response process. Service Requests ("SRs") initiated by email or web interface are logged as a Severity 3 until reviewed by Itron technical support services management team ("TSS Management Team") and validated as a higher priority.</p> | <p>During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer's initial call.</p> <p>Following the start of the SR process Itron will respond to Customer's SR within two (2) business hours with an investigation response.</p> <p>Following the investigation response, Itron will update Customer at three (3) hour intervals during each day the SR remains unresolved, or as otherwise agreed by the Parties.</p> <p>Customer will respond to an Itron inquiry or request within three hours.</p> | <p>Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. An SR shall be escalated to Itron's TSS Management Team if a Fix is not provided within one (1) business day of Itron's receipt of the Customers call and creation of the SR.</p> <p>*24X7 support for Severity Level 1 Errors is not currently available for Itron Meter products, energy forecasting and load research products, and distribution products.</p> |

| Severity Level | Response Times | Effort Level and Escalation Path |
|--|--|--|
| <p>Severity Level 2. Moderate Business Impact / Degraded Operation: An Error other than a Severity Level 1 Error, for which there is no work-around, which limits access or use of the product or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion.</p> <p>*Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron TSS Management Team and validated as a higher priority.</p> | <p>Itron will respond to a Customer SR within one (1) business day and will update the SR at least every other day.</p> <p>Customer will respond to an Itron inquiry or request within one (1) business day.</p> | <p>Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's TSS Management Team if a Fix is not provided within three (3) business days of Itron's receipt of Customer's call and creation of the SR.</p> <p>"Fix" means a correction of an Error, including a work-around, in order for product to function in accordance with applicable specifications.</p> |
| <p>Severity Level 3. Minor Business Impact / Compromised Operation: An Error other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or access to a product function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).</p> | <p>Itron will respond to Customer SR within two (2) business days.</p> | <p>Itron's TSS Management Team will make diligent efforts during normal business hours.</p> |
| <p>Severity Level 4. No Business Impact / Standard Operation: An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error. Generally a cosmetic Error or an Error which does not degrade Customer's use of the product or system.</p> | <p>Itron will respond to Customer SR within three (3) business days, or as otherwise agreed by the Parties.</p> | <p>Itron TSS Management Team will make commercially reasonable efforts during normal business hours.</p> |

| Severity Level | Response Times | Effort Level and Escalation Path |
|--|----------------|---|
| <p>Severity Level 5. Customer SR for an enhancement or new functionality.</p> | <p>N/A</p> | <p>The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's professional services group to create a customized proposal for Customer, at Itron's then-current services rates.</p> |

EQUIPMENT ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period, commencing upon the actual ship date, which shall be one (1) year, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

3. **Ordering Equipment.** Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.
4. **Invoicing.** Itron will invoice Customer for Equipment upon the date of shipment.
5. **Ordering, Lead Time & Ship Date.** Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.
6. **Order Cancellation & Rescheduling.** Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.
7. **Forecasts.** Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.
8. **Shipment, Title & Risk of Loss.** For shipments within the United States, Itron will ship Equipment FOB Origin, production facility. Customer must pay for all costs associated with delivery of Equipment to the final destination. Title and risk of loss of Equipment will pass to Customer upon tender to the carrier at the production facility. For shipments outside the United States, Itron will ship Equipment FCA Origin (Incoterms 2010). Equipment will be delivered export cleared to Customer at the production facility. Customer will act as the Importer of Record (IOR) for Equipment and assumes all costs associated with delivery of Equipment to the final destination, including transportation after delivery to carrier and any licensing, certifications, permits, customs fees, import/local taxes, provincial/national tax, and value added tax related to importation of Equipment. Itron will provide all necessary information required for Customer to import Equipment. Title to and risk of loss for Equipment passes to Customer upon tender to the carrier at the production facility.
9. **Documentation.** Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.
10. **Equipment Firmware.** The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

11. **Returns.** Except as provided in Section 12 below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (iii) the product is returned in accordance with Itron's then current RMA policy and procedures.
12. **Limited Itron Equipment Warranty.** Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer.
13. **Itron Equipment Warranty Exclusions.** The above warranty does not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a third party's misuse, abuse, negligence, or failure to install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a third party not under Itron's control. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.
14. **Integration of Itron Equipment.** If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.
15. **Third-Party Equipment Warranty.** Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Equipment manufacturer.
16. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (All Sales are Final), 12 (Limited Itron Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 15 (Third-Party Equipment) and 16 (Survival).

PROFESSIONAL SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is subject to the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services and project management services and other similar services described in a Statement of Work, but excluding cloud services, managed services and support and maintenance services.

3. **Statement of Work Requirement.** Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with this Agreement.
4. **Expenses.** Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses incurred by Itron relating to the provision of Professional Services.
5. **Invoicing.** Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.
6. **Customer Responsibilities.** Customer shall timely perform all its assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.
7. **Reference Information.** If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents. To the extent Customer's failure to provide accurate and complete Reference Information results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.
8. **Delays.** To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional

Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9. **Express Warranties for Professional Services.** Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work.
10. **Remedies.** As Customer's exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. If Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer a pro-rata amount paid for the nonconforming Professional Services.
11. **Change Requests & Change Orders.** Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.
12. **Project Deliverables.** Itron shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Customer shall have a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's internal business in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.
13. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) only with respect to licensing, and 13 (Survival).

ORDER DOCUMENT

This Order Document is governed by the Master Sales Agreement (8.7.2018) between Customer and Itron dated 9/18/2018, including any amendments thereto (the "Agreement"). Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the Agreement.

This Order Document applies only to the products and services described in the pricing summary attached thereto as Attachment 1 and the Statement of Work attached hereto as Attachment 4.

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions of the Agreement remain in full force and effect, and (ii) this Order Document and the Agreement constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications. In the event of a conflict between this Order Document and the Agreement, this Order Document shall govern.

Each Party has executed this Order Document by its duly authorized representative.

1. ATTACHMENTS

The following documents are attached to and made a part of this Order Document for the AMI Project:

Attachment 1 – Pricing Summary

Attachment 2 – Third-Party Covered Product Maintenance Terms

Attachment 3 – Cisco EULA

Attachment 4 – Statement of Work – OpenWay AMI Implementation – City of Banning CA

2. TERM

This Order Document shall begin upon the Order Effective Date and expire or terminate in accordance with Section 5 ("Term and Termination") of the Agreement.

3. PRICING

3.1 Pricing Summary. Pricing for the AMI Project shall be as set forth in Pricing Summary (BMR# [ENTER: Pricing Summary Number] dated [ENTER: Date of Pricing Summary], 2018) attached hereto as Attachment 1 ("**AMI Pricing Summary**").

4. PAYMENT TERMS

Itron will invoice Customer for fees in connection with the AMI Project, and Customer will pay such Fees, in accordance with Section 4 ("Fees, Taxes and Payment") of the Agreement.

5. EQUIPMENT

5.1 Itron and Third Party Equipment. The AMI Pricing Summary and following table identifies Itron Equipment and Third Party Equipment that Itron shall provide for the AMI Project (related adders, accessories, and services are described on the AMI Pricing Summary):

| Itron Equipment | Third Party Equipment |
|-----------------|---------------------------------------|
| Range Extenders | Cisco Connected Grid Routers ("CGRs") |

5.2 Equipment Warranty Periods. In accordance with Section 12 ("Pass-Through Warranties on Third-Party Equipment") of the Equipment Purchase and Warranty Schedule Addendum to the Agreement, the table below specifies the standard manufacturer warranty period on Third Party Equipment, for informational purposes:

| Third Party Equipment | Manufacturer Warranty Period |
|------------------------------|---------------------------------------|
| Cisco Connected Grid Routers | Five (5) Years from shipment by Cisco |

6. MAINTENANCE & SUPPORT SERVICES

6.1 Covered Products. Itron shall provide maintenance and support Services for the following Equipment and Licensed Software as Covered Products under Maintenance & Support Services Addendum to the Agreement:

| Itron Covered Products | Third Party Covered Products |
|------------------------|------------------------------|
| | CGR |

7. PROFESSIONAL SERVICES

7.1 Scope. Itron shall provide professional Services under this AMI Order Document as specified in the Statement of Work – [Name of SOW] (“AMI Project”) attached hereto as Attachment 4. Applicable fees and payment terms for such Services are specified in the Statement of Work.

8. SOFTWARE-AS-A-SERVICE

8.1 SaaS Applications. The following table identifies the Software-as-a-Service applications ordered by Customer under this Order Document.

| Application | |
|------------------------------|--|
| Itron Applications | Third Party Applications |
| OpenWay Collection Engine | Cisco IoT Field Network Director (FND) |
| Itron Security Manager (ISM) | |
| Itron Analytics (IA) | |

8.2 Minimum Commitment, Term & Termination.

8.2.1 There is a minimum five (5) year commitment for the SaaS Applications listed in Section 9.1 (“Minimum Commitment Period”).

8.2.2 Services will renew automatically without requirement of notice for additional one (1) year periods – not to exceed three (3) renewal periods – until either party provides ninety (90) days prior written notice of intent not to renew.

8.2.3 If Customer terminates the SaaS Applications for convenience, in accordance with Section 5 of the Agreement, prior to the expiration of the Minimum Commitment Period, services fees for the balance of the Minimum Commitment Period will be owed by Customer and must be paid within 30 days after the effective date of termination.

8.3 System Sizing Criteria.

| Sizing Criteria | Design Value |
|--------------------------------------|--|
| Itron Solution Application(s) (name) | OW Collection Engine; ISM; IA |
| System Endpoints (#) | Up to 14,000 OpenWay electricity meters |
| System Repeaters (#) | 11 CGRs |
| System Range Extenders (#) | 1 Range Extenders |
| Residential Meter configuration (#) | Up to 12 energy and 6 demand registers, up to 8 channels |
| C&I Meter Configuration (#) | Up to 12 energy and 6 demand registers, up to 8 channels |
| Interval Data (#) | (14,000) endpoints at (15) minute intervals (4) channels (14,000) endpoints at daily intervals (14,000) endpoints at monthly intervals |
| Historical Data (#) | Not to exceed 13 months for production environment |

Sizing Criteria is a baseline assumption of the scope of Software-as-a-Service agreed to by Customer and Itron – and upon which the agreed-upon pricing is dependent. Modifications to Sizing Criteria may require an amendment to the pricing summary. If Customer desires to increase subscriptions, Customer will be required to issue an additional purchase order. Additional fees will be required for exceeding the specified endpoint count, in accordance with Itron’s then current price list.

SIGNATURE PAGE
TO
ORDER DOCUMENT

AGREED:

Itron, Inc.

City of Banning CA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Attachment 1 to AMI Order Document

Pricing Summary- TO BE ATTACHED WHEN FINALIZED

Attachment 2 to AMI Order Document

– Third Party Covered Product Maintenance Terms –

A. Cisco Products. The following terms apply to Cisco products that are Third Party Covered Products provided by Itron under the Agreement:

1. Definitions

"Approved Source" means (a) Cisco Systems, Inc., (b) Cisco Systems Canada Co., or (c) a distributor that is authorized by Cisco to redistribute Products and Services within the Territory to Integrator, as they are from time to time identified at http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp or as otherwise provided by Cisco from time to time.

"Cisco" means Cisco Systems, Inc. and Cisco Systems Canada Co.

"End User" is *[insert customer's full legal name]*.

"End User License Agreement" means the End User License Agreement attached as Order Document Attachment E-4 (Cisco EULA) to Solution Agreement Document E (Order Document for AMI Project) to the Agreement.

"First Call" means the initial call made by the End User when requesting assistance with a Product.

"Integrator" means Itron, Inc. and Itron Canada, Inc.

"Integrator Agreement" means the Special Purpose Systems Integrator Agreement between Cisco and Integrator.

"Other Products" means Products which an End User acquired from sources other than Integrator.

"Price List" is the price list(s) published at Cisco.com applicable to the relevant Cisco entity to which each Purchase Order is issued by Integrator.

"Products" means Cisco Connected Grid Router ("**CGR**") and Cisco Connected Grid Network Management System ("**NMS**").

"Purchase Order" is a written or electronic order issued by Integrator to Cisco for Products or Services to be purchased, licensed or provided under the Integrator Agreement.

"Service" means the Cisco brand Services available for resale by Integrator, which can be found at www.cisco.com/go/servicedescriptions/.

"Service Description" means a description of the Services, as of the purchase date of such Services, to be made available by Cisco to End Users through Integrator, and the terms and conditions under which Cisco provides those Services. Each available Service has its own Service Description, which can be found www.cisco.com/go/servicedescriptions/.

"Software" means is the Cisco Connected Grid Network Management System and any other software identified on and described in Exhibit G to the Integrator Agreement.

"Territory" means Canada and the United States of America, excluding Puerto Rico, unless mutually agreed in writing by the parties.

2. Maintenance and Support Terms

For each Service purchased by Integrator, Cisco will make available to End User, on Integrator's behalf, the Services described in the applicable Service Description. Services are subject to the description set forth in the applicable Service Description. For NMS, the Service Description is found under Software Application Services located at: http://www.cisco.com/legal/Cisco_SAS-SASU.pdf. For CGR, the Service Description is found under SMARTnet and SMARTnet On-site located at: [http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Smartnet Onsite Exhibit.pdf](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Smartnet_Onsite_Exhibit.pdf). Upon Cisco's acceptance of a Purchase Order for Services, the then-current Service Description shall apply to such Services.

In order to be eligible to receive the Services as set out herein for (a) Products that have not been previously supported, (b) Products for which support has lapsed, or (c) Other Products, the following will apply:

- (i) Cisco may charge an inspection fee for Products and Other Products in accordance with Cisco's standard fee schedule on the Price List in effect at the time of inspection (any related upgrades, replacements, repairs, or troubleshooting are excluded); and
- (ii) Integrator shall provide Cisco with such information as Cisco may require to ensure that a valid Software license exists for Software to be supported. If a valid Software license does not exist, Integrator shall pay Cisco the Software license fee for the Software.

Cisco reserves the right to survey an End User for use in ensuring End User's satisfaction with (a) the Services, and (b) Integrator's and/or Cisco's support. From time-to-time, no more than once per calendar year, provided that Cisco follows End User security requirements, and with reasonable notice, Cisco will be entitled to perform an inventory review of an End User's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement at Cisco's sole cost and expense. Upon notice to Integrator, Cisco will be entitled to suspend any portion of a Service with respect to a specific End User in instances when it is prevented by Integrator or such End User from performing an inventory review or otherwise verifying End User's entitlement to the Service.

End User acknowledges the contents of the relevant Service Descriptions located at www.cisco.com/go/servicesdescriptions/.

Integrator may take the First Call from the End User and may open a case with Cisco on behalf of the End User using the applicable Maintenance Contract Number or other contract number(s) and Cisco serial number(s). End User may call Cisco directly for support, provided that Integrator may require the End User to place the First Call with Integrator and allow Integrator to open a case with Cisco on behalf of the End User in accordance with this Section provided that Integrator shall not delay opening a case.

At least thirty (30) calendar days advance Written Notice to Cisco is required for Product relocations (outside End User's then-current service territory) and Service level/Product configuration changes, when applicable.

If Integrator elects not to support a Product at the time of a Product purchase or if, for any reason, a Product becomes unsupported at some point after the Product's initial deployment, End User authorizes Integrator to and Integrator shall, at Cisco's written request, provide Cisco with the contact information, including but not limited to name, address, and phone number of the End User who has purchased the unsupported Product from Integrator, within 30 calendar days of Integrator's receipt of written request from Cisco. Integrator and End User authorize Cisco to contact the End User for the express purpose of contracting directly with End User for support Services for the unsupported Product identified by Integrator.

Prior to expiration of a Service contract: (a) Cisco, or its authorized agents, will send reminders to Integrator or as directed by Integrator; (b) Integrator will, upon request by Cisco, reconfirm the End User's identity and Service contract numbers of the expiring Service contract(s); and (c) Integrator will (i) initiate the renewal process with its End User and forward to Cisco the completed renewal with Purchase Order or (ii) notify Cisco of Integrator's intent to cancel Services. If, upon the expiration date of Cisco Services for the Product, Cisco has not received a Purchase Order for the renewal, Cisco, or its authorized agents, may contact the End User to arrange for the renewal of Cisco Services for the Product either directly with Cisco or with another Cisco-authorized reseller.

3. Warranty

NOTHING IN THIS SECTION (B) WILL AFFECT THE WARRANTIES PROVIDED WITH ANY HARDWARE PURCHASED OR

SOFTWARE LICENSED BY INTEGRATOR AND/OR END USER. ANY AND ALL SERVICES PROVIDED HEREUNDER WILL BE

PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS OF PROFESSIONAL SKILL, CARE AND DILIGENCE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED

CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE IS KNOWN TO CISCO), SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO

THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. INTEGRATOR MUST NOTIFY CISCO PROMPTLY OF ANY

CLAIMED BREACH OF ANY WARRANTIES. INTEGRATOR'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WILL BE PROMPT RE-PERFORMANCE OF THE SERVICES; OR IF CISCO DETERMINES, ACTING REASONABLY, THAT IT IS

UNABLE TO RE-PERFORM SUCH SERVICES IN ACCORDANCE WITH THE ABOVE WARRANTY, TERMINATION OF THE

APPLICABLE SERVICE ON THE PRODUCT LIST AND RETURN OF THE FEES PAID TO CISCO BY INTEGRATOR FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY

AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS EXHIBIT. EXCEPT AS EXPRESSLY PERMITTED IN THIS SECTION B, INTEGRATOR SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON CISCO'S BEHALF.

Cisco reserves the right to make changes to the scope and content of the Service terms currently set forth in this Section B (with the exception of the warranty term and this Section B) to be consistent with a change in Cisco's then-current general support program, including terminating the availability of a given Service (provided, that no change or combination of changes resulting in the elimination of critical Services from a Service Description shall be made until after Cisco announces an EOL with respect to the applicable Product, in which case Section 13.7 of the Integrator Agreement shall apply), at any time upon ninety (90) calendar days prior written notice and such changes shall become effective upon the next October 1st. If Integrator does not agree with a change of scope or content of this Section B, which is allowed by this Section, Integrator may terminate this Section B by providing Cisco written notice of termination. Any such changes in scope and content which conflict with the terms set forth in the main body of the Integrator Agreement shall be superseded by such terms set forth in the main body of the Integrator Agreement. For the avoidance of doubt, no change allowed under this Section shall apply to any Services purchased prior to the effective date of such change.

4. End User Obligations

- (1) End User agrees to comply with Cisco's Export Restrictions.
- (2) End User agrees to comply with the applicable Cisco End User License Agreement or, if no such agreement is provided to the End User, the standard Software License Agreement located at Cisco.com, for all Cisco software provided with any Service (including any upgrades, patches, or Bug Fixes provided at a later time). End User further agrees to abide by Cisco's rules that govern the download of Cisco software, which state, amongst other things:

End User is only entitled to download Cisco software for the Cisco hardware chassis or device or the particular application software or signature file for which End User has paid the applicable software license fees; and

End User has a current and valid service contract that covers either the specific Cisco hardware chassis or device for which End User is downloading software and/or the software image or subscription file (e.g., for Intrusion Detection System) that End User is downloading.
- (3) End User agrees to comply with terms and conditions provided in the applicable Cisco Service Description which are posted at www.cisco.com/go/servicedescriptions/.
- (4) End User will keep Cisco Confidential Information confidential.

– Cisco EULA –

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This agreement, any supplemental license terms and any specific product terms at www.cisco.com/go/softwareterms (collectively, the “EULA”) govern Your Use of the Software.

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2. **License.** Subject to payment of the applicable fees and compliance with this EULA, Cisco grants You a limited, non-exclusive and non-transferable license to Use object code versions of the Software and the Documentation solely for Your internal operations and in accordance with the Entitlement and the Documentation. Cisco licenses You the right to Use only the Software You acquire from an Approved Source. Unless contrary to applicable law, You are not licensed to Use the Software on secondhand or refurbished Cisco equipment not authorized by Cisco, or on Cisco equipment not purchased through an Approved Source. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. The Software may contain open source software, subject to separate license terms made available with the Cisco Software or Documentation.

If the Software is licensed for a specified term, Your license is valid solely for the applicable term in the Entitlement. Your right to Use the Software begins on the date the Software is made available for download or installation and continues until the end of the specified term, unless otherwise terminated in accordance with this Agreement.

3. **Evaluation License.** If You license the Software or receive Cisco product(s) for evaluation purposes or other limited, temporary use as authorized by Cisco (“Evaluation Product”), Your Use of the Evaluation Product is only permitted for the period limited by the license key or otherwise stated by Cisco in writing. If no evaluation period is identified by the license key or in writing, then the evaluation license is valid for thirty (30) days from the date the Software or Cisco product is made available to You. You will be invoiced for the list price of the Evaluation Product if You fail to return or stop Using it by the end of the evaluation period. The Evaluation Product is licensed “AS-IS” without support or warranty of any kind, expressed or

implied. Cisco does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from Cisco. You authorize Cisco to use any feedback or ideas You provide Cisco in connection with Your Use of the Evaluation Product.

4. **Ownership.** Cisco or its licensors retain ownership of all intellectual property rights in and to the Software, including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to Use the Software are limited to those expressly granted by this EULA. No other rights with respect to the Software or any related intellectual property rights are granted or implied.

5. **Limitations and Restrictions.** You will not and will not allow a third party to:

- a. transfer, sublicense, or assign Your rights under this license to any other person or entity (except as expressly provided in Section 12 below), unless expressly authorized by Cisco in writing;
- b. modify, adapt or create derivative works of the Software or Documentation;
- c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below;
- d. make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Cisco in writing;
- e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Cisco in writing; or
- f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;

6. **Third Party Use of Software.** You may permit a third party to Use the Software licensed to You under this EULA if such Use is solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You agree that you are liable for any breach of this EULA by that third party.

7. **Limited Warranty and Disclaimer.**

- a. **Limited Warranty.** Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) ninety (90) days following the date the Software is made available to You for your Use or (ii) as otherwise set forth at <http://www.cisco.com/go/warranty>. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

- b. **Exclusive Remedy.** At Cisco's option and expense, Cisco shall repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Your Approved Source within the warranty period. The Approved Source may ask You to return the Software, the Cisco product, and/or Documentation as a condition of this remedy. This Section is Your exclusive remedy under the warranty.
- c. **Disclaimer.**

Except as expressly set forth above, Cisco and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Cisco does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

8. **Limitations and Exclusions of Liability.** In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by You to any Approved Source for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

9. **Upgrades and Additional Copies of Software.** Notwithstanding any other provision of this EULA, You are not permitted to Use Upgrades unless You, at the time of acquiring such Upgrade:

- a. already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
- b. limit Your Use of Upgrades or copies to Use on devices You own or lease; and
- c. unless otherwise provided in the Documentation, make and Use additional copies *solely* for backup purposes, where backup is limited to archiving for restoration purposes.

10. **Audit.** During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours.. If the audit discloses underpayment of license fees, You will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

11. **Term and Termination.** This EULA shall remain effective until terminated or until the expiration of the applicable license or subscription term. You may terminate the EULA at any time by ceasing use of or

destroying all copies of Software. This EULA will immediately terminate if You breach its terms, or if You fail to pay any portion of the applicable license fees and You fail to cure that payment breach within thirty (30) days of notice. Upon termination of this EULA, You shall destroy all copies of Software in Your possession or control.

12. **Transferability.** You may only transfer or assign these license rights to another person or entity in compliance with the current Cisco Relicensing/Transfer Policy. Any attempted transfer or, assignment not in compliance with the foregoing shall be void and of no effect.

13. **US Government End Users.** The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

14. **Export.** Cisco Software, products, technology and services are subject to local and extraterritorial export control laws and regulations. You and Cisco each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses. Specific export information may be found at: <http://tools.cisco.com/legal/export/pepd/Search.do>

15. **Survival.** Sections 4, 5, the warranty limitation in 7(a), 7(b) 7(c), 8, 10, 11, 13, 14, 15, 17 and 18 shall survive termination or expiration of this EULA.

16. **Interoperability.** To the extent required by applicable law, Cisco shall provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Cisco will provide this interface information at Your written request after you pay Cisco's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes such information available.

17. **Governing Law, Jurisdiction and Venue.**

If You acquired the Software in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted or, in the case of an Evaluation Product, the address where Product is shipped, this table identifies the law that governs the EULA (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this EULA.

| Country or Territory | Governing Law | Jurisdiction and Venue |
|---|---|---|
| United States, Latin America or the Caribbean | State of California, United States of America | Federal District Court, Northern District of California or Superior Court of Santa Clara County, California |

| | | |
|--|---|---|
| Canada | Province of Ontario, Canada | Courts of the Province of Ontario, Canada |
| Europe (excluding Italy), Middle East, Africa, Asia or Oceania (excluding Australia) | Laws of England | English Courts |
| Japan | Laws of Japan | Tokyo District Court of Japan |
| Australia | Laws of the State of New South Wales | State and Federal Courts of New South Wales |
| Italy | Laws of Italy | Court of Milan |
| China | Laws of the People's Republic of China. | Hong Kong International Arbitration Center |
| All other countries or territories | State of California | State and Federal Courts of California |

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

18. **Integration.** If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.

Attachment 4 to AMI Order Document

- Statement of Work – TO BE
ATTACHED WHEN FINALIZED

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**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: October 9, 2018

SUBJECT: Resolution 2018-17 UA, Approving the Award of a Contract for Survey and Right-of-Way services to Cozad & Fox, Inc. of Hemet, CA in the Amount of \$39,771

RECOMMENDATION:

The Banning Utility Authority adopt Resolution 2018-17 UA:

1. Approving an agreement with Cozad & Fox, Inc. of Hemet, CA for the Survey and Right-of-Way services in the amount of \$39,771.
2. Authorizing the Interim City Manager or her designee to execute the Agreement with Cozad & Fox, Inc.

BACKGROUND:

The City has four specific locations which are requiring surveying and right-of-way determination. The areas are as follows: north of the Wastewater Treatment Plant along Scott Street, the Wastewater Treatment Plant property, Well M-12 and APN 544-250-031 which has been identified as a potential potable water reservoir site.

A Request for Proposals (RFP) was prepared and advertised through PlanetBids on August 6, 2018. Two proposals were received. Cozad & Fox, Inc. was ranked the highest by the evaluation committee. The contract award to Cozad & Fox, Inc. will be in the amount of \$39,771.

| Proposer | Total Score | Rank |
|-------------------|-------------|------|
| Cozad & Fox, Inc. | 443.33 | 1 |
| Albert A. Webb | 323.33 | 2 |

The scope of work requires the consultant to provide survey and right-of-way services for four specific locations. A summary of tasks for each location are as follows:

Location 1 - Obtain Preliminary Title Report, verify right-of-way (R.O.W.) boundary, obtain legal description, conduct a field survey and stake property boundaries.

Location 2 - Obtain Preliminary Title Report, verify and stake property corners for APN 532-180-052, investigate and assist in recording a corrected legal description, appraisal of property, and prepare exhibit to demonstrate results of research.

Location 3 - Obtain Preliminary Title Report, assist recording updated parcel with Riverside County, survey property corners and set markers.

Location 4 - Obtain Preliminary Title Report, obtain right-of-entry, survey land and prepare a Topography survey, stake property corners for APN 544-250-031.

JUSTIFICATION:

Location 1 - It is necessary to verify the public right-of-way along Scott Road because an existing fence is too close to a percolation pond for the Wastewater Treatment Plant (WWTP). The fence needs to be moved back for proper maintenance of the pond, and this can only happen after right-of-way is verified.

Location 2 – County records available online show that a portion of the existing WWTP overlies a private parcel that is not owned by the City of Banning. Verification of land ownership is important before the City undertakes future improvements to the WWTP.

Location 3 – The site for Well M12 was not recorded properly with the County, which could lead to conflict in the future as the Five Bridges Development moves forward. The existing fence for Well M12 follows what staff believes to be the correct boundary, although it is outside of what County records show the property boundary to be.

Location 4 – The Integrated Master Plan identified a need for additional water storage reservoirs in the Main Pressure Zone, to address existing deficiencies and to support future growth expected with the Rancho San Gorgonio development. Staff used topographic data to identify viable sites at the correct elevation. The property at APN 544-250-031 has been determined to be the most viable site, and the next step is to conduct a site survey, to be followed by a Phase 1 ESA (not a part of current scope).

Consultant services are necessary because the City does not have the survey equipment required nor staff availability to complete these tasks in-house.

FISCAL IMPACT:

The total project cost is \$39,771. The contract agreement will be funded by the Water Operations Fund, account number 660-6300-471.33-53 in the amount of \$21,102.00 and the Wastewater Operations Fund, account number 680-8000-454.33-53 in the amount of \$18,669.00. Below is a cost breakdown for the four locations:

| Location | Cost | Account Number |
|---------------------|-------------|-----------------------|
| 1 – Scott Rd | \$4,430.00 | 680-8000-454.33-53 |
| 2 – WWTP | \$14,239.00 | 680-8000-454.33-53 |
| 3 – Well M12 | \$7,522.00 | 660-6300-471.33-53 |
| 4 – APN 544-250-031 | \$13,580.00 | 660-6300-471.33-53 |

ALTERNATIVE:

1. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Resolution 2018-17 UA
2. Request for Proposals (RFP)
3. Cozad & Fox, Inc. Proposal
4. Professional Services Agreement

Approved by:



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution 2018-17 UA

RESOLUTION 2018-17 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR SURVEY AND RIGHT-OF-WAY SERVICES TO COZAD & FOX, INC. OF HEMET, CALIFORNIA IN THE AMOUNT OF \$39,771

WHEREAS, the City of Banning has four specific locations that require survey and right-of-way services; and

WHEREAS, staff advertised an invitation for bids for qualified engineering/survey firms using the PlanetBids system and the Press Enterprise; and

WHEREAS, two bids were received; and

WHEREAS, Cozad & Fox of Hemet, California, was highest rated firm of two firms that submitted a proposal.

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

SECTION 1. That the Contract Agreement for survey and right-of-way services is hereby awarded to Cozad & Fox, Inc. of Hemet, California, in the amount of \$39,771.

SECTION 2. That the City Manager or her designee is authorized to make all necessary budget adjustments, appropriations and transfers.

SECTION 3. That the City Manager is authorized to execute the Contract Agreement award with Cozad & Fox, Inc. of Hemet, California.

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

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary
City of Banning

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

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

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-17 UA was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Secretary
Banning Utility Authority

ATTACHMENT 2

Request for Proposals



REQUEST FOR PROPOSAL

FOR

19-004

SURVEY AND RIGHT OF WAY SERVICES

CITY OF BANNING

Public Works Department

99 East Ramsey Street

Banning, California 92220

Released on August 06, 2018

REQUEST FOR PROPOSAL (RFP) NO. 19-004
SURVEY AND RIGHT OF WAY SERVICES

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 Survey and Right of Way Services.

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 #19-004 Survey and Right of Way Services, on or before the hour of 10:00 a.m. on August 24, 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 Gorgonio and Mt. San

Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

2. SCHEDULE OF EVENTS

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

| | |
|--------------------------------------|--------------------------------|
| Release of RFP | August 6, 2018 |
| Deadline for Written Questions | August 14, 2018 by 3:00 p.m. |
| Responses to Questions Posted on Web | August 21, 2018 by 5:00 p.m. |
| Proposals are Due | August 24, 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 city of Banning is interested in contracting for survey and right of way services for four independent jobs. The consultant may bid on any one, or all of the opportunities listed. The consultant shall have the ability to perform the following task:

- a) Conduct Title Searches
- b) Obtain Right of Entry
- c) Surveying and Mapping
- d) Staking and Monumentation
- e) Preparation of Plats and Legal Descriptions

Location 1 – North of Wastewater Treatment Plant, Scott Street

- Obtain Preliminary Title Report if needed
- Verify right-of-way (R.O.W.) boundary along Scott Street (not improved), between Westward Ave. and Charles St.
- Obtain legal description from Riverside County for adjacent parcels
- Conduct a field survey and stake property boundaries at 50-foot intervals for the purpose of identifying the public R.O.W. relative to an existing fence.
- Set markers for property corners, if none found
- Prepare exhibit to demonstrate results of research

Location 2 – Wastewater Treatment Plant

- Obtain Preliminary Title Report if needed
- Verify and stake property corners for APN: 532-180-052 within WWTP fenced area. Parcel legal description may have been incorrectly recorded allowing for encroachment onto City property.
Investigate and assist in recording a corrected legal description
- If City needs to purchase additional property, appraisal of property will be required and preparation of plat and legal description.
- Set markers for revised property corners
- Prepare exhibit to demonstrate results of research

Location 3 – Well M-12 (APN: 537-120-024)

- Obtain preliminary Title Report if needed
- City has grant deed document showing ownership of additional land, however County records have not been updated. Assistance recording updated parcel with Riverside County
- Survey property corners and set markers, if none found
- Prepare exhibit to demonstrate results of research

Location 4 – APN: 544250031, Future Reservoir Site

- Obtain preliminary Title Report if needed
- Obtain right-of-entry from owner
- Survey land and prepare a Topography survey, in AutoCAD format with 2-foot contours
- Stake property corners, set markers
- Appraise property value
- Prepare exhibit to demonstrate results of research

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, excluding 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.

4. Provide a list of tasks and deliverables to be performed during a typical Survey Services project. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
5. 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.
6. 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.
7. 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. 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 lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----30%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----15%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----40%

Price Proposals will be evaluated on the basis of the 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. ----15%

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 March 14, 2017 and will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

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

8. PROTEST PROCEDURES

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

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

9. CONFIDENTIALITY

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

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

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

10. EX PARTE COMMUNICATIONS

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

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the "*Ex Parte Communications 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

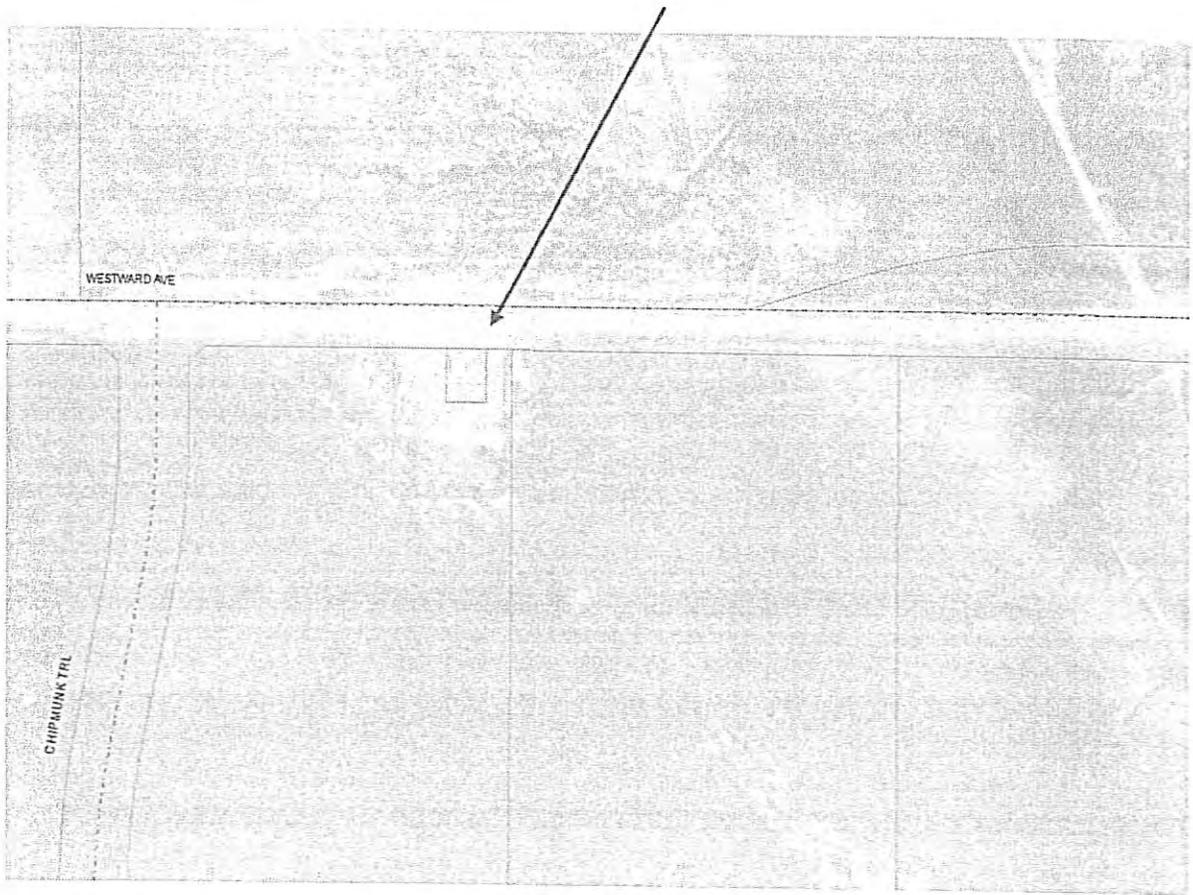
City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer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

EXHIBIT A

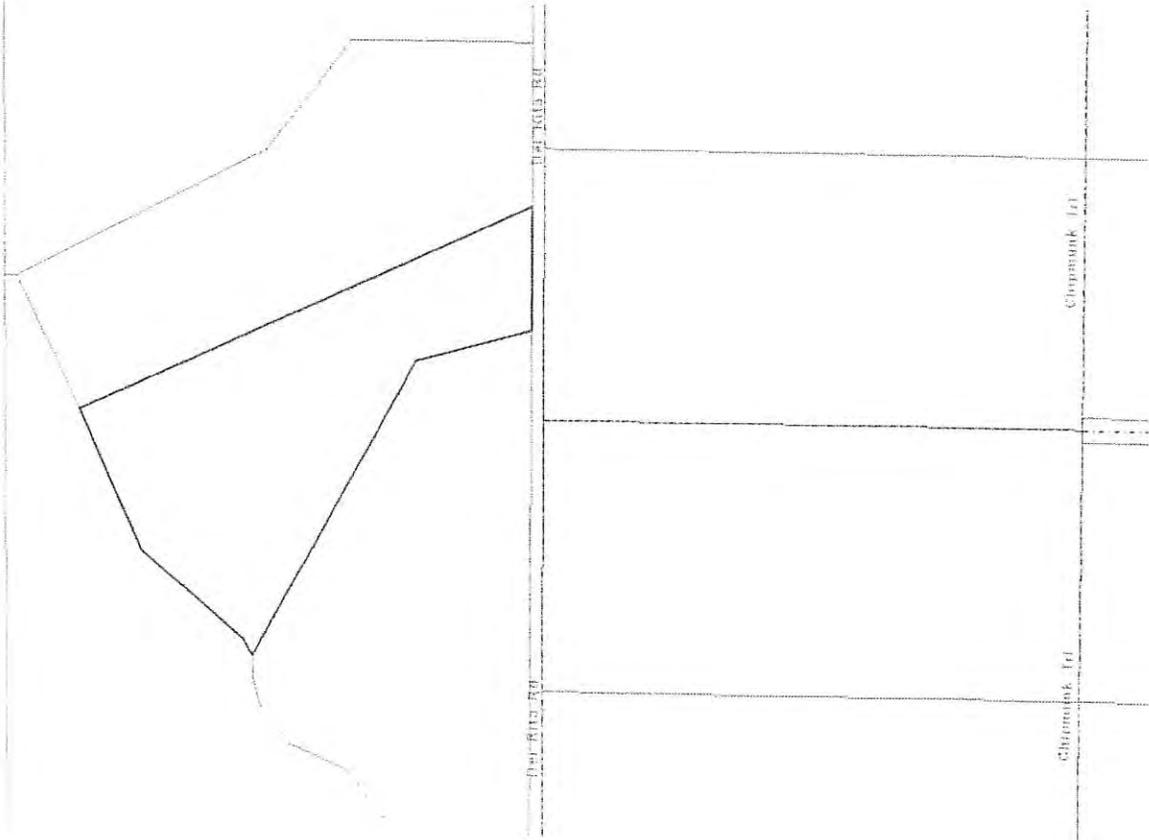
LOCATION 1

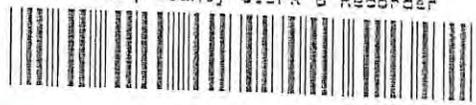


LOCATION 3



LOCATION 4





RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED
 AND TAX STATEMENT TO:

City of Banning
 99 East Ramsey Street
 Banning, California 92220

| M | S | U | PAGE | SIZE | DA | PCOR | NOCOR | SMF | MISC. | |
|---|---|---|------|------|----|------|-------|--------|-------|------|
| | 1 | | 5 | | | | ✓ | | | |
| | | | | | | | | ✓ | DB | |
| A | R | L | | | | COPY | LONG | REFUND | NCHG | EXAM |

TRA: 001

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
 DOCUMENTARY TRANSFER TAX IS \$ 0



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The 4890 Group, LC an Arizona Limited Liability Company

hereby GRANT(S) to

The City of Banning, California

the following described real property in the
 county of Riverside, state of California:

A Parcel containing 0.52 acres more or less located around well-site no. 12
 in Section 18, T3S, R1E, SBM and more particularly described by plat in
 Exhibit "A" Part 1, and more particularly described by Legal Description
 in Exhibit "A" Part 2 both attached hereto and made a part hereof.

Further, included with this transfer are Conditions outlined in Exhibit
 "B" attached hereto and made a part hereof.

Dated 02/13/2002

Gregory J. Smith
 Managing partner of
4890 Group LC

STATE OF ARIZONA Pima
 COUNTY OF Pima S.S.

On 02/13/2002 before me,
Barbara S. Waughtel
 a Notary Public in and for said County and State, personally appeared
Gregory J. Smith

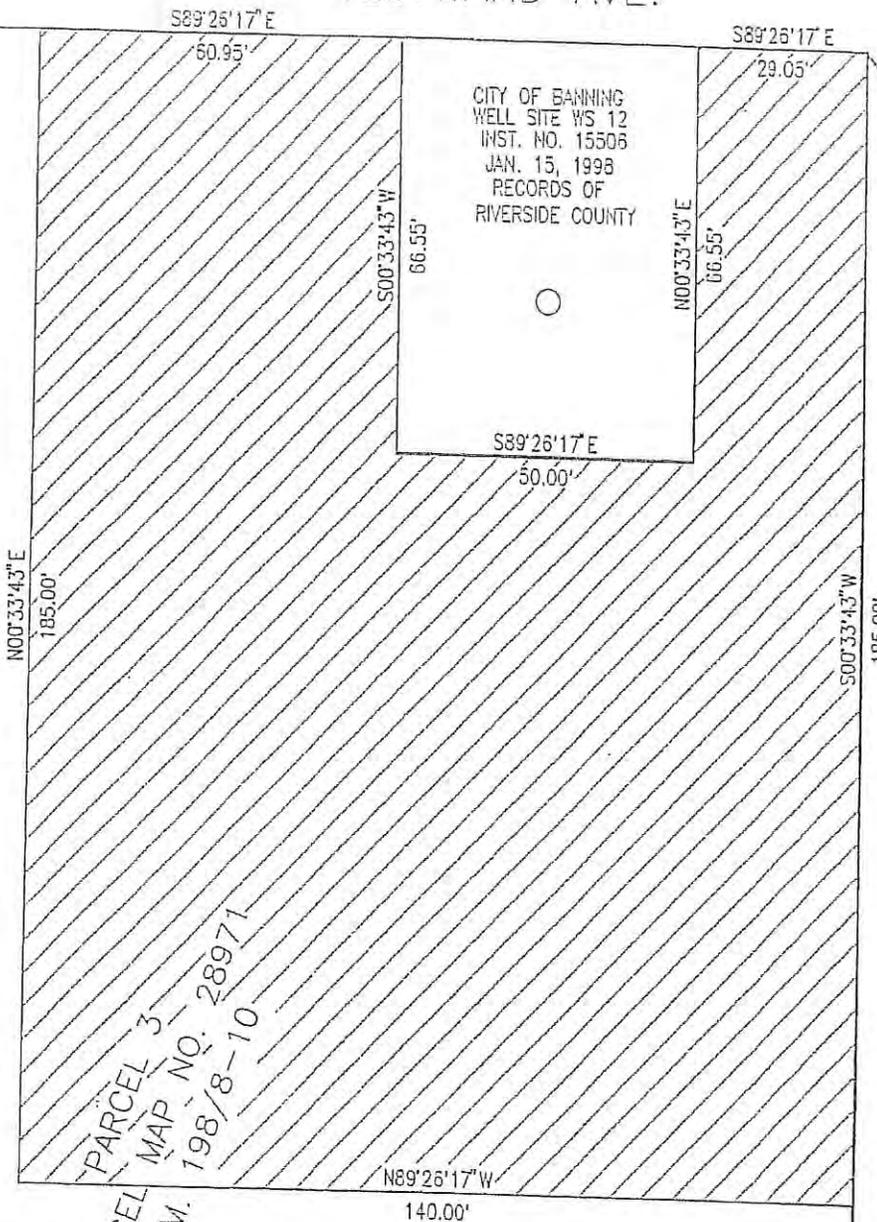
personally known to me (or proved to me on the basis of satisfactory
 evidence) to be the person(s) whose name(s) is/are subscribed to the
 within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their authorized capacity(ies), and that by his/her/
 their signature(s)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



WITNESS my hand and official seal

Signature Barbara S. Waughtel

WESTWARD AVE.

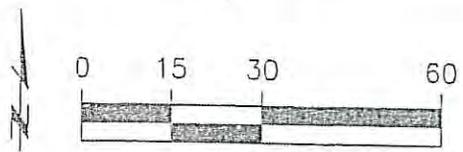


P.O.B.
NORTHEAST CORNER
PARCEL 3

CITY OF BANNING
WELL SITE WS 12
INST. NO. 15505
JAN. 15, 1998
RECORDS OF
RIVERSIDE COUNTY

PARCEL 4
PARCEL MAP NO. 28971
P.M. 198/8-10

PARCEL 3
PARCEL MAP NO. 28971
P.M. 198/8-10



SCALE: 1" = 30'

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.
IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

LEGAL DESCRIPTION PLAT FOR ADDITIONAL LAND @ WELL SITE NO. 12

IN THE COUNTY OF RIVERSIDE

EXHIBIT "A"

MARCELL ASSOCIATES

CITY OF BANNING

P.O. Box 371
Banning, CA 92220
(909) 924-5425

9-17-2001

SHT. 1

FOR: C.O.B.W.D.

OF 1

JOB NO. 1227

SHT. 6

2004-145041
03/22/2003 08:00A
2 of 5



LEGAL DESCRIPTION FOR ADDITIONAL LAND @ WELL SITE NO. 12
SECTION 18, T3S, R1E, SBM

THAT PORTION OF PARCEL NO. 3 OF PARCEL MAP NO. 28971 RECORDED
IN PARCEL MAP BOOK 198 PAGES 8-10 RECORDS OF RIVERSIDE COUNTY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL NO. 3,
THENCE SOUTH 00°33'43 WEST A DISTANCE OF 185.00 FEET;
THENCE NORTH 89°26'17 WEST A DISTANCE OF 140.00 FEET;
THENCE NORTH 00°33'43 EAST A DISTANCE OF 185.00 FEET;
THENCE SOUTH 89°26'17 EAST A DISTANCE OF 60.95 FEET;
THENCE SOUTH 00°33'43 WEST A DISTANCE OF 66.55 FEET;
THENCE SOUTH 89°26'17 EAST A DISTANCE OF 50.00 FEET;
THENCE NORTH 00°33'43 EAST A DISTANCE OF 66.55 FEET;
THENCE SOUTH 89°26'17 EAST A DISTANCE OF 29.05 FEET
TO THE POINT OF BEGINNING

THIS PARCEL CONTAINS 0.52 ACRES MORE OR LESS.



EXHIBIT "B"

CONDITIONS

Landscape & Height Requirement:

The City of Banning agrees to at all times maintain the perimeter area surrounding this well-site to minimize the negative effects of this well-site and potential storage tank in relation to the abutting property owners. "Maintain" in this context shall mean a substantial screening of future structures on the well-site property using a combination of earthen dikes or walls, and landscaping (i.e. Redwood, Cedar Diadora, Eucalyptus Trees with ground cover). Any perimeter wall must be of block material unless pre-approved by the abutting property owners. The wall or dike must be at least 60% the height of the tallest structure on the property with a minimum height of 6 feet from natural ground level. The City of Banning agrees to cooperate with the abutting property owners in the design of the surrounding enclosure to be consistent with the development intent of the abutting owner's property. The maximum height of any structure on the property shall be 16 feet from natural ground level unless otherwise agreed to by the City of Banning and the abutting property owners.

These Conditions shall run with the land and become a part thereof.



2002-145041
03/22/2002 02:00A
4 of 5

RECORDING REQUIRED BY AND
WHEN RECORDED RETURN TO:

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

This document is recorded at the request
of the City of Banning Pursuant to Govt.
Code Section 6103. No fee shall be
charged therefor.

(THIS SPACE FOR RECORDER'S USE)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant Deed dated February 13, 2002, from The 4890 Group, LC and Arizona Limited Liability Company, to the CITY OF BANNING, a municipal corporation, is hereby accepted by the CITY OF BANNING pursuant to authority conferred by the City Council on this 12th day of March, 2002, and the Grantees consent to recordation by its duly authorized agent.

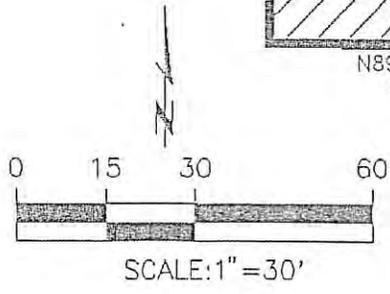
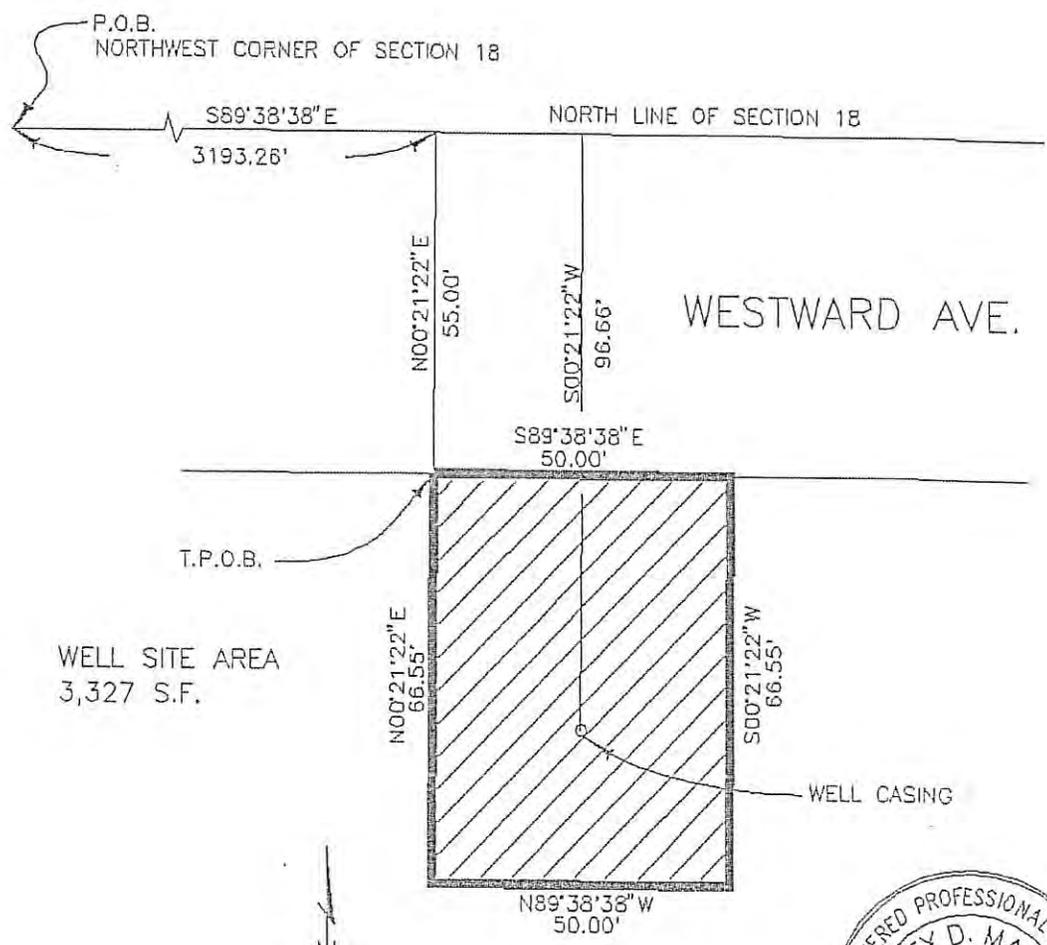

Marie A. Calderon, City Clerk
City of Banning, California

Date: March 13, 2002
(S E A L)



2002-145041
03/22/2002 08:00
5 of 5

APN 537-120-002



THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.
IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

LEGAL DESCRIPTION PLAT FOR WATER WELL NO. 12

IN THE COUNTY OF RIVERSIDE

EXHIBIT "A"

MARCELL ASSOCIATES
P.O. Box 371
Banning, CA 92220
(909) 922-9557

MOUNTAIN WATER COMPANY
1266 HIGHLAND HOME ROAD
BANNING, CA. 92220

April 25, 1996
FOR: M.W.C.
JOB NO. 1074

| | |
|-------|---|
| SHT. | 1 |
| OF | 1 |
| SHTS. | |

ATTACHMENT 3

Cozad and Fox, Inc.
Proposal

PROPOSAL TO PROVIDE SURVEY AND RIGHT-OF-WAY SERVICES RFP #19-004



Prepared for:
City of Banning
Public Works Department
99 East Ramsey St.
Banning, CA 92220-0998

August 24 2018



Proud History
Prosperous Tomorrow



TABLE OF CONTENTS



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ADDENDUM NO. 1 – Issued 8/8/18

ADDENDUM NO. 1 – Issued 8/21/18

ADDENDUM NO. 1 – Issued 8/22/18

COVER LETTER



- CIVIL / STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

August 24, 2018

City of Banning
Public Works Department
99 East Ramsey Street
Banning, CA 92220

P: (951) 922-3120

RE: PROPOSAL TO PROVIDE SURVEY AND RIGHT-OF-WAY SERVICES – RFP NO. 19-004

Cozad & Fox, Inc. is pleased to provide the following proposal for Professional Land Surveying and Right-of-Way Services.

Providing responsive, quality Survey Services to the City of Banning is a top priority for Cozad & Fox, Inc., we want to be the City of Banning's "Go-To" Consultant. Over the years Cozad & Fox, Inc. has worked with many public agencies on numerous successful projects and our team is committed to deliver "Headache Free" surveying services.

Cozad & Fox, Inc. has provided Professional Land Surveying Services for public infrastructure and site facilities for over 40 years, our primary clients have been municipalities, water districts, public agencies, park districts, schools and universities throughout Southern California. Cozad & Fox, Inc. has regional expertise and has successfully completed survey services for over 100 miles of street improvement, water and sewer projects including several storage reservoirs, wells, booster pump stations and other water, sewer and recycled water facilities. Our expertise and extensive experience with regional municipalities and agencies makes Cozad & Fox, Inc. the right choice for Professional Land Surveying Services.

Cozad & Fox, Inc. will perform surveying services in-house, however to supplement our team needed, we also intend to utilize, Inland Aerial Surveys, Inc. for aerial topographic surveys and The Independent Appraisers for Right-of-Entry negotiations and appraisals. Our office is located in Hemet, which makes it easy for us to respond quickly to meet your needs.

Providing comprehensive surveying services to the City of Banning is what we do best. We have provided surveying services through annual on-call agreements with the Riverside County Transportation Department, the Riverside County Survey Department, the Eastern Municipal Water District, the City of Temecula, the City of Indio, and the City of Hemet. We are also on the Economic Development Agency of Riverside County's list as one of their preferred consultants. The Riverside County Park and Open Space District awarded us an annual agreement to be their on-call consultant. Over the past 40 years we have provided Professional Engineering and Land Surveying services to the cities of Indio, Hemet, Riverside, San Bernardino, Moreno Valley, Perris, Murrieta and San Jacinto as well as several Water Districts, the University of California at Riverside, Cal Poly Pomona, and the University of Redlands. We have developed a track record of being called back time and again to provide "one stop" surveying services to these agencies.

We believe **Cozad & Fox, Inc.** can provide the **City of Banning** with comprehensive complete and worry free Land Surveying Services because:

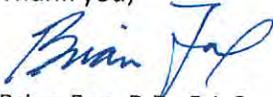
- ❖ **We maintain a manageable workload and effective staff by providing engineering and construction support services to only a select number of municipal clients.** Our work for developers is very minimal and our main focus is on municipal clients
- ❖ **You'll get my personal commitment to be the Principal-in-Charge of your projects,** and along with our staff, we will be the ones at the table with you every step of the way.
- ❖ We have a track record of meeting and exceeding our client's expectations. We are **on-call consultants to the Riverside County Transportation, Eastern Municipal Water District** and several cities.
- ❖ Our **survey support team** is experienced and effective at keeping **projects on schedule and within budget.**
- ❖ **Our surveyors are highly skilled** and are able to perform most surveys as a 1-man survey crew which outperforms our competitors' two-man survey crews, a 1-man survey crew will save the City money. We have cutting edge equipment Including GPS units and Robotic Total Stations, GPS base station located on the roof of our building and data collection software which allows us to **quickly and accurately perform surveys.**

Finally, **Cozad & Fox, Inc.** has the Land Surveying and expertise to get **the City of Banning's projects done on time and within budget.** We have a long successful history of providing exactly these same types of services to municipalities and agencies throughout Southern California. **Cozad & Fox, Inc.** attest that **all information submitted in this proposal is true and correct.** We look forward to providing the **City of Banning** with the expertise and commitment to provide the best services possible.

Cozad & Fox, Inc. guarantees that our fee structure for this proposal will be valid for a period of at least 180 days. We look forward to providing the **City of Banning** with the expertise and commitment to provide the best services possible.

Cozad & Fox, Inc. received all addendums and incorporated them into this proposal.

Thank you,



Brian Fox, P.E., P.L.S.
President

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**BACKGROUND & QUALIFICATIONS
FOR SURVEY AND
RIGHT-OF-WAY SERVICES**



BACKGROUND & QUALIFICATIONS FOR SURVEY AND RIGHT-OF-WAY SERVICES

Cozad & Fox, Inc. is a regional leader in providing Professional Land Surveying Services since 1977 and has provided Professional Land Surveying Services, Surveying and Construction Support Services for over 100 miles of roadway and utility routes throughout Riverside County and the Southern California region. We are located in Hemet, California and employ a staff experienced Land Surveyors, Engineers and clerical staff. Our office is open Monday through Friday from 8:00 a.m. to 5:00 p.m. to meet your needs. Our vast experience in the San Geronio Pass region and proximity to the job sites will be beneficial to the City when a survey crew or surveyor is needed to immediately respond to job site demands, which might include measuring pothole depth or location or assisting with last-minute field changes during construction. **Cozad & Fox, Inc.** has assisted agencies with the up-front topographic, control, Right-of-Way, or aerial topographic surveying for municipal facilities, water and sewer projects, street improvement, as well as construction support for facilities designed by others. **Because we are not involved in land development inside the City limits we do not have a conflict of interest. We will still be there to serve the City when other firms are busy serving big developers.** Over the years **Cozad & Fox, Inc.** has taken the lead on over 100 projects, providing surveying for over 100 miles of water, recycled water and sewer pipelines and assisting Regional Water Districts on lift stations, pumping plants, water storage tanks, and other District facilities. Services have included 1) planning, surveying and design of pipelines to meet District standards and guidelines; 2) performing Right-of-Way services, including boundary and Right-of-Way analysis and preparation of legals and plat maps; and 3) providing surveying, services to modify, improve, or repair other City facilities. We have also provided design and construction administration services.

We believe that **Cozad & Fox, Inc.** can provide superior service to the **City of Banning** because:

- ❖ **We use the latest GPS, robotic total stations, drones and advanced data collection systems** that interface with our office computers to provide seamless topographic mapping and construction stakeout. **Because Cozad and Fox, Inc. utilize the most advanced technological survey equipment, we are able to perform most surveys using a one-man crew, saving the City time and money.**
- ❖ **We will commit to assign the same highly trained personal to the survey team for each and every project.** The team members will include Brian Fox RCE, LS, Principal, and Robert Vestal, RCE, LSIT, Survey Manager/Party Chief. In this way, the survey crew is staffed by trained and well-educated party chiefs. R.Vinicio Ontiveros, LSIT, will be party chief, Robert Pisa, LSIT, David Valenzuela, EIT, and Carlos Hernandez, P. Eng (Canada) will provide office survey support if there are engineering or design changes that need to be made.



- ❖ **Our survey crew will double check all survey calculations**, field check the marking of staking laths, and double check cut sheets prior to sending the data to the City and the Contractor.
- ❖ Because we are able to field as many as three survey crews, we can and often **provide same-day or next-day service**, particularly during construction surveying. This helps keep the contractor on schedule and on budget.
- ❖ **We emphasize job site safety** and continually train our staff to **abide by traffic safety** and OSHA regulations.
- ❖ **The project engineer will be assigned to the survey crew with Robert Vestal RCE, LSIT, and/or R.Vinicio Ontiveros, LSIT Survey Party Chief**, during the topographic survey to personally collect the field topographic data necessary for the design. **We believe that by surveying our own projects and assigning the project engineer to the crew, we can provide better quality control than any of our competitors.**

Cozad & Fox, Inc. also has **annual agreements to provide Professional Engineering Services** to:

- ❖ **The City of Banning**
- ❖ **The City of Hemet**
- ❖ **The Riverside County Economic Development Agency**
- ❖ **The Riverside County Regional Park & Open-Space District**
- ❖ **The Eastern Municipal Water District**

At the Riverside County Transportation Department's Survey Section, we are in our ninth year of providing surveying services under our Annual Agreement. **We are one of only a few firms that were selected by the Survey Department to provide consulting surveying services.** Our services have included field control, topographic, and construction surveying as well as office survey support services, which have included preparation of legal descriptions and plat maps for easement and Right-of-Way dedication. **We have also provided final map checking services including boundary analysis for hundreds of maps submitted through the Riverside County Transportation Department's Survey Section.**

METHODOLOGY



METHODOLOGY

PROJECT MANAGEMENT & CONTROLLING THE BUDGET

Before we begin a project, we prepare a detailed list of tasks required to complete the project. The detailed tasks provide a basis for estimating our services, scheduling, maintaining control and providing a detail scope of services to be included with the contract. Upon award of the project, an initial pre-design or pre-construction meeting is held between the **City of Banning**, our Project Manager and the survey crews to confirm the scope of services and project schedule and to identify any special requests. **After the City's pre-design or pre-construction meeting, we again hold our own in-house "project kick-off" meeting between the project manager design team and the surveying staff to identify routine and unique tasks during the project.** We also review the man-hour budget and schedule to set goals to meet specific milestones.

The project manager will review the project and budget during our in-house daily project meetings and make submittal to the City at the 30%, 60%, 90%, and 100% completion points. Depending on the size and duration of the project, progress data may also be submitted to the City more frequently. The project manager will update the City either by telephone, email or mail on a weekly basis. **Cozad & Fox, Inc. strives to maintain close communication between our project manager and City staff during the course of each project in order to keep the project on schedule.**

If requested by City staff, Cozad & Fox, Inc. will attend City Council and Planning Commission Meetings as necessary. Exhibits and presentations will be prepared as required to inform City leaders and stakeholders regarding project status, various components, advantages, disadvantages and impacts.

PROJECT SCHEDULING

In order to properly schedule the project a detailed list of tasks and timeframes are developed into a detailed project schedule in Microsoft Project. **Cozad & Fox, Inc.** maintains a manageable staff of field savvy engineers and designers who are also surveyors. This provides us with flexibility to assign any of our staff members to the team. The project schedule is developed based upon City input, subconsultants, processing times, financial deadlines such as grants and other requirements. **Cozad & Fox, Inc.** is committed to putting municipal clients first and the **City of Banning's** schedule will take priority, by managing staff and workload. **Cozad & Fox, Inc.** will be there when the **City of Banning** needs us.



SCOPE OF WORK

LOCATION 1 – NORTH OF WASTEWATER TREATMENT PLANT, VERIFICATION OF SCOTT Street

SYNOPSIS: Based upon our preliminary research, Scott Street appears to have been offered for dedication but never formally accepted. The offer is a perpetual offer of dedication that can be accepted anytime unless there has been a Street Vacation Right-of-Way. The following tasks will be required to investigate Scott Street Right-of-Way.

1. **RESEARCH, REVIEW AND OBTAIN TITLE REPORT** – Cozad & Fox, Inc. will obtain a preliminary title report, perform research and review available deeds, easement documents and survey records at the County of Riverside to verify Right-of-Way along Scott Street, between Westward Avenue and Charles Street.
2. **RIGHT-OF-WAY SURVEY** – Cozad & Fox, Inc. will perform a field survey based on the preliminary title report, recorded grant deeds, and parcel maps to determine if adequate on-site and off-site control is in place in order to establish the Right-of-Way of Scott Street. If no control is found, and property corners and centerline monuments will need to be set, a Corner Record will need to be prepared and filed. The monumentation and Corner Record is listed below as optional tasks
3. **SURVEY EXHIBIT** – Cozad & Fox, Inc. will prepare an exhibit to document the survey research results and field monumentation. If the Optional Corner Record is prepared, it can serve in lieu of the Survey Exhibit, therefore the Survey Exhibit is not needed.

OPTIONAL TASKS

4. **SET RIGHT-OF-WAY, MONUMENTATION AND STAKE RIGHT-OF-WAY** – If corners are missing and need to be set in order to monument Scott Street, Cozad & Fox, Inc. will set a 1" iron pipe with a plastic plug inscribed with the registration number of a Licensed Land Surveyor at each property corner along the Right-of-Way and at centerline intersections. Lath or PVC pipe will be set next to the property corners for viewing purpose.
5. **CORNER RECORD** – Cozad & Fox, Inc. will prepare a Corner Record to comply with the California Business and Professions Code Section 8762 requirements for establishing and reestablishing property corners, centerline monuments and to provide an exhibit for the owner to perpetuate the survey.



LOCATION 2 – Wastewater Treatment Plant SITE (APN: 532-180-052)

SYNOPSIS: Based upon our preliminary research, there appears to be some discrepancies between the fence lines and the boundary. The following tasks will require to resolve the deed and boundary discrepancies with the Wastewater Treatment Plant Site.

6. **RESEARCH, REVIEW AND OBTAIN TITLE REPORT – Cozad & Fox, Inc.** will obtain a preliminary title report and perform research and review available deeds, easement documents and survey records at the County of Riverside to verify the record “Paper” Boundary of the Wastewater Treatment Plant Site.
7. **ANALYZE EXISTING DEEDS AND RECORDED DOCUMENTS – Cozad & Fox, Inc.** will review existing deeds and recorded documents, to verify the wastewater treatment plant property is within the fenced area. It is possible that the existing legal description may have been incorrectly recorded, allowing encroachments onto the City property.
8. **LEGAL DESCRIPTION AND PLAT –** If additional property is required for the Wastewater Treatment Plant or if a correct legal description is required, **Cozad & Fox, Inc.** will prepare a legal description and plat for the additional property and to correct the deed.
9. **BOUNDARY SURVEY FOR THE WASTEWATER TREATMENT PLANT SITE (APN: 532-180-052) – Cozad & Fox, Inc.** will perform a field boundary survey based on the record subdivisions map recorded grant deeds furnished by the **City of Banning** to search for adequate on-site and off-site control in order to establish the boundary of the Wastewater Treatment Plants.
10. **SURVEY EXHIBIT – Cozad & Fox, Inc.** will prepare an exhibit to document the research results and monumentation. If the Optional Record of Survey is prepared, it can serve in lieu of the Survey Exhibit, therefore the Survey Exhibit is not needed.

OPTIONAL TASKS

11. **APPRAISAL –** If additional property will need to be purchased **Cozad & Fox, Inc.** will team with **The Independent Appraisers Group** to provide an appraisal for the additional property.
12. **SET PROPERTY CORNERS AND STAKE PROPERTY LINE – Cozad & Fox, Inc.** will set a 1” iron pipe with a plastic plug inscribed with the registration number of a Licensed Land Surveyor at each property corner. Lath or PVC pipe will be set next to the property corners for viewing purpose.
13. **RECORD OF SURVEY –** Since the boundary has changed from the original subdivision, a Record of Survey will be required. **Cozad & Fox, Inc.** will prepare a Record of Survey to comply with the California Business and Professions Code Section 8762 requirements for establishing new property corners, and to provide a recorded document for the owner to perpetuate the boundary.



LOCATION 3 – Well M-12 (APN: 537-120-024)

SYNOPSIS: It is our understanding that the Well M-12 parcel will need to be monumented and updated Grand Deed will need to be recorded.

14. **RESEARCH, REVIEW AND OBTAIN TITLE REPORT** – **Cozad & Fox, Inc.** will obtain a preliminary title report and perform research and review available deeds, easement documents and survey records at the County of Riverside to verify Well M-12 (APN: 537-120-024) boundary and Right-of-Way along Westward Avenue.
15. **BOUNDARY SURVEY** – **Cozad & Fox, Inc.** will perform a boundary survey based on the recorded Grant Deeds to search for adequate on-site and off-site control. In order to monument the boundary survey of the Well M-12 Site (APN: 537-120-024) and since the parcel was subdivided by deed and not a map, a Record of Survey is required to set the property corners.
16. **UPDATE AND RECORD GRANT DEED** – **Cozad & Fox, Inc.** will update and assist the **City of Banning** to record the updated deed.
17. **RECORD OF SURVEY / SURVEY EXHIBIT** – **Cozad & Fox, Inc.** will prepare a Record of Survey to comply with the California Business and Professions Code Section 8762 requirements for monumenting the property corners, and to provide an exhibit for the owner to perpetuate the survey.
18. **SET PROPERTY CORNERS AND STAKE PROPERTY LINE** – **Cozad & Fox, Inc.** will set a 1” iron pipe with a plastic plug inscribed with the registration number of a Licensed Land Surveyor at each property corner. Lath or PVC pipe will be set next to the property corners for viewing purpose.



LOCATION 4 – Future Reservoir Site (APN: 544-250-031)

SYNOPSIS: It is our understanding that (APN: 544-250-031) will be a Future Reservoir Site. The site appears to be 11.27 acres gross and is also known as Parcel 3 of Parcel Map No. 28338, MB. 202/34. Since this is a recent subdivision (performed in 2002) the property corers should be in place.

19. **RESEARCH, REVIEW AND OBTAIN TITLE REPORT** – Cozad & Fox, Inc. will research and review available deeds, easement documents and survey records at the County of Riverside to verify the boundary of the Future Reservoir Site (APN: 544-250-031).
20. **OBTAIN RIGHT-OF-ENTRY** – Cozad & Fox, Inc. will team with **The Independent Appraiser Group** to obtain a Right-of-Entry onto the future reservoir site. The Right-of-Entry will be used for access for the topographic survey and appraisal.
21. **AERIAL TOPOGRAPHIC SURVEY** – Cozad & Fox, Inc. will team with **Inland Aerial Survey** to perform an aerial topographic survey.
22. **BOUNDARY SURVEY** – Cozad & Fox, Inc. will perform a boundary survey based on the Future Reservoir Site boundary and to search for adequate on-site and off-site control and property corners. If corners are missing and need to be re-set, a Corner Record will need to be prepared and filed to re-set the missing corners. The Corner Record is listed below as an Optional Task.
23. **SURVEY EXHIBIT** – Cozad & Fox, Inc. will prepare an exhibit to document the research results and monumentation.
24. **APPRAISAL** – If additional property will need to be purchased **Cozad & Fox, Inc.** will team with **The Independent Appraisers Group** to provide an appraisal for the additional property.

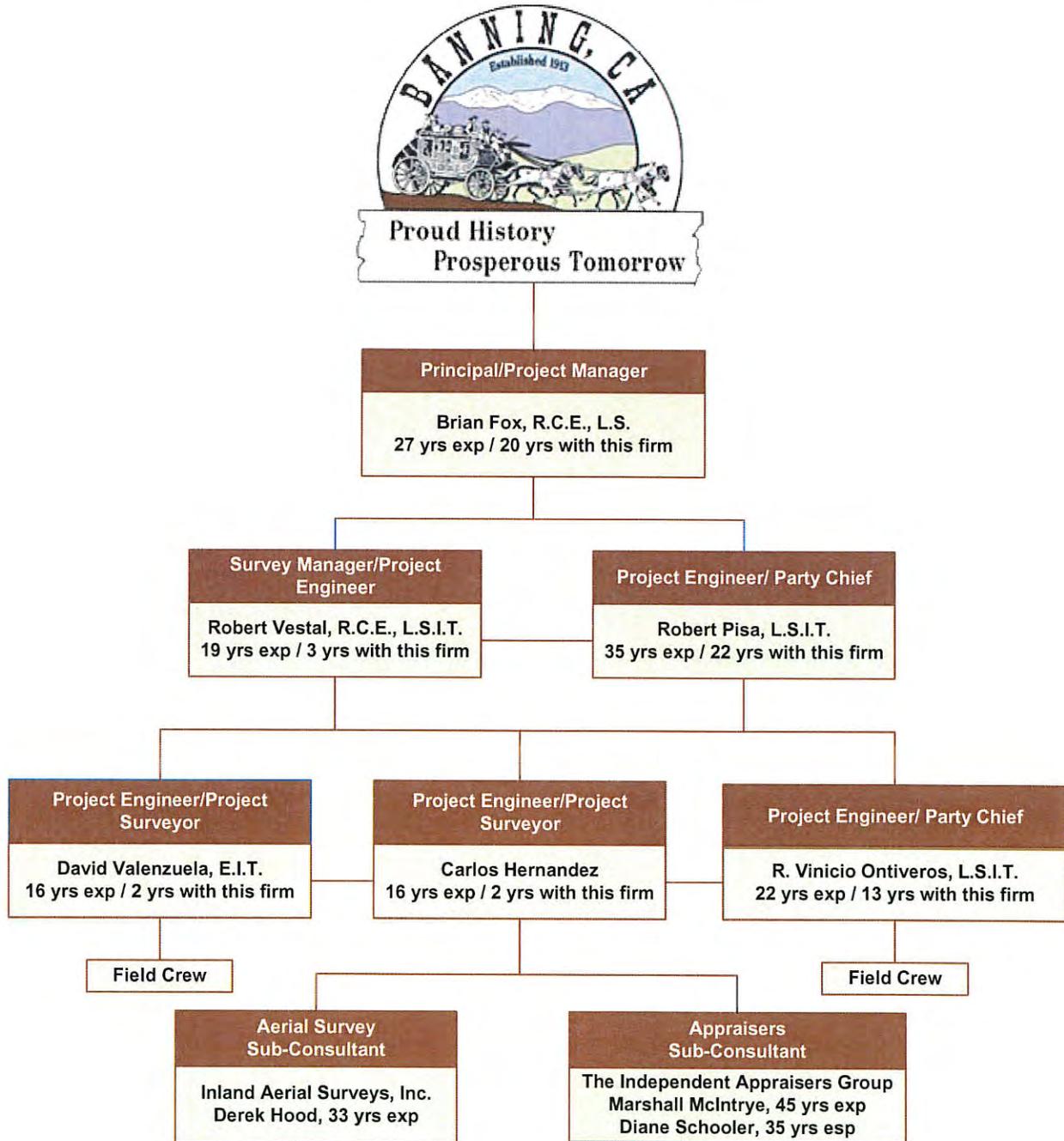
OPTIONAL TASKS

25. **CORNER RECORD** – If property corners are missing and need to be re-set, **Cozad & Fox, Inc.** will prepare a Corner Record to comply with the California Business and Professions Code Section 8762 requirements for establishing and reestablishing property corners, and to provide an exhibit for the owner to perpetuate the survey.
26. **RE-SET PROPERTY CORNERS AND STAKE PROPERTY LINE** – Cozad & Fox, Inc. will set a 1" iron pipe with a plastic plug inscribed with the registration number of a Licensed Land Surveyor at each property corner of the Right-of-Way. Lath or PVC pipe will be set next to the property corners for viewing purpose.

PERSONNEL ORGANIZATON CHART



PERSONNEL ORGANIZATION CHART





PERSONNEL RESUMES

BRIAN D. FOX, M.S.C.E.
REGISTERED CIVIL ENGINEER NO. 57264,
PROFSSIONAL LAND SURVEYOR NO. 7171

Brian D. Fox is a registered civil engineer and professional land surveyor licensed in the State of California. Brian Fox joined the firm of **Cozad & Fox, Inc.** in September of 1990 as project designer. In the mid 90's Mr. Fox also worked for Metropolitan Water District where he performed Field Design of numerous pipelines at Diamond Valley Lake. While with MWD, Mr. Fox also performed construction surveys and field design for pipelines, treatment facilities and pumping plants.

As a Project Leader and Project Manager, Mr. Fox has been the team leader for both public and private sector civil engineering projects. Mr. Fox's expertise includes water and sewer improvements, qualified SWPPP developer, construction administration, inspection, project management design of grading, drainage and storm drain facilities, street and highway improvements, storm channels, hydrology and hydraulic studies, and GPS, topographic and construction surveys. Mr. Fox's unique combination of public and private sector experience combined with extensive field construction and design experience give Mr. Fox a solid background in project design, processing and construction.

Mr. Fox's educational background includes a Bachelor of Science degree in Civil Engineering with Survey Option from California State Polytechnic University, Pomona, where he graduated Cum-Laude. He has also received a Master of Engineering degree with emphasis in structural engineering from California State Polytechnic University, Pomona. In addition, he has completed extensive civil engineering course work at California State University, Long Beach.

Mr. Fox is a member of Chi-Epsilon, the Civil Engineering Honor Society; Tau Beta Pi; Phi Kappa Phi, the top 5 percent honor society; and Golden Key National Honor Society.



Education

Bachelor of Science - Civil Engineering-Survey Option
California State Polytechnic University, Pomona, 1995
Masters – Engineering
California State Polytechnic University, Pomona, 2001

Registrations

Professional Land Surveyor
No. 7171, California
Registered Civil Engineer No.
57264, California
Qualified Stormwater
Developer No. 0967, California

Affiliations

California Land Surveyors
Association
Chi Epsilon
Tau Beta Pi
Phi Kappa Phi
Golden Key National Honor
Society

Publications

A.C.S.M. Mobile Device for the
Remote Mapping of Electric
Fields



ROBERT L. VESTAL
REGISTERED CIVIL ENGINEER NO. 86258
LAND SURVEYOR-IN-TRAINING NO. 8179

Robert L. Vestal rejoined the firm of **Cozad & Fox, Inc.** in 2014 as a Project Engineer and Survey Party Chief. Mr. Vestal originally worked for the firm in the late nineties. Mr. Vestal has over 18 years of experience in civil engineering and land surveying. He has worked for various engineering firms throughout the Riverside County area and he also worked for the County of Riverside, Transportation Department. As Project Engineer his responsibilities include performing various engineering related studies (Hydrology, Pipe Networks, Hydraulic, Structural and Water Quality). Mr. Vestal's experience includes various commercial, residential, municipal and industrial projects located throughout Southern California.

Education

Bachelor of Science
Civil Engineering - Survey
Option
California State Polytechnic
University, Pomona, 2015

Registrations

Registered Civil Engineer No.
86258 California
Professional Land Surveyor-
In-Training No. 8179
California

ROBERT PISA
LAND SURVEYOR-IN-TRAINING NO. 4493

Robert Pisa joined the firm of **Cozad & Fox, Inc.** in 1995 after two years with J. N. Beeler and Associates of Riverside. His initial training in the engineering field began in 1980 while enlisted in the United States Air Force and included being selected to attend the military's Advanced Engineering Design School. After leaving the Air Force, Mr. Pisa worked on the Space Shuttle Program for Lockheed Space Operations Company at Vandenberg Air Force Base as a Designer for Facilities Support. In 1986, Mr. Pisa went to work for M. K. Welch Surveys of Santa Maria, California, developing his experience with state-of-the-art computerized engineering practices. Mr. Pisa relocated to the Inland Empire in 1991.

Mr. Pisa has served as Project Engineer for public and private sector civil engineering projects. His experience includes water and sewer design, design of storm drainage facilities, topographic surveys, construction surveys, designing, grading and drainage plans, street improvement plans, and survey maps required by the Subdivision Map Act.

Education

A.S. - Animal Husbandry,
State
University of New York at
Morrisville
A.A. - Liberal Studies
Allan Hancock College
Advanced Engineering Design
School - U.S.A.F.
Bachelor of Arts - Liberal
Studies
California State University,
San Bernardino

Registrations

Land Surveyor-In-Training
No. 4493

Education

Orange County
Community College
Middletown, New York



**R. VINICIO ONTIVEROS, B.S.C.E.
LAND SURVEYOR-IN-TRAINING NO. 6344**

Mr. Vinicio Ontiveros began his career in Civil Engineering and Land Surveying in 1991 and has since performed Civil Engineering design and Land Surveying in Riverside, Orange, and Los Angeles counties. In 1993, Mr. Ontiveros returned to University of Mexico to complete his Civil Engineering degree. Mr. Ontiveros received a Bachelor of Science degree in Civil Engineering from University of Mexico in 1995.

Mr. Ontiveros's experience includes water and sewer design, topographic and construction surveying, design of grading and drainage plans, street improvement plans and storm drain plans. Mr. Ontiveros is well versed in AutoCAD and MicroStation, and has developed expertise in Civil Engineering software such as Land Development Desktop and Eagle Point.

Education

Bachelors Science –
Civil Engineering
University of Mexico

Training

AutoCAD Land Development
Desktop
MicroStation
ArcView

Registrations

Land Surveyor-In-Training No.
6344

**DAVID VALENZUELA
ENGINEER-IN-TRAINING NO. 162000**

David Valenzuela has over 15 years in the construction industry. He has extensive experience in the water and wastewater industry, in addition to vertical construction, pipelines and street construction. He has worked as quality control as well as provided various Construction Management Services water districts throughout Southern California. David has experience in project administration, schedule review, inspection, and jobsite safety. He has worked as lead inspector for the Elsinore Valley Municipal Water District's \$28M Capital Improvement Program as well as provided on-call services for Elsinore Valley Municipal Water District, and West Basin Municipal Water District. His expertise includes review of project submittals, road construction, including grading, paving, water and sewer pipeline construction, jack and bore construction, and masonry construction.

Education

Bachelor Science – 2014
Civil Engineering
California State Polytechnic
University, Pomona

Registrations

Engineer In Training No.
162000
OSHA 30 Certified



CARLOS HERNANDEZ
PROFESSIONAL ENGINEER AB, CANADA NO. 164116

Carlos Hernandez has over 15 years of Civil Engineering Design and management of land development projects in several industries such as public works, mining, dry utilities transportation, residential, commercial and industrial. Carlos joined the team of **Cozad & Fox, Inc.** as a designer in 2003, and moved to Canada, where he received his Professional Engineer License. He has just returned this year back to the U.S.A. and has joined our firm. Carlos is highly proficient in utilizing design software such as AutoDesk Land Desktop, Autodesk Civil 3D, Microstation and Auto Desk Raster Design.

Education

Bachelor Science – 2003
Civil Engineering
California State Polytechnic
University, Pomona

Registrations

Professional Engineer
AB, Canada, No. 164116

PERSONNEL AVAILABILITY

Cozad & Fox, Inc. is committed to meeting the **City of Banning's** objectives in a consistent and timely manner. To strengthen our commitment, **Cozad & Fox, Inc.** will perform the following:

- ❖ **Cozad & Fox, Inc. will typically respond within 24 hours;**
- ❖ **Maintain constant communication with the City of Banning staff;**
- ❖ **Give the City of Banning our personal commitment to be readily available;**
- ❖ **Limit our consulting services to only a select few agencies clients;**
- ❖ **Assign the same dedicated team to each and every City of Banning project;**
- ❖ **Develop and maintain a detailed schedule to allocate time and resources;**
- ❖ **Reach out to the City of Banning staff ASAP and establish contacts and professional relationships;**

SUBCONSULTANTS RESUMES

Derek Hood, P.L.S. of **Inland Aerial Surveys, Inc.** will team with **Cozad & Fox, Inc.** to perform aerial topographic surveying including flying/photographing the site to develop digital aerial topographic mapping, with the accuracy, contour interval and scale required for the project, (**Resume included on page 13**).

Marshall McIntyre, MAI, and Diane Schooler both of **The Independent Appraisers Group** will team with **Cozad & Fox, Inc.** to provide an appraisal for the additional property. (**Resume included on page 14 & 15**).



INLAND AERIAL SURVEYS, INC.

7117 Arlington Avenue, Suite A • Riverside, CA 92503
Phone (951) 687-4252 • Fax (951) 687-4120
Email IAS@INLANDAERIAL.COM

INLAND AERIAL SURVEYS, INC. - Corporate Profile

Small Business certification #0035143 – State of California, Department of General Services.

Small Business certification #30861– The Port of Long Beach, San Diego County Water Authority & Metropolitan Water District

Since our beginning in 1969, Inland Aerial Surveys, Inc. (IAS) has continued to serve an expanding number of clients in both the private and public sector. We offer all photogrammetric services, while specializing in the compilation of aerial topographic digital data.

Since its inception, IAS has been located in Riverside, CA. From this location, IAS has completed projects throughout California, Nevada, Arizona, Oregon, New Mexico, Hawaii and Mexico. Projects range from design scale 1"=20' to small scale mapping at 1"=500'.

Through the use of technologically advanced, precision equipment and capabilities, Inland Aerial Surveys has established a prominent reputation in the industry by providing an unequalled level of quality. An excellent reputation has been established by very close quality control of all phases.

DEREK C. HOOD, PLS President / Principal

INLAND AERIAL SURVEYS, INC.

Registrations - Credentials

California Professional Land Surveyor #6799

Nevada Professional Land Surveyor #12461

California Community College Teaching Credential #251137

Subject: Architectural, Engineering and Related Technologies.

Certified Party Chief – International Union of the Operating Engineers

1998 – President of the California Land Surveyors Association,
Riverside - San Bernardino Chapter.

BIO

Mr. Hood will be the Project Manager overseeing the acquisition of aerial photography, photogrammetric mapping & digital imaging operations for this project.

Mr. Hood began his Land Surveying career in 1979. He has worked on projects for both the public and private sectors. In 2000, Mr. Hood became Principal and President of Inland Aerial Surveys, Inc. and during this time has been specializing in photogrammetry. Past duties have included, but not limited to, managing the surveying and mapping departments for large Civil Engineering firms in the Inland Empire. Surveying services performed range from performing boundary establishment, control networks – established from conventional and GPS surveying techniques, Construction, Topographic mapping prepared from Aerial Photogrammetry, LIDAR and conventional Land Surveying techniques.

Mr. Hood with his diverse background in Land Surveying as well in Photogrammetry gives him a unique insight for any project.



OVERVIEW: The Independent Appraisers Group - August, 2018

OUR HISTORY, STRUCTURE, EMPLOYEES, GENERAL AND SPECIFIC PROJECT EXPERIENCE, AND RESOURCES.

We make up the Independent Appraisers Group (IAG), senior appraisers and support staff specializing in complex real estate market issues, who joined together in 2012 in order to better address the complexities of public agency property valuation in today's changed markets. Each of us has over 35 years of experience in communities all across Southern California. Each of us has a slightly different core concentration, which when combined together cover the broadest spectrum of property types, value issues, projects, and locations. We are assisted by Acquisitions Agent Donald W. Simpson and real property aides Lily Rodrigues, Kelsie Tuthill and Hilda Fetzner.

Marshall McIntyre, MAI, Senior Certified General Appraiser (AG008358) has 45+ years' broad-based experience in valuing commercial/industrial income properties and developmental projects, including 22 years as an independent fee appraiser operating his own office in Hemet, six years as Chief Appraiser for Redlands Federal Bank and nine years as Land Development Services Manager for Horizon Corporation. His broad experience specifically includes numerous widely-varied, complex commercial transactions incorporating ground leases and/or leasehold interests, as well as Federal ground leases of National Forest lands. Examples are: (a) 60-year term ground leased land at the SWC of Florida & Sanderson in Hemet, CA, involving three major anchors, 30 in-line tenants, all with varying rollovers and overage rents terms, and (b) San Bernardino National Forest preservation easement/ground lease with 99-year reversion. The full scope of his experience includes valuation, consultation and close litigation support in California and Arizona court cases, up to and including providing expert testimony before the U. S. Federal Trade Commission and the Securities and Exchange Commission. He is experienced in compiling UASFLA ("Yellow Book") appraisals, including in review for federal funding, and he is listed with SAM.gov as pre-qualified for the full range of federal projects. Marshall is the direct supervising appraiser on any and all IAG projects.

Diane Schooler, IAG Managing Partner has for 35+ years focused on valuation of related legal questions including: eminent domain; easements; partial-acquisitions; inverse condemnation; special use properties such as horse breeding farms, golf courses, abandoned corridors (e.g., "across the fence"), libraries, schools, water systems and reservoirs; divorce appraisals, dissolution valuations for corporations, LLCs and partnerships; bankruptcies; estate planning/tax valuation; date-of-death appraisals; interests of closely-held entities; construction defects and economic impacts of detrimental conditions including soils instability, contamination, construction defects, mold/water intrusion and flood hazards. She has appraised conservation land, excess land, leased land, Williamson Act land, and land with encroachments. She also is experienced in providing close litigation support and expert witness services. She is certified as a WOB, SBE and DBE. She is the initial primary contact for IAG information.

As independent appraisers, we each developed solid underlying practices of direct client support, timeliness and communication. As a group, we are able to sustain those practices while combining our specialized skills to address larger and more complex projects. In each appraisal assignment, one of us is the primary contact and director of the valuation process working with the others as dictated by the subject property type and the purpose for the appraisal. And as needed, we incorporate the skills of a network of affiliated professionals for things such as source-document research and retrieval, property acquisitions/dispositions, market data research and verification, construction inspections, mechanical/"f&e", and business valuations.



REFERENCES AND BRIEF LIST OF RECENT PUBLIC AGENCY CLIENTS

Banning Unified School District, (kwilliams@banning.k12.ca.us), Business Services/Facilities, 909-922-4049 x. 104062; 380 E. Lincoln Street; Banning, CA 92226.

- ❖ West Valley Water District: Engineering Services Manager, Ms. Linda Jadeski; (ljadeski@wvwd.org); 855 W. Baseline; Rialto, CA 92377 (909) 820-3713
- ❖ City of Redlands: Will Hamilton, (wahamilton@cityofredlands.org), Quality of Life Department, 909-798-7655; Dan McHugh, Esq., City Attorney, (909) 798-7595
- ❖ Orange County Sanitation District: Omar Sandoval, Esq., Woodruff, Spradlin & Smart, 555 Anton Boulevard, Suite 1200; Costa Mesa, CA 92626 (OSandoval@wss-law.com) (714) 415-1059; Ms. Wendy Smith, Planning Division Engineer; (wsmith@ocsd.com); (714) 593-7880; OCSD, 10844 Ellis Avenue, Fountain Valley, CA 92708
- ❖ El Toro Water District: General Manager Mr. Robert Hill (bhill@etwd.com), Mr. Dennis Cafferty, P. E. Director of Operations & Engineering (dcafferty@etwd.com) 24251 Los Alisos Boulevard, Lake Forest, CA 92630 (949) 837-7050; Gil Granito, Esq., (ggranito@redwineandsherrill.com), Redwine & Sherrill, 1950 Market Street, Riverside, CA (951) 684-2520.
- ❖ Eastern Municipal Water District: Corinne Galloway, ROW Agent; (gallowac@emwd.org); P. O. Box 8300; Perris, CA 92572-8300 (951) 928-3777. (NOTE: Diane Schooler provided appraisal services to EMWD for 24+ years.)
- ❖ City of Newport Beach (Specialized issues: e.g. Balboa Island sub-surface utilities easements, for Michael J. Sinacori, Assistant City Engineer)

- | | |
|--|--|
| <ul style="list-style-type: none"> ■ Banning Unified School District ● Redevelopment Agency of Perris ● Eastern Municipal Water District ● City of Perris ● Valley Wide Recreation District ● City of Escondido ● City of San Marcos ● Orange County Sanitation District | <ul style="list-style-type: none"> ● Lake Hemet Municipal Water District ● West Valley Water District ● Riverside County Redevelopment Agency ● City of Rialto ● Riverside Highland Water Company ● El Toro Water District ● City of Newport Beach ● City of Redlands ● Riverside County Flood Control and Conservation |
|--|--|

IAG; Mailing Address: P.O. Box 2042, Temecula, CA 92593;
Cell (858) 229-9295; direct (858) 756-5519, FAX (858) 777-3369
schooler-mcintyre_mai@usa.net OR schoolerco@usa.net

PROJECT EXPERICENCE



PROJECT EXPERIENCE

CITY OF BANNING RAMSEY AND HARGRAVE INTERSECTION IMPROVEMENTS

Cozad & Fox, Inc. was selected by the City of Banning, to provide engineering design, surveying and construction services for the widening of the intersection of Hargrave Street and Ramsey Street. A few of the projects key features were:

- ❖ Increasing the number of lanes available at the intersection
- ❖ Incorporating Riverside County Flood Control and Water Conservation District planned facilities along Hargrave Street
- ❖ Multi-agency coordination
- ❖ Preparation of several Right-of-Way dedication
- ❖ Traffic Signal and cross walk upgrades of signal equipment.
- ❖ Design a 14-inch distribution water main along Hargrave Street from Ramsey to William.

One of the unique aspects of this project was the alternative alignments to avoid certain utilities. Cozad & Fox, Inc. developed several exhibits and cost estimates to help the City determine the most feasible alignment.

The project is entering the construction phase. Anticipated Construction Date: December 2018

Art Vela, P.E.
Director of Public Works / City Engineer
(951) 922-3130

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Robert Vestal, P.E., L.S.I.T.
Bob Pisa, L.S.I.T.
R. Vinicio Ontiveros, L.S.I.T.



CITY OF BANNING Lion Park Expansion

Cozad & Fox, Inc. was selected by the City Engineer Banning, to provide civil engineering and surveying services for expanding Lions Park. A few of the projects key features were:

- ❖ Two multipurpose sports fields;
- ❖ Parking lot and field lighting;
- ❖ Drought tolerant landscaping;
- ❖ Several de-centralized detention basins located through the project;

One of the unique aspects of this project was the prefabricated restroom required to service the existing park and the expansion. Cozad & Fox, Inc. researched several companies and provided several options to the City that matched the aesthetic theme of the area. Cozad & Fox, Inc. also provide a cost estimate for each of the buildings.

The project is entering the construction phase. Anticipated Construction Date: December 2018

Art Vela, P.E.
Director of Public Works / City Engineer
(951) 922-3130

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Robert Vestal, P.E., L.S.I.T.
Bob Pisa, L.S.I.T.
R. Vinicio Ontiveros, L.S.I.T.





RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
Widening of approximately 4,000 Lineal Feet of Limonite Boulevard from Downey Street to Archer Street.

Mr. Richard Medina
Project Manager, 2nd District
(951) 955-9627

Cozad & Fox, Inc. was retained by the Economic Development Agency to provide **civil engineering** services, **surveying** services and **construction administration** services to widen $\frac{3}{4}$ of mile of Limonite Boulevard to four lanes with handicap accessible sidewalks. The project included field topographic surveying, recovery of centerline monumentation, civil engineering design of improvements, modification of a traffic signal, addition of a new traffic signal, and relocation of utilities for construction. During design, **Cozad & Fox, Inc.** coordinated utility relocation with the utility purveyors and provided construction administration and construction surveying services for the project. All services were coordinated not only with the **Economic Development Agency** but also with **Riverside County Transportation Department**.

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Bob Pisa, L.S.I.T.

The project was completed by **Cozad & Fox, Inc.** on budget and the **construction improvements by the contractor were completed within schedule**. Overall, **change orders from the contractor were kept to a minimum** and the project was successfully completed to the satisfaction of EDA and the local community.



EASTERN MUNICIPAL WATER DISTRICT
Moreno Valley Sewer Improvement Project

Erik Jorgensen, P.E.
Project Manager/Senior Civil Engineer
(951) 928-3777

- ❖ This Moreno Valley Sewer Improvement consisted of constructing approximately 2,080 linear feet of 15-inch VCP sewer pipeline along Indian Street, between Atwood Avenue and Cottonwood Avenue.
- ❖ Approximately 687 linear feet of 21-inch VCP sewer pipeline along the California Aqueduct East Branch, between Vandenberg Drive and Gold Star Drive.
- ❖ Approximately 46 linear feet of 8-inch VCP sewer pipeline on Vandenberg Drive
- ❖ Approximately 51 linear feet of 15-inch VCP sewer pipeline on Perris Valley Channel Lateral A maintenance access road within Riverside County Flood Control and Water Conservation District's Right-of-Way, on the north bank next to the end of Kitching Street.

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Robert Vestal, P.E., L.S.I.T.

Cozad and Fox, Inc. provided a practicable design that navigated several existing streets, congested with utilities. The project is currently out for bid.





**RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
Rubidoux Boulevard Street Improvement Project between
Mission Boulevard and the 60 Freeway.**

Pedestrian travel is heavy along Rubidoux Boulevard between Mission Boulevard and the 60 Freeway, particularly for children at Arbuckle Elementary School. Sections of street curb and sidewalks are deteriorating. Other sections have no sidewalks for pedestrian traffic. The Riverside County Economic Development Agency's (EDA) Rubidoux Boulevard Project is to construct new infill sidewalks, street curbs, driveways, streetlights, street repair, slurry seal of existing pavement and add new street striping to provide safe student travel and to meet the Americans with Disabilities Act (ADA) requirements for accessible routes.

EDA selected **Cozad & Fox, Inc.** to provide **construction administration** services for the Street Improvement Project. **Cozad & Fox, Inc.** administered the construction contract and orchestrated weekly on-site meetings, provided on-site observation and continuous inspection of work, responded to RFI's, processed change orders, processed shop drawings, reviewed submittals, provided construction surveying, directed the geotechnical testing and inspection, reviewed and authorized invoicing and determined the acceptability of the work. **Key aspects of our services include making sure the contractor stays on schedule and is coordinating with the utility consultant, not significantly disrupting traffic and working with the local community to provide access.**

Cozad & Fox, Inc. was well prepared to tackle the challenges on this project and still watch out for EDA's interest. Our survey crews were also available to provide construction survey staking and check design grades to make sure driveways work and the pedestrian path of travel is in compliance with ADA. Because coordination with the local utility agencies is also so vital for this type of project, **Cozad & Fox, Inc. performed a constructability review of the plans prior to construction, worked closely with Strategic Connections, Inc. to synchronize construction with SCE, coordinated field adjustments of water meters and other services and closely monitored the contractor to make sure there were no delays or cost overruns associated with the utility agencies**

Cozad & Fox, Inc.'s has performed construction administration, inspection, construction staking and resolving field changes all while keeping the project on schedule and on budget.



Mr. Richard Medina
Project Manager,
2nd District
(951) 955-9627

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Bob Pisa, L.S.I.T.





RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Rubidoux Library Project - Rubidoux, California

In conjunction with Kroh Architects, **Cozad & Fox, Inc.** provided **civil engineering** and **surveying** services for the design and construction of the Rubidoux Library at the southwest corner of Mission Boulevard and Riverview Drive. The scope of civil engineering services expanded overtime as the direction of the design of the library changed. **Cozad & Fox, Inc.** provided conceptual and precise on-site grading including **state of the art storm water quality management features that were recognized by Riverside County Flood Control and Water Conservation District as a leading example of the type of facilities the County should encourage for private development.** The project also included working with the **Rubidoux Community Services District** to provide water, sewer and fire protection services, coordinating with **Riverside County Transportation Department** to install sidewalks and driveways along both streets, preparation of the water quality management and erosion protection plan, preparation of the storm water pollution prevention plan and other surveying and civil engineering support services during design and construction. Services also included coordinating with the local utility providers including **Southern California Edison** and the **Rubidoux Community Services District** to vacate easements, dedicate new easements and coordinate services; processing and permitting through **Bob Lopez** with **Strategic Connections, Inc.** and vacating existing lot lines in coordination with **Riverside County Transportation Department's Survey Division.**

Although the scope of the project changed overtime and the project schedule was modified to meet other criteria, **Cozad & Fox, Inc.** provided civil engineering and surveying services within our scope of services and budget amounts provided to EDA. **The project has become a showpiece for the community and is directly across the street from Mission Plaza.**

Delia Flores
Project Manager, 2nd District
(951) 955-9627

Cozad & Fox, Inc.

Key Personnel

Brian Fox, P.E., L.S.

Bob Pisa, L.S.I.T.





CITY OF HEMET
Library and Downtown Revitalization Project

Cozad & Fox, Inc. was selected by the then City Traffic Engineer, **Juan Perez** to provide **planning, design and construction surveying** services for the City of Hemet's Downtown Library Project. The project was a corner stone to the City's downtown revitalization project and included not only design of the library and parking lot but widening of several nearby streets. **Cozad & Fox, Inc.** provided initial topographic and boundary surveying, conceptual and final precise grading plan design, on-site water and sewer service and fire protection facilities and construction surveying services in coordination with City staff.

One of the unique features of the project involved working with the City's selected architect to implement a project meeting the City Council's demanding requirements of the revitalization program.

The project was completed on budget and schedule.

Juan Perez, P.E.
Director RCTD
Former Director of Public Works
(951) 955-6740

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E.
Bob Pisa, L.S.I.T.



CITY OF HEMET
Fire Station No. 4 - Hemet, California

Cozad & Fox, Inc. provided **civil engineering and surveying** services to the City's architect for Hemet's Fire Station No. 4 located near **Riverside County Economic Development Agency's Hemet Ryan Airport**. **Cozad & Fox, Inc.** was retained by the City's architect after the original civil engineer failed to respond to services. **Cozad & Fox, Inc.** completed the initial topographic and boundary control survey, design of civil engineering improvements and provided construction surveying for completion of the project. The project included researching and designing connections to the City's original sewer facilities that were built prior to World War II. Coordination of connections and service of water and sewer were processed through the Eastern Municipal Water District in conjunction with the City and included dedicating and vacating easements for the utilities.

One of the unique aspects of the project occurred when the City's Architect suffered financial setbacks unrelated to this project and was not always responsive. **Cozad & Fox, Inc.** worked with the City to complete the project on budget and on schedule.

Colin McNie
Building Official
(951) 765-2475

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E.
Bob Pisa, L.S.I.T.





**EASTERN MUNICIPAL WATER DISTRICT
Trumble Recycled Water Pond Expansion Project**

- ❖ **Cozad & Fox, Inc.** prepared the preliminary design report to evaluate options and make recommendations for the design and construction of approximately 2,000 acre-feet of recycled water storage ponds adjacent to the existing Trumble Road facilities.
- ❖ The project includes evaluation and design of approximately 60' deep-water storage ponds in areas of high groundwater.
- ❖ Pumping and conveyance facilities were also evaluated to fully utilize the storage capacity of the new ponds.

Dave Ahles, P.E.
Project Manager /
Senior Civil Engineer
Fermin Balvaneda, P.E.
Civil Engineer II
(951) 928-3777

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Bob Pisa, L.S.I.T.



**EASTERN MUNICIPAL WATER DISTRICT
Gibbel Recycled Water Storage Reservoir and Supply Main Project**

- ❖ Providing the Eastern Municipal Water District with design-build services to construct the 5 million gallon Gibbel recycled water storage reservoir and 4,000 feet of 30" diameter supply main.
- ❖ EMWD selected **Cozad & Fox, Inc.** to team with Paso Robles Tank, Inc. to design and build the 5 million gallon welded steel water storage reservoir for the Gibbel Tank Project and includes 4,000 lineal feet of 30" diameter C.M.L.&C. recycled water supply pipeline in the city of Hemet.
- ❖ **Cozad & Fox, Inc.** successfully designed all of the water storage tank facility plans involving excavation and removal of over 100,000 cubic yards of material in rocky terrain at a sight specifically chosen by EMWD to meet environmental requirements.
- ❖ At the same time, our team designed the water transmission main to avoid other utilities and minimize disruption to traffic.
- ❖ **Cozad & Fox, Inc.** has also provided construction surveying services and construction administration support services to both EMWD and Paso Robles Tank, Inc.
- ❖ The project won Reservoir Tank of the Year for 2011 from the Steel Plate Fabricators Association.

Hossein Juybari, P.E.
Project Manager /
Senior Civil Engineer

Fermin Balvaneda, P.E.
Civil Engineer II

Karl Roland
Construction Administrator
(951) 928-3777

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Bob Pisa, L.S.I.T.





**RIVERSIDE COUNTY/ECONOMIC DEVELOPMENT AGENCY
Hemet Regional Service Center, Parking Lot Expansion
Project**

Susana Orozco,
Project Manager, 2nd District
(951) 955-9127

Project Description: The County of Riverside is proposing to add additional parking on the old Oroweat/Bimbo Bakery site adjacent south of the Hemet Regional Service Center facility located at 749 N. State Street. The Service Center is home to Work Force Development and District 2 Board of Supervisors offices both of which have identified the need for additional parking. The parking lot construction encompasses 0.72 acres of the 0.95 acre parcel which has been previously cleared of buildings and parking lots and vegetation. According to the Flood Insurance Rate Map No. 06065C1488G the southerly portion of the proposed site is located within "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD". The existing site is relatively flat (less than 1.0% slope) and Storm Water currently drains to the southwest to Menlo Avenue. The project does not cause any hydrologic conditions of concern (HCOC) because we are disturbing less than 1 acre. No Street Improvements are planned for this project, with the exception of an under sidewalk drain to be cut into the curb along N. State Street in order to act as an overflow outlet of the proposed Infiltration basin. The Infiltration basin has been designed so DMA's drain to a forebay of a LID BMP (Infiltration basin) in order to maximize infiltration and evapotranspiration. Historically the groundwater (see attached Infiltration Report) was measured at 50 feet (1904) and according to the attached infiltration report, today groundwater exceeds 200 feet beneath ground surface at the site.

Cozad & Fox, Inc.

Key Personnel

Brian Fox, P.E., L.S.

Bob Pisa, L.S.I.T.



REFERENCES



REFERENCES

1. **The City of Banning**, where we are “On-Call Engineering and Survey Consultants” for roadway construction. Dates: 02/10 – 02/20. Please call Art Vela at (951) 922-3130, avela@ci.banning.ca.us
2. **The Eastern Municipal Water District**, where we have also been selected as one of only a few “qualified consultants” to provide “On-Call Civil Engineering and Surveying Services” for construction of miles of water transmission mains, sewer mains, and reclaimed water pipelines. Dates: 1998 – 12/18. Please call at (951) 928-3777, John J. Wuerth, Senior Recycle Water Program Analyst, wuerthj@emwd.org, David Ahles P.E., Senior Civil Engineer, ahlesd@emwd.org, and Karl Roland, Construction Administrator rolandk@emwd.org.
3. **Beaumont Cherry Valley Water District**, where **Cozad & Fox, Inc.** was selected to provide “pipeline and tank design and survey services”. Dates: 12/17- Present Please call Dan Jagggers, P.E., General Manager, at (951) 845-9581, dan.jagggers@bcvwd.org
4. **The Lake Hemet Municipal Water District**, where we have been selected to perform a “Spillway Assesment for the Department of Safety of Dams” and **Cozad & Fox, Inc.** was also selected to perform an “Inundation Study for the Lake Hemet Dam” 11/17-Present. Please call Mike Gow, General Manager at (951) 658-3241 EXT. 238, mgow@lhmwd.org.
5. **The City of Hemet** where **Cozad & Fox, Inc.** has been selected to provide “On-Call Consulting Services” for civil engineering and design services for roadways, water facilities, surveying, bridges and plan check. Dates: 01/11 – 10/18. Please call Victor Monz, P.E., Assistant City Engineer (Retired) at (951) 488-7027.
6. **The Economic Development Agency of Riverside County**, **Cozad & Fox, Inc.** is currently providing civil engineering and land surveying for the **Anza Fire Station**, please call Erik Sydow, Project Manager at (951) 955-0911, esydow@rivco.org, **Cozad & Fox, Inc.** just recently completed the **Romoland Fire Station**, where we completed the street improvements, please call Dominick Lombardi at (951) 955-6622, dlombardi@rivco.org. **Cozad & Fox, Inc.** provided not only the design and surveying but also the complete construction administration services for the **widening of Limonite Boulevard in Pedley**. Dates: 2007 - 2009. Please call Bob Lucas, Project Manager, at (951) 955-9732. **Cozad & Fox, Inc.** provided civil engineering design and construction surveying services for **Ellis Avenue Street Improvements** in Riverside. Dates: 02/12 - 12/14. **Cozad & Fox, Inc.** provided final design services and construction administration & surveying services for the **Hemet Regional Service Center Parking Lot Improvement project**. Dates: 09/13 – 07/16 Please call Susana Orozco, Project Manager, at (951) 955-9127, sorozco@rivcoeda.org.
7. **The Riverside County Transportation Department’s Survey Section** where **Cozad & Fox, Inc.** is one of only two consultants providing “On-Call Surveying Services” to the survey department for construction of new roadway systems. Recent projects have included surveying of 8 miles of State Highway 79 from Thompson Road to Domenigoni Parkway. Dates: 09/06 – 10/18. Please call Tim Rayburn, Supervising Land Surveyor, at (951) 955-6700, trayburn@rctlma.org.
8. **Valley-Wide Recreational Park District** where **Cozad & Fox, Inc.** provided civil engineering and land surveying services for numerous parks and currently preparing **LAFCO legal descriptions and plats for annexation for Exchange Club Park**. Please call Dean Wetter, General Manager, at (951) 654-1505, dean@gorecreation.org.
9. **The Riverside County Regional Park and Open Space District** where **Cozad & Fox, Inc.** has been selected to provide “On-Call Consulting Services” for the District for boundary, topographic and construction surveying at their 31 park site system. Please contact Claire Clark, Senior Planner at (951) 955-6515.

**APPENDIX A –
Ex Parte Communication
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 RFP No. 19-004 Survey and Right of Way Services at any time after August 06, 2018.



OR

I certify that Proposer or Proposer's representatives have communicated after August 06, 2018 with a City Councilmember concerning the RFP No. 19-004 Survey and Right of Way Services. A copy of all such communications is attached to this form for public distribution.

**APPENDIX B –
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."

NONE

APPENDIX C – Disqualification Questionnaire

DISQUALIFICATIONS QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

**APPENDIX D –
Financial Capacity / Current
Financial Statement**



FINANCIAL CAPACITY

Cozad & Fox, Inc. has sufficient financial capacity to complete any project awarded by the City of Banning. In the 41 years that the company has been in business, not a single check has been returned for insufficient funds, nor has a single payment been missed. Cozad & Fox, Inc. has no administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer (Current Financial Statement attached).

Cozad & Fox, Inc.
Profit & Loss
 January through December 2017

| | Jan - Dec 17 |
|---|--------------|
| Ordinary Income/Expense | |
| Income | |
| 42000 · CIVIL ENGINEERING SALES | 1,142,353.43 |
| 49900 · Uncategorized Income | 1,530.00 |
| Total Income | 1,143,883.43 |
| Gross Profit | 1,143,883.43 |
| Expense | |
| 60000 · ADVERTISING EXPENSE | 1,775.47 |
| 60100 · RENT EXPENSE | 75,000.00 |
| 60200 · UTILITIES | 5,127.30 |
| 60300 · OFFICE SUPPLIES EXPENSE | 6,678.52 |
| 60400 · SURVEY SUPPLIES EXPENSE | 2,735.52 |
| 60500 · DRAFTING SUPPLIES EXPENSE | 1,598.33 |
| 60600 · PRINTING & COPYING EXPENSE | 2,333.41 |
| 60700 · TELEPHONE EXPENSE | 7,516.49 |
| 60800 · POSTAGE SHIPPING & DEL EXPENSE | 1,453.96 |
| 61000 · TRAVEL & LODGING EXPENSE | 1,075.20 |
| 61100 · EMPLOYEE BENFITS | 1,413.32 |
| 61150 · MARKETING EXPENSE | 143.36 |
| 61300 · PROF REGISTRATION & DUES EXP | 681.00 |
| 61400 · FILING FEES EXPENSE | 2,924.76 |
| 61500 · DUES & MEMBERSHIP EXPENSE | 1,686.67 |
| 61600 · DONATION & SPONSORSHIP EXPENSE | 5,670.63 |
| 61700 · REPAIRS & MAINT EXPENSE - BLDG | 1,784.05 |
| 61800 · RPRS & MAINT EXP - OTR THN BLDG | 13,548.40 |
| 61900 · DATA PROCESSING EXPENSE | 1,159.00 |
| 62100 · ACCOUNTING SERVICES EXPENSE | 6,676.75 |
| 62200 · COMPANY VEHICLE EXPENSE | 18,006.29 |
| 62300 · COMPANY VEHICLE REPAIR EXPENSE | 4,147.99 |
| 62400 · COMPANY VEH REG & INS EXPENSE | 6,321.25 |
| 62500 · INTEREST EXPENSE | 0.00 |
| 62800 · PROPERTY TAX EXPENSE | 5,505.74 |
| 62900 · GEN & PROF LIABILITY INS EXP | 16,749.40 |
| 63200 · MISCELLANEOUS EXPENSE | 2,155.10 |
| 65000 · DIRECT LABOR - PRINCIPALS EXP | 760.61 |
| 65300 · PAYROLL EXPENSE | 262.70 |
| 65350 · Officer's Salary | 196,154.16 |
| 65400 · SALARIES & WAGES EXP | 356,155.40 |
| 65500 · PREVAILING WAGES EXP | 75,142.94 |
| 65600 · CONTRACT LABOR EXP | 15,555.75 |
| 65800 · CONSULTANT SERVICES / LABOR EXP | 202,339.14 |
| 65900 · PAYROLL TAX EXP | 47,455.85 |
| 66000 · WORKMAN'S COMPENSATION EXP | 4,272.30 |
| 66100 · HEALTH INSURANCE EXP | 41,126.20 |
| 66200 · LIFE AND DISABILITY INS EXP | 2,367.36 |
| 66300 · SEP-IRA EMPLOYER EXP | 5,230.00 |
| 66400 · BONUSES & INCENTIVES EXP | 20,323.95 |
| 67000 · FEDERAL INCOME TAX EXPENSE | 0.00 |
| 67500 · STATE INCOME TAX EXPENSE | 800.00 |
| 67550 · Other Taxes | 110.00 |
| Total Expense | 1,161,924.27 |
| Net Ordinary Income | -18,040.84 |
| Other Income/Expense | |
| Other Income | |
| 70000 · OTHER INCOME | -1,026.81 |
| Total Other Income | -1,026.81 |

Cozad & Fox, Inc.
Profit & Loss
January through December 2017

| | Jan - Dec 17 |
|------------------------------|-------------------|
| Other Expense | |
| 80000 · OTHER DEDUCTIONS | 1,111.04 |
| 80100 · BANK SERVICE CHARGES | 501.40 |
| Total Other Expense | 1,612.44 |
| Net Other Income | -2,639.25 |
| Net Income | <u>-20,680.09</u> |

Cozad & Fox, Inc.
Balance Sheet
 As of December 31, 2017

| | Dec 31, 17 |
|--|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 10000 · WELLS FARGO CHECKING | 12,225.16 |
| 10900 · PETTY CASH | 100.00 |
| Total Checking/Savings | 12,325.16 |
| Accounts Receivable | |
| 11000 · ACCOUNTS RECEIVABLE - CLIENTS | 262,905.67 |
| Total Accounts Receivable | 262,905.67 |
| Other Current Assets | |
| 12500 · Prepaid Federal Taxes | 196.00 |
| Total Other Current Assets | 196.00 |
| Total Current Assets | 275,426.83 |
| Fixed Assets | |
| 15000 · FURNITURE & FIXTURES | 7,391.18 |
| 15100 · TECHNICAL EQUIPMENT | 161,177.08 |
| 15200 · AUTOS & TRUCKS | 88,939.62 |
| 15300 · OFFICE EQUIPMENT | 68,415.70 |
| 16000 · LEASEHOLD IMPROVEMENTS | 112,280.39 |
| 17000 · ACCUMULATED DEPRECIATION | -401,819.11 |
| Total Fixed Assets | 36,384.86 |
| TOTAL ASSETS | 311,811.69 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| 24500 · SEP-IRA EMPLOYEE DEFERRAL | 5,230.00 |
| 24600 · PREVAILING WAGE TRAINING W/H | 31.22 |
| 25000 · RETAINERS (ACCT'D FOR FROM DT) | 46,972.70 |
| Total Other Current Liabilities | 52,233.92 |
| Total Current Liabilities | 52,233.92 |
| Total Liabilities | 52,233.92 |
| Equity | |
| 30000 · OPENING BALANCE EQUITY | 200.00 |
| 32000 · RETAINED EARNINGS | 280,057.86 |
| Net Income | -20,680.09 |
| Total Equity | 259,577.77 |
| TOTAL LIABILITIES & EQUITY | 311,811.69 |

ADDENDUMS



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL**

FOR

Survey and Right of Way Services

RFP No. 19-004

Public Works Department

CITY OF BANNING

RFP Released on 08/06/18

Addendum #1 Issued 08/08/18

The referenced document has been modified as per the attached Addendum No. 1

Please acknowledge this Addendum through Planet Bids prior to bid submittal. This addendum is hereby made part of the referenced bid as through fully set forth therein. Any questions regarding this addendum should be addressed through the Planet Bids portal.

RFP CLARIFICATION

Exhibit A Image Correction

Removed Exhibit A pages Location 1, Location 2, Location 3, Location 4 and replaced with new clearer images provided by Dept.

See attachment A

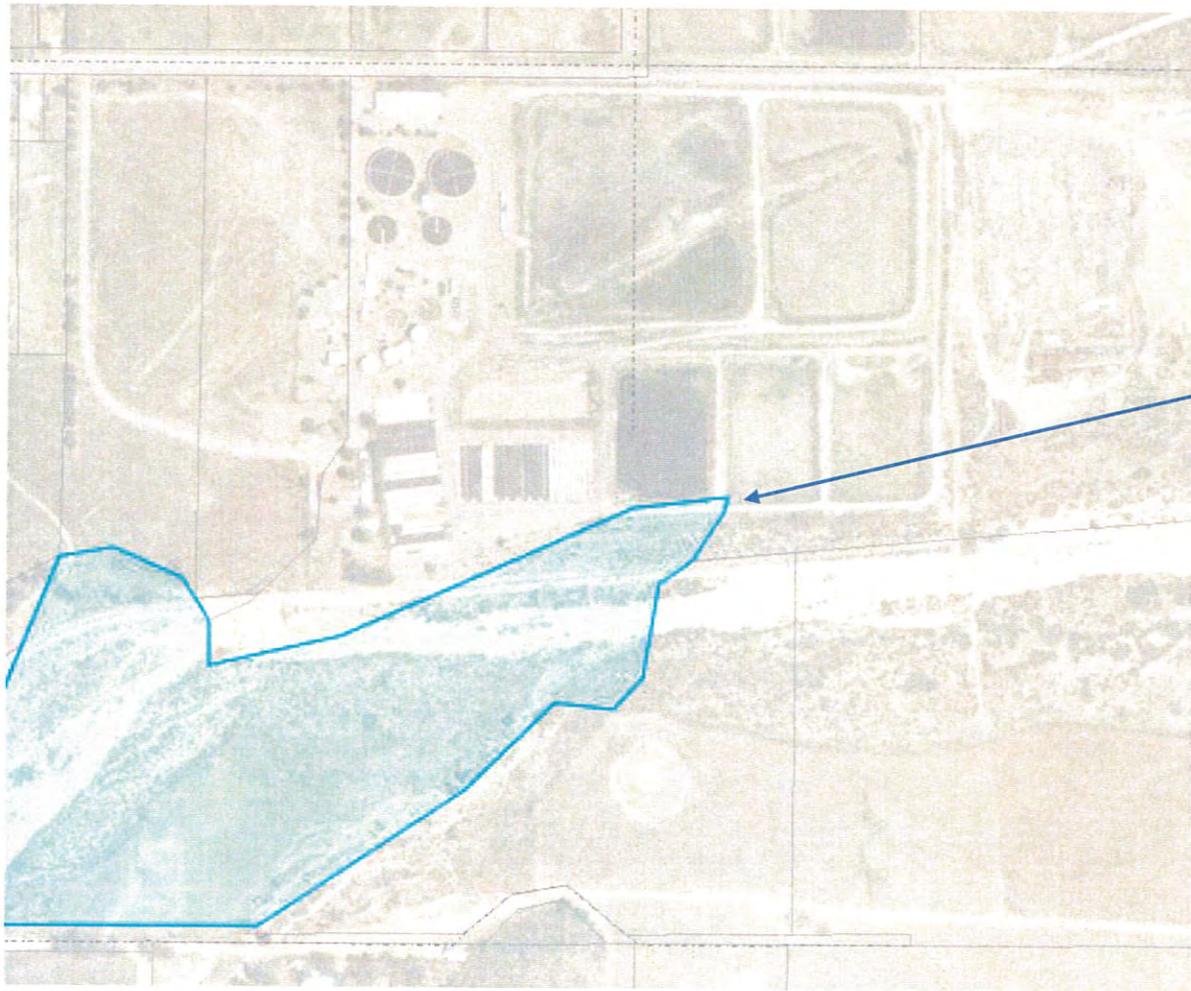
All other provisions of the request for quote shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.

ATTACHMENT A

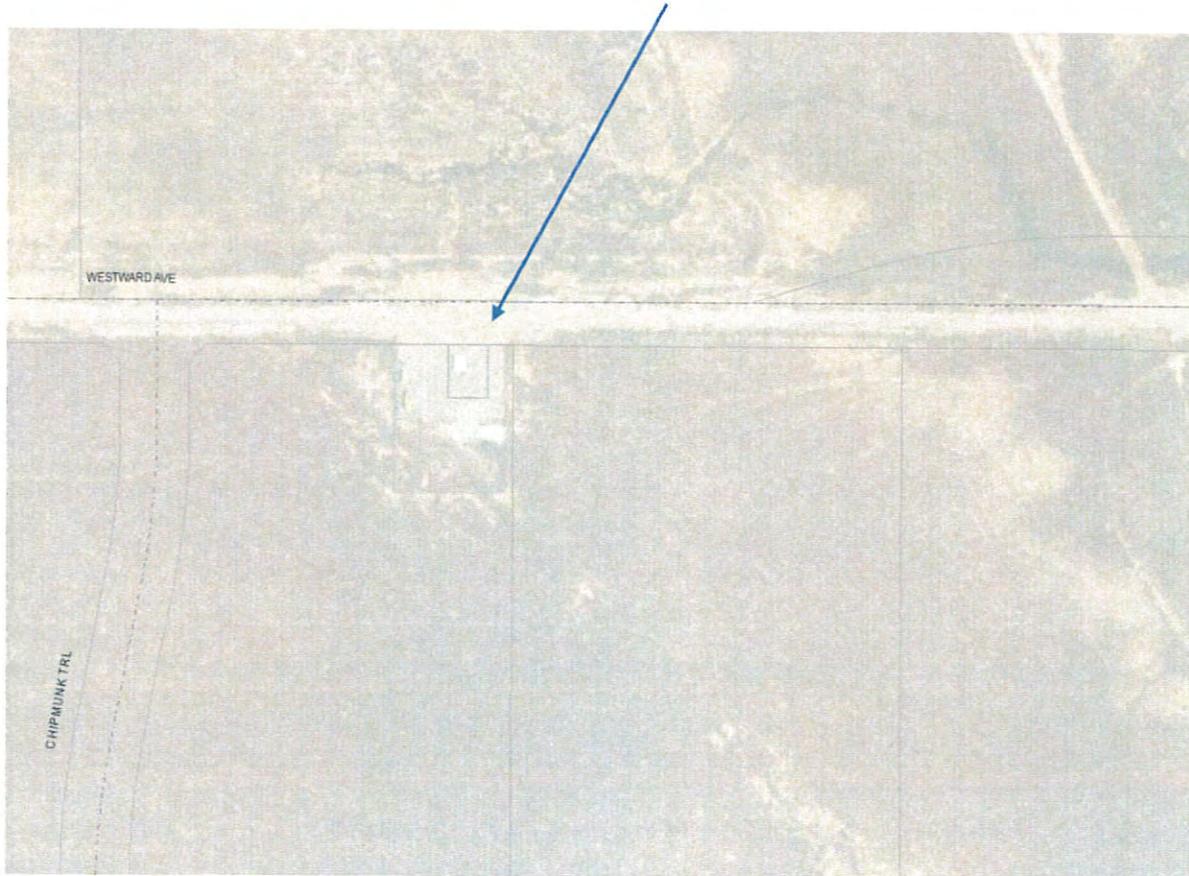
LOCATION 1



LOCATION 2



LOCATION 3



LOCATION 4





ADDENDUM NO. 2
REQUEST FOR PROPOSAL

FOR

Survey and Right of Way Services

RFP No. 19-004

Public Works Department

CITY OF BANNING

RFP Released on 08/06/18

Addendum #2 Issued 08/21/18

The referenced document has been modified as per the attached Addendum No. 2

Please acknowledge this Addendum through Planet Bids prior to bid submittal. This addendum is hereby made part of the referenced bid as through fully set forth therein. Any questions regarding this addendum should be addressed through the Planet Bids portal.

**RFP CLARIFICATION
RESPONSE TO QUESTIONS**

1. Please confirm that the 30 page limit excludes the transmittal letter and resumes of key people?

Page 5 Section 4 Proposal Format Guidelines has been removed and replaced, it should now read, "...including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms."

2. On page 5 of the RFP under the Methodology Section, please confirm that bullet number 3 is blank and that there are no additional requirements for this section.

There are NO additional requirements for the section. Due to a formatting error, the number 3 in the Methodology section is blank.

3. Page 3, Section 3, Scope of Work lists the tasks that the consultant shall have the capacity to perform. Can our firm submit a proposal to provide only b) Obtain Right of Entry" services only? "

Yes, you may submit a proposal to provide only b) Obtain Right of Entry" services only.

4. The City has listed \$24,000 as the budget for these projects. Is that \$24,000 total for all four projects or for each project?

The City does not have an estimated value for these projects.

5. What does the City consider a Local Business? One located in the City of Banning or in the County of Riverside? What kind of preference is given to a local business?

A business located in the City of Banning is considered a Local Business. "Local vendor purchasing preference is the practice of procurement from certain suppliers/contractors because they are also local taxpayers. All orders/contracts are awarded based on quality, previous performance, ability to meet the contract requirements, availability of service and parts, delivery schedule, and payment terms/discounts and all of the factors particular to the award. When all of these factors are equal except price, a preference will be given to local vendors equal 5% of the quoted price."

6. Referring to RFP 19-004 Under Scope of Work, item 3, Is there an Assessors Parcel Number for Location 1- North of Wastewater Treatment Plant, Scott Street?

Location 1 is to the east of parcel numbers 532-180-032 and 532-180-033 and to the west of parcel number 532-180-037.

7. Under Section 4 PROPOSAL FORMAT GUIDELINES" it mentioned that the "Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, excluding transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms." Could you please clarify which documents are excluded and which documents are included?"

Page 5 Section 4 Proposal Format Guidelines has been removed and replaced, it should now read, "...including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms."

8. Where is the Price Proposal (Online Rate Sheet)? I could not find it available in Planet Bids.

The online rate sheet is the item found on the "Line Items" tab on the bid.

9. Under Section 7.C Interviews, Reference Checks, Revised Proposals, Discussions" it said "Interviews, if held, are tentatively scheduled for the week of March 14, 2017" but under Section 2 "Schedule of Events" it said the Interview (if held) would be the Week of September 3, 2018. Is that still correct?"

Interviews if held will be the week of September 3, 2018.

All other provisions of the request for quote shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.



**ADDENDUM NO. 3
REQUEST FOR PROPOSAL**

FOR

Survey and Right of Way Services

RFP No. 19-004

Public Works Department

CITY OF BANNING

RFP Released on 08/06/18

Addendum #3 Issued 08/22/18

The referenced document has been modified as per the attached Addendum No. 3

Please acknowledge this Addendum through Planet Bids prior to bid submittal. This addendum is hereby made part of the referenced bid as through fully set forth therein. Any questions regarding this addendum should be addressed through the Planet Bids portal.

RFP CLARIFICATION

Exhibit A new image included

Image added to Exhibit A for clearer clarification of location

See attachment A

All other provisions of the request for quote shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.

ATTACHMENT A

Clarification for LOCATION 1



**FEE PROPOSAL TO PROVIDE
SURVEY AND RIGHT-OF-WAY
SERVICES RFP #19-004**

FEE PROPOSAL TO PROVIDE SURVEY AND RIGHT-OF-WAY SERVICES RFP #19-004



Prepared for:
City of Banning
Public Works Department
99 East Ramsey St.
Banning, CA 92220-0998

August 24 2018



Proud History
Prosperous Tomorrow





FEE SCHEDULE

Client agrees to compensate Consultant as follows:

❖ LOCATION 1 – NORTH OF WASTEWATER TREATMENT PLAN

1. **RESEARCH AND REVIEW**

Estimate \$896.00

2. **RIGHT-OF-WAY SURVEY**

Estimate \$1,148.00

3. **SURVEY EXHIBIT**

Estimate \$499.00

Subtotal Estimate **\$2,543.00**

OPTIONAL TASKS

4. **SET RIGHT-OF-WAY, MONUMENTATION AND STAKE RIGHT-OF-WAY**

Estimate \$893.00

5. **CORNER RECORD**

Estimate \$499.00

1a. **TITLE REPORT (IF NEEDED)**

Estimate (Lump Sum \$450.00 + 10%) \$495.00

Subtotal Estimate With Optional Tasks **\$4,430.00**

❖ LOCATION 2 – WASTEWATER TREATMENT PLANT SITE (APN: 532-180-052)

6. **RESEARCH AND REVIEW**

Estimate \$896.00

6a. **TITLE REPORT**

Estimate (Lump Sum \$450.00 + 10%) \$495.00

7. **ANALYZE EXISTING DEEDS AND RECORDED DOCUMENTS**

Estimate \$652.00

8. **LEGAL DESCRIPTION AND PLAT**

Estimate \$1,262.00



| | | |
|-----|--|-------------------|
| 9. | BOUNDARY SURVEY FOR THE WASTEWATER TREATMENT SITE | |
| | Estimate | \$2,020.00 |
| 10. | SURVEY EXHIBIT | |
| | Estimate | \$677.00 |
| | <i>Subtotal Estimate</i> | \$6,002.00 |

OPTIONAL TASKS

| | | |
|-----|---|--------------------|
| 11. | APPRAISAL | |
| | Estimate (Lump Sum \$3,900.00 + 10%) | \$4,290.00 |
| 12. | SET PROPERTY CORNERS AND STAKE PROPERTY LINE | |
| | Estimate | \$1,913.00 |
| 13. | RECORD OF SURVEY | |
| | Estimate | \$2,034.00 |
| | <i>Subtotal Estimate With Optional Tasks</i> | \$14,239.00 |

❖ LOCATION 3 – WELL M-12 (APN: 537-120-024)

| | | |
|------|---|-------------------|
| 14. | RESEARCH AND REVIEW | |
| | Estimate | \$896.00 |
| 14a. | TITLE REPORT | |
| | Estimate (Lump Sum \$450.00 + 10%) | \$495.00 |
| 15. | BOUNDARY SURVEY | |
| | Estimate | \$1,281.00 |
| 16. | UPDATE AND RECORD GRANT DEED | |
| | Estimate | \$1,586.00 |
| 17. | RECORD OF SURVEY / SURVEY EXHIBIT | |
| | Estimate | \$1,856.00 |
| 18. | SET PROPERTY CORNERS AND STAKE PROPERTY LINE | |
| | Estimate | \$1,408.00 |
| | <i>Subtotal Estimate</i> | \$7,522.00 |



❖ **LOCATION 4 – FUTURE RESERVOIR SITE (APN: 544-250-031)**

19. **RESEARCH AND REVIEW**

Estimate \$896.00

19a. **TITLE REPORT**

Estimate (Lump Sum \$450.00 + 10%) \$495.00

20. **OBTAIN RIGHT-OF-ENTRY**

Estimate (Lump Sum \$1,400.00 + 10%) \$1,540.00

21. **AERIAL TOPOGRAPHIC SURVEY**

Estimate (Lump Sum \$2,300.00 + 10%) \$2,530.00

22. **BOUNDARY SURVEY**

Estimate \$1,847.00

23. **SURVEY EXHIBIT**

Estimate \$794.00

24. **APPRAISAL**

Estimate (Lump Sum \$3,900.00 + 10%) \$4,290.00

Subtotal Estimate **\$12,392.00**

OPTIONAL TASKS

25. **CORNER RECORD**

Estimate \$412.00

26. **RE-SET PROPERTY CORNERS AND STAKE PROPERTY LINE**

Estimate \$776.00

Subtotal Estimate With Optional Tasks **\$13,580.00**

Total Estimate Without Optional Tasks **\$28,459.00**

Total Estimate With Optional Tasks **\$39,771.00**

FEE PROPOSAL-
Surveyor Services RFP #19-004
Schedule of Fees and Pricing
Proposal Form

Pricing Proposal Form

RFP #19-004 Survey and Right-of-Way Services

Provide hourly rates, along in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all request for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA. All items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

| Employee Name & Title | Hourly Rate | Overtime Rate |
|--|-------------|---------------|
| Brian Fox, Principal Land Surveyor | \$ 178.00 | \$ |
| Robert Vestal, Senior Project Land Surveyor | \$ 148.00 | \$ |
| Bob Pisa, Project Land Surveyor | \$ 127.00 | \$ |
| David Valenzuela, Assistant Project Land Surveyor | \$ 117.00 | \$ |
| Vinicio Ontiveros, Assistant Project Land Surveyor | \$ 117.00 | \$ |
| Carlos Hernandez, Assistant Project Land Surveyor | \$ 117.00 | \$ |
| Marilyn Tandy, Administrative | \$ 82.00 | \$ |
| One-Man Survey Crew | \$ 194.00 | \$ |
| Two-Man Survey Crew | \$ 255.00 | \$ |
| | \$ | \$ |

| | | |
|--|-------------|-------------------|
| Standard turnaround | Unit | Unit Price |
| At normal hourly rates | | \$ |
| Expedited 2 week turnaround | Unit | Unit Price |
| If invoice is paid within 2 weeks a 3% discount can be applied | | \$ |



- CIVIL AND STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

CITY OF BANNING / SCHEDULE OF FEES

Effective Date: July 1, 2018 – June 30, 2019

GENERAL SCOPE OF SERVICES

Cozad & Fox, Inc. provides services in the fields of civil engineering, structural engineering, and land surveying in accordance with presently accepted professional practices. **Cozad & Fox, Inc.** does not provide services relating to construction safety and shall be held harmless by the contractor from any liability in this regard. In the event that the client requests termination of work prior to its completion, we reserve the right to complete, at the client's expense, such analysis and records as are considered necessary by us to place our files in order and/or to protect our professional reputation.

PERSONNEL CHARGES - RATES PER HOUR

| | RATES |
|---|----------------------|
| Principal Civil Engineer/Principal Land Surveyor/Structural Engineer..... | \$178.00 |
| Senior Project Engineer/Surveyor | \$148.00 |
| Project Engineer/Surveyor | \$127.00 |
| Assistant Project Engineer/Surveyor..... | \$117.00 |
| Administrative/Project Coordination | \$82.00 |
| Typing, printing | \$41.00 |
| Survey - Office Analysis | \$148.00 |
| *One Man Survey Crew | \$194.00 |
| Two Man Survey Crew | \$255.00 |
| Extra Survey Crew Support (Traffic control, etc.) | Estimated by project |

* With today's advanced technology, most of our surveys are completed by a one-man survey crew.

OTHER CHARGES

| | |
|--|-----------------------|
| Expert Witness - Deposition and/or Court appearance..... | Two times hourly rate |
| Expert Witness - Research, Case Review and/or Preparation..... | Normal hourly rate |
| Mileage to and from meetings or project site..... | \$0.54/mile |
| Reimbursable Expenses and Sub Consultants | Lump Sum |

Z:_Admin\Proposals\City of Banning\Survey and Right of Way Services\Fee Proposal\Schedule of Fees Surveyor.doc

PRELIMINARY MAN-HOUR ESTIMATE

COMPANY:

Cozad & Fox, Inc.

SCOPE OF WORK

Assignment Summary

DATE

8/24/2018

PROJECT:

City of Banning Survey and Right-of-Way Services RFP #19-004

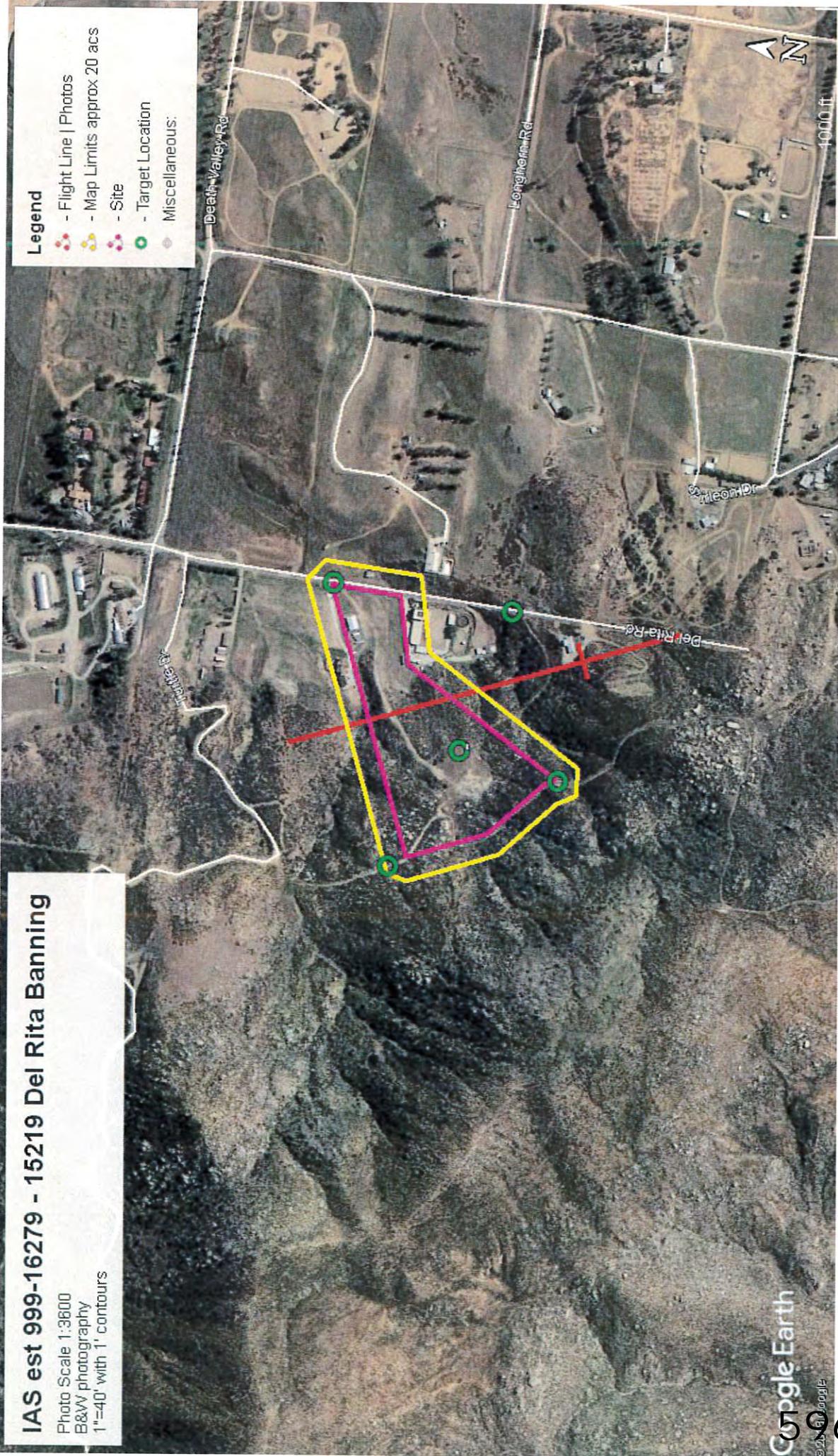
| TASK | Principal Surveyor \$178/hr | Senior Project Surveyor \$148/hr | Project Surveyor \$127/hr | Asst. Project Surveyor \$117/hr | One Man Survey Crew \$194/hr | Admin. Coord. \$82/hr | TOTAL HOURS | TOTAL FEE | |
|---|--------------------------------|-------------------------------------|------------------------------|------------------------------------|---------------------------------|--------------------------|-------------|---------------------|-------------|
| LOCATION 1- North of Wastewater Treatment Plant | | | | | | | | | |
| 1. Research and Review | 1 | 1 | 2 | 2 | | 1 | 7 | \$ 896.00 | |
| 2. Right-of-Way Survey | 1 | | | | 5 | | 6 | \$ 1,148.00 | |
| 3. Survey Exhibit | | 1 | | 3 | | | 4 | \$ 499.00 | |
| SUB-TOTAL | | | | | | | | \$ 2,543.00 | |
| Optional Tasks | | | | | | | | | |
| 4. Set Right-of-Way, Monumentation & Stake Right-of-Way | | | | 1 | 4 | | 5 | \$ 893.00 | |
| 5. Corner Record | | 1 | | 3 | | | 4 | \$ 499.00 | |
| 1a. Title Report (If needed) | (Lump Sum \$450.00 + 10%) | | | | | | | | \$ 495.00 |
| SUB-TOTAL WITH OPTIONAL TASKS | | | | | | | | \$ 4,430.00 | |
| LOCATION 2- Wastewater Treatment Plant | | | | | | | | | |
| 6. Research and Review | 1 | 1 | 2 | 2 | | 1 | 7 | \$ 896.00 | |
| 6a. Title Report | (Lump Sum \$450.00 + 10%) | | | | | | | | \$ 495.00 |
| 7. Analyze Existing Deeds & Recorded Documents | 2 | 2 | | | | | 4 | \$ 652.00 | |
| 8. Legal Description & Plat | 1 | 1 | | 8 | | | 10 | \$ 1,262.00 | |
| 9. Boundary Survey for the Wastewater Treatment Site | | | | 4 | 8 | | 12 | \$ 2,020.00 | |
| 10. Survey Exhibit | 1 | 1 | | 3 | | | 5 | \$ 677.00 | |
| SUB-TOTAL | | | | | | | | \$ 6,002.00 | |
| Optional Tasks | | | | | | | | | |
| 11. Appraisal | (Lump Sum \$3,900.00 + 10%) | | | | | | | | \$ 4,290.00 |
| 12. Set Property Corners & Stake Property Line | | | 1 | 2 | 8 | | 11 | \$ 1,913.00 | |
| 13. Record of Survey | 2 | | 4 | 10 | | | 16 | \$ 2,034.00 | |
| SUB-TOTAL WITH OPTIONAL TASKS | | | | | | | | \$ 14,239.00 | |
| LOCATION 3 - Well M-12 | | | | | | | | | |
| 14. Research and Review | 1 | 1 | 2 | 2 | | 1 | 7 | \$ 896.00 | |
| 14a. Title Report | (Lump Sum \$450.00 + 10%) | | | | | | | | \$ 495.00 |
| 15. Boundary Survey | | | | 1 | 6 | | 7 | \$ 1,281.00 | |
| 16. Update & Record Grant Deed | 2 | | 6 | 4 | | | 12 | \$ 1,586.00 | |
| 17. Record of Survey / Survey Exhibit | 1 | | 4 | 10 | | | 15 | \$ 1,856.00 | |
| 18. Set Property Corners & Stake Property Line | | | 1 | 1 | 6 | | 8 | \$ 1,408.00 | |
| SUB-TOTAL | | | | | | | | \$ 7,522.00 | |
| LOCATION 4 - Future Reservoir Site | | | | | | | | | |
| 19. Research and Review | 1 | 1 | 2 | 2 | | 1 | 7 | \$ 896.00 | |
| 19a. Title Report | (Lump Sum \$450.00 + 10%) | | | | | | | | \$ 495.00 |
| 20. Obtain Right-of-Entry | (Lump Sum \$1,400.00 + 10%) | | | | | | | | \$ 1,540.00 |
| 21. Aerial Topographic Survey | (Lump Sum \$2,300.00 + 10%) | | | | | | | | \$ 2,530.00 |
| 22. Boundary Survey | 1 | | | 1 | 8 | | 10 | \$ 1,847.00 | |
| 23. Survey Exhibit | 1 | 1 | | 4 | | | 6 | \$ 794.00 | |
| 24. Appraisal | (Lump Sum \$3,900.00 + 10%) | | | | | | | | \$ 4,290.00 |
| SUB-TOTAL | | | | | | | | \$ 12,392.00 | |
| Optional Tasks | | | | | | | | | |
| 25. Corner Record | 1 | | | 2 | | | 3 | \$ 412.00 | |
| 26. Re-Set Property Corners & Stake Property Line | | | | | 4 | | 4 | \$ 776.00 | |
| SUB-TOTAL WITH OPTIONAL TASKS | | | | | | | | \$ 13,580.00 | |
| TOTAL WITHOUT OPTIONAL TASKS | | | | | | | | \$ 28,459.00 | |
| TOTAL WITH OPTIONAL TASKS | 17 | 11 | 24 | 65 | 49 | 4 | 170 | \$ 39,771.00 | |

IAS est 999-16279 - 15219 Del Rita Banning

Photo Scale 1:3600
B&W photography
1"=40' with 1' contours

Legend

- Flight Line | Photos
- Map Limits approx 20 acs
- Site
- Target Location
- Miscellaneous:



Our history, structure, employees, general and specific project experience, and resources.

We make up the Independent Appraisers Group (IAG), senior appraisers and support staff specializing in complex real estate market issues, who joined together in 2012 in order to better address the complexities of public agency property valuation in today's changed markets. Each of us has over 35 years of experience in communities all across Southern California. Each of us has a slightly different core concentration, which when combined together cover the broadest spectrum of property types, value issues, projects, and locations. We are assisted by Acquisitions Agent Donald W. Simpson and real property aides Lily Rodrigues, Kelsie Tuthill and Hilda Fetzner.

Marshall McIntyre, MAI, senior Certified General Appraiser (AG008358) has 45+ years' broad-based experience in valuing commercial/industrial income properties and developmental projects, including 22 years as an independent fee appraiser operating his own office in Hemet, six years as Chief Appraiser for Redlands Federal Bank and nine years as Land Development Services Manager for Horizon Corporation. His broad experience specifically includes numerous widely-varied, complex commercial transactions incorporating ground leases and/or leasehold interests, as well as Federal ground leases of National Forest lands. Examples are: (a) 60-year term ground leased land at the SWC of Florida & Sanderson in Hemet, CA, involving three major anchors, 30 in-line tenants, all with varying rollovers and overage rents terms, and (b) San Bernardino National Forest preservation easement/ground lease with 99-year reversion. The full scope of his experience includes valuation, consultation and close litigation support in California and Arizona court cases, up to and including providing expert testimony before the U. S. Federal Trade Commission and the Securities and Exchange Commission. He is experienced in compiling UASFLA ("Yellow Book") appraisals, including in review for federal funding, and he is listed with SAM.gov as pre-qualified for the full range of federal projects. Marshall is the direct supervising appraiser on any and all IAG projects.

Diane Schooler, IAG Managing Partner has for 35+ years focused on valuation of related legal questions including: eminent domain; easements; partial-acquisitions; inverse condemnation; special use properties such as horse breeding farms, golf courses, abandoned corridors (e.g., "across the fence"), libraries, schools, water systems and reservoirs; divorce appraisals, dissolution valuations for corporations, LLCs and partnerships; bankruptcies; estate planning/tax valuation; date-of-death appraisals; interests of closely-held entities; construction defects and economic impacts of detrimental conditions including soils instability, contamination, construction defects, mold/water intrusion and flood hazards. She has appraised conservation land, excess land, leased land, Williamson Act land, and land with encroachments. She also is experienced in providing close litigation support and expert witness services. She is certified as a WOB, SBE and DBE. She is the initial primary contact for IAG information.

As independent appraisers, we each developed solid underlying practices of direct client support, timeliness and communication. As a group, we are able to sustain those practices while combining our specialized skills to address larger and more complex projects. In each appraisal assignment, one of us is the primary contact and director of the valuation process working with the others as dictated by the subject property type and the purpose for the appraisal. And as needed, we incorporate the skills of a network of affiliated professionals for things such as source-document research and retrieval, property acquisitions/dispositions, market data research and verification, construction inspections, mechanical/"f&e", and business valuations.

IAG; Mailing Address: P.O. Box 2042, Temecula, CA 92593;
cell (858) 229-9295; direct (858) 756-5519, FAX (858) 777-3369
schooler-mcintyre_mai@usa.net OR schoolerco@usa.net

References and Brief List of Recent Public Agency Clients (See attached resumes also.)

Banning Unified School District, (kwilliams@banning.k12.ca.us), Business Services/Facilities, 909-922-4049 x. 104062; 380 E. Lincoln Street; Banning, CA 92226.

West Valley Water District: Engineering Services Manager, Ms. Linda Jadeski; (ljadeski@wvwd.org); 855 W. Baseline; Rialto, CA 92377 (909) 820-3713

City of Redlands: Will Hamilton, (whamilton@cityofredlands.org), Quality of Life Department, 909-798-7655; Dan McHugh, Esq., City Attorney, (909) 798-7595

Orange County Sanitation District: Omar Sandoval, Esq., Woodruff, Spradlin & Smart, 555 Anton Boulevard, Suite 1200; Costa Mesa, CA 92626 (OSandoval@wss-law.com) (714) 415-1059; Ms. Wendy Smith, Planning Division Engineer; (wsmith@ocsd.com); (714) 593-7880; OCSD, 10844 Ellis Avenue, Fountain Valley, CA 92708

El Toro Water District: General Manager Mr. Robert Hill (bhill@etwd.com), Mr. Dennis Cafferty, P. E. Director of Operations & Engineering (dcafferty@etwd.com) 24251 Los Alisos Boulevard, Lake Forest, CA 92630 (949) 837-7050; Gil Granito, Esq., (ggranito@redwineandsherrill.com), Redwine & Sherrill, 1950 Market Street, Riverside, CA (951) 684-2520.

Eastern Municipal Water District: Corinne Galloway, ROW Agent; (gallowac@emwd.org); P. O. Box 8300; Perris, CA 92572-8300 (951) 928-3777. (NOTE: Diane Schooler provided appraisal services to EMWD for 24+ years.)

City of Newport Beach (Specialized issues: e.g. Balboa Island sub-surface utilities easements, for Michael J. Sinacori, Assistant City Engineer)

| | |
|--|---------------------------------------|
| Banning Unified School District | City of Rialto |
| El Toro Water District | Redevelopment Agency of Perris |
| Eastern Municipal Water District | West Valley Water District |
| City of Escondido | Valley Wide Recreation District |
| City of Newport Beach | Riverside Highland Water Company |
| Orange County Sanitation District | Riverside County Redevelopment Agency |
| City of Perris | City of San Marcos |
| Riverside County Flood Control and Conservation Agency | Lake Hemet Municipal Water District |
| | City of Redlands |

Hourly Rates

Our hourly rates are as follow: Marshall L. McIntyre, MAI - \$275/hr base; \$325/hr for testimony/presentations; Diane D. Schooler - \$225/hr base; \$275/hr for testimony/presentations. Acquisitions Agent Donald W. Simpson - \$175/hr. for all required services. Included in the billed rates, at no extra cost, are: staff support services, computer/word processing/scanning services, research in various subscription data bases such as NDC, CoStar, MLS, REIS, CoreLogic, DataQuick, TitlePro 24/7 and Riverside County GIS.

Timeliness

Our organization’s small size enables us to respond flexibly and promptly to requests for high priority analyses and reports, as well as keep in close touch during the assignment’s progress so that the City is fully alerted to progress, unanticipated findings, and timely availability of reports.

Project Fees Bases – Parameters For A Wide Range of Appraisal Assignments

Generally in broad scope assignments, for example multi-parcel projects such as the Phelan Hills water project, our fees are submitted for client approval at the outset of each specific assignment, prepared as a fixed-fee quote based on projected time needed to complete the specific assignment by the personnel assigned to it. However, at this time no such actual parcels have currently been identified, so for purposes of this proposal we can identify potential elements in a large area project as follows:

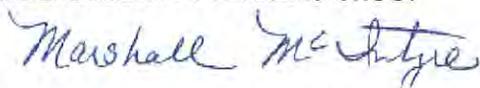
For (USPAP, UASFLA) complete appraisals of identified properties, made in compliance with State of California Eminent Domain laws, such assignments are bid at a fixed price estimated by analyzing the specific task with reference to the following guidelines. As in all cases, costs of clerical/staff support are included in the appraisal fee with no added charge to the client.

1. Preliminary value estimates: useful during the process to aid in identifying the recommended alignment and the privately-owned parcels needed for analysis of alternative sites being considered for acquisitions. For each parcel thus identified, a prelim fee would be \$325. The RFP indicates up-to-8 preliminary valuations are considered likely.
2. Single parcel, land only, separate ownerships: ranges from \$1,900 to \$2,800, and includes full data search and documentation, contact with the property owner, on-site property inspection, value analysis and report. Part-takes generally have higher fees than do full-takes, due to the added time spent in analysis and documentation. Our final report includes the CCCP-and-CGC-mandated "Appraisal Summary and Statement of Valuation Data" in form to be appended to the offer to property owner.
3. Multiple parcels, land only: can range from \$400 per parcel up to \$1,900 per parcel, as primarily determined by how many parcels are assigned at the same time or if the zoning/land use is alike for the group of parcels being appraised. For example, a 20-parcel assignment will have a *lower per-parcel cost* than will a 2-parcel assignment.

CONCLUSION – Appraisal Sub-Contract Proposal for City of Banning RFP 19-004:

In RFP 19-004, Location 2 (APN 532-180-052) includes a potential need for appraisal of property to be identified by the City of Banning for additional property to be purchased as needed. Our fee would be \$3,300 per-parcel-ownership for a full take or \$4,500 per-parcel-ownership for a part-take. Location 4 is a prospective reservoir site, for which a right-of-entry is to be obtained (proposed fee of \$1,400) and an acquisition appraisal is to be done (proposed fee of \$3,900 per-parcel-ownership for a full take or \$4,900 per-parcel-ownership for a part-take). RFP-described insurance coverages will be provided upon our receipt of notification from Banning that we have been selected.

Respectfully submitted,
INDEPENDENT APPRAISERS GROUP



Marshall L. McIntyre, MAI, AG008358
Attachments: Resumes



Diane D. Schooler

ATTACHMENT 4

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

VENDOR NAME

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
VENDOR NAME**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 22nd day of May, 2018 by and between the **City of Banning**, a municipal corporation ("City") and **Vendor Name**, a **California corporation** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services for the **Insert Type of Work to be Completed** prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the **Insert Type of Work to be Completed** prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and

professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **WRITTEN AMOUNT IN DOLLARS (\$0.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding **one (1) year from the date hereof**, or extended in writing in advance by both parties, 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:

| | |
|---|--|
|  |  |
| (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 aggregate for products and completed operations

\$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.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable, or arising from their reckless or willful misconduct, or negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 20__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

| CAPACITY CLAIMED BY SIGNER | | DESCRIPTION OF ATTACHED DOCUMENT |
|------------------------------------|---|---|
| <input type="checkbox"/> | INDIVIDUAL | _____ |
| <input type="checkbox"/> | CORPORATE OFFICER | _____ |
| | TITLE(S) | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> | PARTNER(S) <input type="checkbox"/> LIMITED | _____ |
| | <input type="checkbox"/> GENERAL | NUMBER OF PAGES |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> | TRUSTEE(S) | DATE OF DOCUMENT |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | _____ |
| <input type="checkbox"/> | OTHER _____ | SIGNER(S) OTHER THAN NAMED ABOVE |
| SIGNER IS REPRESENTING: | | |
| (NAME OF PERSON(S) OR ENTITY(IES)) | | |
| _____ | | |
| _____ | | |

EXHIBIT "A"
SCOPE OF SERVICES

I. [REDACTED] Consultant will perform the following services in connection with providing [REDACTED] Insert Type of Work to be Completed prepared in connection therewith:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

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. [REDACTED]

B. [REDACTED]

C. [REDACTED]

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. [REDACTED]

B. [REDACTED]

C. [REDACTED]

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

| TASK | DESCRIPTION | SUB-BUDGET |
|------|--------------|---------------|
| 1. | | \$0.00 |
| 2. | | \$0.00 |
| 3. | | \$0.00 |
| 4. | | \$0.00 |
| 5. | | \$0.00 |
| | TOTAL | \$0.00 |

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

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

V. The total compensation for services shall not exceed \$0.00 as provided in Section 2.1 of this Agreement.

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

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

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

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**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: October 9, 2018

SUBJECT: Resolution No. 2018-19 UA, Approving an Amendment to the Professional Services Agreement with Aspen Environmental Group in the Amount of \$50,000 for Environmental Services Related to the San Gorgonio Flume

RECOMMENDED ACTION:

The Banning Utility Authority adopt Resolution No. 2018-19 UA:

1. Approving an Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA in the amount of \$50,000 for environmental services related to the transfer of the San Gorgonio Flume.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Amendment to the Professional Services Agreement.
3. Authorizing the City Manager to execute the Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA.

BACKGROUND:

The City of Banning along with the Banning Heights Mutual Water Company (“Banning Heights”) and the San Gorgonio Pass Water Agency, collectively known as the Participating Entities (PE) have been working with the United States Forest Service (“Forest Service”) to facilitate the transfer of the San Gorgonio Flume (“Flume”) pending Southern California Edison (SCE) surrender application before the Federal Energy Regulatory Commission (FERC) for its hydropower project known as the San Gorgonio Hydroelectric Project No. 344.

It has been recognized by all parties that a Forest Service issued Special Use Permit (SUP) must be obtained for those parts of the Flume that are not covered by an existing right-of-way originally dedicated for the operation of the Flume and which lay on Forest Service lands. The Forest Service must comply with the National Environmental Policy Act (NEPA) prior to the issuance of an SUP which includes the preparation of several environmental studies necessary to support the NEPA determination.

On July 14, 2015 City Council adopted Resolution 2015-68, "Approving a Professional Services Agreement with Aspen Environmental Group to Provide Environmental and Permitting Services related to the Flume" in the amount of \$82,098. Aspen Environmental Group ("Aspen") was selected as a result of a formal Request for Proposal (RFP) process including the evaluation and rating of all proposals by an evaluation committee. Subsequently, on May 10, 2016 and May 23, 2017, the Banning Utility Authority approved the first and third amendments, respectively which both included additional services and added compensation resulting in a total contract amount of \$252,843. The second amendment was approved administratively and only extended the term of the agreement.

Aspen has played an important role as the PEs environmental representative during discussions with the Forest Service. Additionally, Aspen developed an SUP application while under contract with Banning Heights. Other work completed by Aspen related to the Flume includes: reviewing and providing comments on several environmental documents, hydrology reports and biological resources studies; participated in numerous site visits to assess the system, evaluate SCE's stream indices studies, conduct stream indices surveys and assess stream function; coordinated meetings with the Forest Service to discuss SUP documents, permitting and potential NEPA actions; participated in several conference calls with the FERC's Dispute Resolution Division (DRD) staff; and completed a stream assessment protocol, whitewater tributary habitat evaluation, flow volume and wetted perimeter evaluation and reconnaissance level biological surveys.

JUSTIFICATION:

The Forest Service continues to review the reports prepared and submitted by Aspen on behalf of the City. In addition, the Forest Service has prepared several analysis using data collected during several of Aspens field surveys.

There continues to be a need for the services provided by Aspen. If the amendment is approved, Aspen will be tasked on an as-needed basis to participate in discussions with Forest Service and to review technical analysis prepared by the other agencies (e.g. Forest Service, FERC and SCE) that could impact the NEPA determination. The City does not have staff with the expertise needed to fill this role.

FISCAL IMPACT:

The current agreement with Aspen is for an amount not-to-exceed \$252,843, which has been exhausted. If approved, the amendment will increase the agreement by \$50,000 for a total agreement amount of \$302,843. The amendment will be funded by Account No. 660-6300-471.90-78 (Planning/Design/Capital), which has a current balance of \$282,689 for fiscal year 2018/2019.

ALTERNATIVE:

Reject Resolution 2018-19 UA and provide alternative direction.

ATTACHMENTS:

1. Resolution 2018-19 UA
2. Draft Professional Services Agreement Amendment

Approved by?



Rochelle Clayton
Interim City Manager

ATTACHMENT 1

Resolution No. 2018-19 UA

RESOLUTION 2018-19 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASPEN ENVIRONMENTAL GROUP IN THE AMOUNT OF \$50,000 FOR ENVIRONMENTAL SERVICES RELATED TO THE SAN GORGONIO FLUME

WHEREAS, the City of Banning along with the Banning Heights Mutual Water Company (“Banning Heights”) and the San Gorgonio Pass Water Agency, collectively known as the Participating Entities (PE) have been working with the United States Forest Service (“Forest Service”) to facilitate the transfer of the San Gorgonio Flume (“Flume”) pending Southern California Edison (SCE) surrender application before the Federal Energy Regulatory Commission (FERC) for its hydropower project known as the San Gorgonio Hydroelectric Project No. 344; and

WHEREAS, a Forest Service issued Special Use Permit (SUP) must be obtained for those parts of the Flume that are not covered by an existing right-of-way originally dedicated for the operation of the Flume and which lay on Forest Service lands; and

WHEREAS, the Forest Service must comply with the National Environmental Policy Act (NEPA) prior to the issuance of an SUP which includes the preparation of several environmental studies necessary to support the NEPA determination; and

WHEREAS, on July 14, 2015 City Council adopted Resolution 2015-68, “Approving a Professional Services Agreement with Aspen Environmental Group to Provide Environmental and Permitting Services related to the Flume” and on May 10, 2016, the Banning Utility Authority approved Resolution 2016-07 UA, “Approving the First Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA in the amount of \$20,000 for Environmental and Permitting Services related to the Flume for a total agreement amount of \$102,098” and on May 23, 2017 the Banning Utility Authority adopted Resolution 2017-07 UA “Approving an Amendment to the Professional Services Agreement with Aspen Environmental Group in the Amount of \$150,745 for Environmental Services Related to the Flume”; and

WHEREAS, Aspen Environmental Group (“Aspen”) has continued to play a significant role in the Flume project and there continues to be a need for the services provided by Aspen. As part of this amendment Aspen will be tasked on an as-needed basis to participate in discussions with the Forest Service and to review technical analysis prepared by other agencies (e.g. Forest Service, FERC and SCE) that could impact the NEPA determination; and

WHEREAS, the cost of the amendment shall be funded by Account No. 660-6300-471.90-78 (Planning/Design/Capital).

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. 2018-19 UA approving the Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA in the amount of \$50,000 for Environmental Services related to the San Gorgonio Flume.

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Amendment to the Professional Services Agreement.

SECTION 3. The Interim City Manager is authorized to execute the Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA for environmental services related to the San Gorgonio Flume.

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

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary
City of Banning

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

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

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-19 UA was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of October, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Secretary
Banning Utility Authority

ATTACHMENT 2

Draft Professional Services Agreement Amendment

AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ASPEN ENVIRONMENTAL GROUP**, a California corporation ("Contractor") is effective as of the 4th day of August, 2018.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated August 3, 2015 ("Agreement") whereby Contractor agreed to provide Environmental and Permitting Services related to the Flume Restoration.

B. City and Contractor executed Amendment No. 1 on May 11, 2016 increasing the agreement by \$20,000.00 for a total contract amount of \$102,098.00.

C. City and Contractor executed Amendment No. 2 on August 2, 2016 extending the term of the agreement.

D. City and Contractor executed Amendment No. 3 on May 24, 2017 including addition scope of services, additional compensation and extending the term of the agreement.

E. City and Contractor now desire to amend the Agreement, to extend the Agreement term to August 3, 2019 with the maximum term not exceeding a term of five years unless approved by City Council. Both parties also desire to add and not to exceed an additional fifty thousand dollars and no cents (\$50,000.00) to the contract as stated here in Amendment No. 4.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Section 3.4 – "Term" of the agreement is hereby amended to extend the Agreement term to August 3, 2019.

(b) Section 2.1 – Contract of the agreement is hereby amended to increase the amount of the contract.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Support Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BANNING, a municipal corporation

Rochelle Clayton, Interim City Manager

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:

Kevin G. Ennis, Esq., City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Two signatures are required if a corporation

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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| <p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p> | <p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p> |
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