

**AGENDA
SPECIAL CITY COUNCIL MEETING
CITY OF BANNING
BANNING, CALIFORNIA**

April 23, 2019
3:00 p.m.

Banning Civic Center
Council Chamber
99 E. Ramsey Street

I. CALL TO ORDER

Roll Call – Council Members Happe, Peterson, Wallace, Mayor Pro Tem Andrade and Mayor Welch

- A. Opportunity for Public to address closed session items.
- B. Convene closed session.

II. CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to Government Code Section 54956.8
Property Description: APN: 532-130-011 & 012, located in the general vicinity of adjacent and south of the Banning Airport, adjacent and west of the Morongo Reservation [Southern California Gas Company]
City Negotiator: Ted Shove, Economic Development Manager
Negotiating Parties: Southern California Gas Companies;
Under Negotiation: Potential Sale of Property
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to Government Code Section 54956.8
Property Description: APN: 531-100-003, -043, 537-261-043, 537-100-027, -028, -029, -032, -044, located in the vicinity of Ramsey Street and Highland Home Road
City Negotiator: Ted Shove, Economic Development Manager
Negotiating Parties: Khan Properties and Holdings, LLC
Under Negotiation: Potential Acquisition of the Property
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to Government Code Section 54956.8
Property Description: APN: 532-130-011, 532-180-034 & -035, located in the general vicinity of adjacent and south of the Banning Airport, adjacent and west of the Morongo Reservation
City Negotiator: Ted Shove, Economic Development Manager

Negotiating Parties: Truck Terminal Properties
Under Negotiation: Potential sale of the property

III. ADJOURNMENT

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens

NOTICE: Pursuant to Government Code § 54954.3(a), the only public comment that will be permitted during this Special Meeting is that pertaining to items appearing on this special meeting agenda. Any member of the public may address this meeting of the Mayor and 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.

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]

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**AGENDA
SPECIAL WORKSHOP MEETING
CITY OF BANNING
BANNING, CALIFORNIA**

April 23, 2019
4:00 p.m.

Banning Civic Center
Council Chamber
99 E. Ramsey Street

I. CALL TO ORDER

Roll Call – Council Members Happe, Peterson, Wallace, Mayor Pro Tem Andrade and Mayor Welch

II. WORKSHOP

City Council Goals and Priorities**4**

III. PUBLIC COMMENTS – *Opportunity for the public to address items on the Agenda*

IV. ADJOURNMENT

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.

NOTICE: Pursuant to Government Code § 54954.3(a), the only public comment that will be permitted during this Special Meeting is that pertaining to items appearing on this special meeting agenda. Any member of the public may address this meeting of the Mayor and 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.

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

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

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

MEETING DATE: April 23, 2019

SUBJECT: City Council Goals & Objectives

RECOMMENDED ACTION:

Discuss goals and objectives established as a result of the February 28, 2019 Strategic Planning Session. Provide direction to City Manager.

BACKGROUND:

Establishing goals and objectives is an important policy action of a City Council. The adoption of goals and objectives creates a common vision and focus for the City Council, City Manager and the entire organization. Allocation of resources, budget development, and departmental work plans are all tied to Council established goals and objectives.

During the February 28th planning session, members of the City Council and Management team reviewed previous strategic planning documents, discussed strengths, weaknesses, opportunities, and threats of the community and municipal corporation. Those present during the session also identified goals and objectives, which have been included in the attachment.

The objectives have been sorted by goals or results that we are striving toward. The goals (results) identified by the City Council are: A Diverse Economy, a Safe City, Good Governance, a High Quality of Life, and Reliable Infrastructure. Each of the goals can be defined by the items list in column 1 of each page of the attachment. For example, when the City is "developing methodologies and practices that will facilitate the City's economic development programs consistent with the City's ordinances," we are creating a Diverse Economy. "When the City is well-prepared and adequately staffed to offer protection, enforcement of the law, and proactively prevent crime," the City is creating a Safe City.

JUSTIFICATION:

Adoption of goals and objectives creates a focused vision, improves communication, creates accountability and increases transparency.

ATTACHMENTS:

1. Goals & Objectives 04232019

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Goals & Objectives

04232019

GOALS & POLICY OBJECTIVES FY 2019

Diverse Economy

Enhance the economic vitality of the community through measures targeted towards redevelopment and business retention, expansion and attraction resulting in increased revenue generation and job creation.

Develop methodologies and practices that will facilitate the City's economic development programs consistent with the City's ordinances.

Develop promotional programs that will build a positive image of the City targeted at potential and existing residents and businesses.

Examination of the Existing Permit and Impact Fees
Completed
Implement a networking program

Preparation of the City's CEQA Guidelines
Completed
Implement a Business Attraction Program

Develop Economic Development Incentives
Develop a community profile

Review and restructure, if needed, of Development Impact Fees
Materials

Utilize the local media and the Direct Install contractor to expand and promote the Electric Utility's Energy Efficiency Commercial Direct Install program, which provides up to \$3,000 in energy efficiency retrofits. Goal is 50 businesses per year.

Celebrate the Proud History of Building wherever possible.

Design & construct attractive signage at entrances to the City.

Implement plans & programs that are responsive to the transportation needs of residents and visitors, improving coordinated regional transportation opportunities. This will be accomplished through continued involvement in Western Riverside County Transportation NOW (TNOW).

Improve City's competitive position by developing incentives that will encourage builders and developers to pursue projects within city limits whose business model could create revenue generation and job creation.

Preparation of a Downtown Master Plan
Completed

Preparation of an Airport Master Plan
Completed

Preparation of an Airport Amendment to the Airport Land Use Compatibility Plan

Evaluation of Regional, State and Federal Incentive Programs

Continue providing the Economic Incentive Electric Rate to qualified existing businesses, which provides a 25% discount for two years, a 15 year 20% and 2nd year 10% discount.

Actively pursue businesses that will generate living wage jobs, projects.

Establish a predictable and timely permitting process.

Make appropriate use of City-owned assets to maximize return on investment.

Stabilize the Airport Operations along with Stimulating Airport Use.

Aggressively pursue decommissioning the municipal airport.

Develop a Request for Proposals for the former San Geronimo Inn property.

Leverage City owned property

Pursue partnerships in both the public and private sector that benefit the economic development of the City.

The Banning Police Department will work with the Morongo Band of Mission Indians (Disaster Preparedness) to develop a mutual agreement on resource sharing for issues dealing with natural disasters. The goal is to have a resolution and MOU for approval before the end of this fiscal year.

Provide a streamlined process for approval of Special Event Applications from outside organizations and agencies wishing to use City parks for events. Those events bring visitors to our community, thus serving as economic drivers.

Provide a welcoming/assisting attitude to potential commercial developments (possible fast track policies)

Improve competitive position, streamline application process, establish incentives, and have knowledgeable staff in place

Improve the competitive position of the City, appropriately use the City's properties, and develop the east side

Pursue unique craft & boutique businesses for downtown area.

Christmas on the Farm at Gilman Ranch

Off Road Vehicle Event

Octoberfest

Leverage City and surrounding area attractions to stimulate economic development.

Explore feasibility of establishing Pinball Museum, Stagecoach Days, Rockefellas Music Festivals, Gilman Ranch, Cabazon Outlet Mall, Morongo Casino.

Business attraction, retention, and job development

Develop City branding & marketing materials

Inventory of available publicly owned property

Inventory of available publicly owned property

Inventory of available publicly owned property

Inventory of available publicly owned property

Actively recruit, retain and supports a diverse mix of quality businesses that meet both the seasonal and day-to-day needs of the community.

Shift or expand Opportunity Zone to include field property

Complete required contractual obligations of fields

Expand sphere of influence to include Cabazon

Inventory of available publicly owned property

Inventory of available publicly owned property

Inventory of available publicly owned property

Inventory of available publicly owned property

Stimulates and supports local businesses through incentives, corporate partnerships, available housing and efficient, locally responsible, "business friendly" processes.

Collaborates with local organizations and business groups to market and cultivate its amenities, attractiveness, localism, flexibility and tourism opportunities.

Provides a safe, accessible, reliable, connected and well-planned place to live and work

Support & develop relationship with Chamber of Commerce

Inventory of available publicly owned property

Inventory of available publicly owned property

Inventory of available publicly owned property

Inventory of available publicly owned property

Supports and encourages training and career development opportunities for the local workforce

Downstream Commercial Zone improvements

RP+ for former San Geronimo Inn Property

Rockefellas Music Festival

Christmas Parade & Tree lighting

Stagecoach Days

Christmas on the Farm at Gilman Ranch

Octoberfest

GOALS & POLICY OBJECTIVES FY 2019

Reliable Infrastructure & Connected Mobility Provides safe, integrated, convenient and connected travel options for pedestrians, cyclists and motorists to easily get around Designs, constructs and proactively maintains a reliable utility infrastructure that delivers safe, clean water, controls storm water drainage, effectively manages sewage treatment, and clean energy	Improve traffic on Highland Springs Boulevard	Enhance local transit services	
	Establish long-term infrastructure stability (Recycled water/chromium 6/smart meters)	Expedite installation of AMI/AMR and secure new software for more timely utility billing	Install AMI/AMR
Keeps citizens connected and informed, providing a reliable communications network and leveraging opportunities to provide information to citizens through community activities	Establish Wi-Fi hot spots	Provide community internet access	Resolve Water Rights Issues related to Flume
Plans, designs and maintains functional public facilities and parking			Biddigester to provide local energy source
Partners with others in the community to regionally plan, cooperatively prepare and collaboratively invest in properly regulated, sustainable development	I-10 Bypass		

GOALS & POLICY OBJECTIVES FY 2019

Safe City

Ensure our water and health environment within the City in which our citizens feel safe and which promotes the City as a location of choice for living, working, and playing.

Effectively manage the City's water resources to ensure system reliability and regulatory compliance

Guide Enforcement will work with the Planning Department to update the City's Urban Water Management Plan.

Water Conservation Education Campaign. Encourage citizens on reducing the public on topics of water conservation.

Implementation of the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Provide opportunities for healthier living through City sponsored programs.

Create/promote partnerships with Banning Unified School District. City of Banning Parks & Recreation, and faith based organizations. Encourage citizens to attend wellness classes sponsored by the City and insurance broker by July 2015.

Develop adult sports leagues. Staff will become actively involved in programs such as Let's Move and the Healthy Cities Campaign. Encourage citizens on reducing the public on topics of water conservation.

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Support regional programs that enhance social services for the distressed population.

Create a regional program which addresses homelessness/transient issues. Through the Police Reserve Law Enforcement Program, San Bernardino County Sheriff, Riverside County Sheriff, CHP, and Beaumont PD on a regional program (late 2016).

Continue work and build strong relationships with Community Action Network, San Bernardino County Sheriff, Riverside County Sheriff, and Land's Action and seek additional opportunities for collaboration.

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Provide cost effective public safety services to safeguard the community.

Encourage the use of the Self-Reporting Police Department website. Increase the Police Reserve program website allowing our citizens to self-report "no suspect" cases from 3 to 10 (2 year goal).

Expand the Police Reserve program from 18 to 30 volunteers (ongoing). Increase the Police Reserve program website allowing our citizens to self-report "no suspect" cases from 3 to 10 (2 year goal).

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Promote safe and secure neighborhoods and businesses by encouraging community based programs and facilitating rigorous law enforcement.

Encourage the community and businesses to use the CrimeReports.com application to better understand crime trends occurring in and around the vicinity of homes or businesses.

Expand the Police Reserve program from 18 to 30 volunteers (ongoing). Increase the Police Reserve program website allowing our citizens to self-report "no suspect" cases from 3 to 10 (2 year goal).

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Promote and support programs that improve the quality of life and well-being for the City's residents.

Seek funding (grants, etc.) to re-implement the Entertainment District patrol program (early 2016).

Coordinate with City departments to keep citizens informed about City programs via Utility Billing inserts by September 2015.

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Well-prepared and adequately staffed to offer protection, enforce the law, and proactively prevent crime.

Encourage the community and businesses to use the CrimeReports.com application to better understand crime trends occurring in and around the vicinity of homes or businesses.

Expand the Police Reserve program from 18 to 30 volunteers (ongoing). Increase the Police Reserve program website allowing our citizens to self-report "no suspect" cases from 3 to 10 (2 year goal).

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Create an informed and engaged community that encourages volunteerism and partnerships.

Develop a plan to maximize recreational opportunities for youth.

Coordinate with City departments to keep citizens informed about City programs via Utility Billing inserts by September 2015.

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Ensure regulatory compliance in order to provide clean and well-maintained neighborhoods, to protect property, the environment and the lives of its residents and visitors.

Continue Code Enforcement efforts to clean up the City.

Coordinate with City departments to keep citizens informed about City programs via Utility Billing inserts by September 2015.

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Provides for a safe transportation network that is well-maintained, accessible, enhances traffic flow and offers safe mobility to motorists, cyclists and pedestrians alike.

Coordinate with City departments to keep citizens informed about City programs via Utility Billing inserts by September 2015.

Coordinate with City departments to keep citizens informed about City programs via Utility Billing inserts by September 2015.

Implement the City's Capital Improvement Program. Plan, design, construct and operate the City's new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

Mitigation of Chromium 6. Analyze wells exceeding the new Chromium 6 requirements to determine the most effective and cost-efficient way of managing the Chromium 6 levels. Monitor City Council on staff program of well analysis.

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AMENDED AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

April 23, 2019
5:00 p.m.

Banning Civic Center
Council Chamber
99 E. Ramsey Street

The following information comprises the agenda for the regular meeting of the City Council, and a joint 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 – – Merle Malland, Champlain, Banning Police Department
- Pledge of Allegiance
- Roll Call – Council Members Happe, Peterson, Wallace, Mayor Pro Tem Andrade and Mayor Welch

II. AGENDA APPROVAL

III. PRESENTATION

1. Mental Health Month ORAL

IV. REPORT ON CLOSED SESSION

V. PUBLIC COMMENTS, CORRESPONDENCE, 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.

APPOINTMENTS:

VI. CONSENT ITEMS

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

Motion: Approve Consent items 1 through 10: Items ____, ____, ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the City Council)*

• **Mayor to Open Consent Items for Public Comments**

1. Approval of Special Meeting – 4/09/2019 Minutes (Closed Session) 24
2. Approval of Regular Meeting – 4/09/2019 Minutes 27
3. Receive and File Cash, Investments and Reserve Report for the Month of April 2019 43
4. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of March 2019 49
5. Public Works Capital Improvement Project Tracking List for April 2019... . 80
6. Receive and File Police Statistics Report for March 2019 86
7. Adopt Ordinance No. 1542, Approving Zoning Text Amendment 19-97501 Amending Chapter 17.53 of Title 17 of the Banning Municipal Code to reduce the separation requirements between commercial cannabis cultivation, manufacturing, and testing laboratory uses and residentially zoned property and amending the definition of “Canopy Space.” (***Second Reading and Adoption***).
(Staff Report – Adam Rush, Community Development Director)
Recommendation: that the City Council of the City of Banning, Waives Further Reading and Adopt Ordinance No. 1542, Amending Chapter 17.53 of Title 17 of the Banning Municipal Code to Reduce the Separation Requirements between Commercial Cannabis Cultivation, Manufacturing, and Testing Laboratory Uses and Residentially Zoned Property to be Consistent with the Development Standards Set Forth in the Banning Municipal Code, Section 17.12.030 (Commercial and Industrial Development Standards) and to Amend the Definition of Canopy Space. 91
8. Consideration and Approval of a Temporary Right of Entry Agreement with Southern California Gas Company.
(Staff Report – Douglas Schulze, City Manager)
Recommendation: Consider Adopting Resolution, Approving a Temporary Right of Entry to the Southern California Gas Company.
Recommendation: Consider Adopting Resolution, Approving a Temporary Right-of-Way Entry Agreement with Southern California Gas Company. 103

9. Adopt Resolution Declaring the Intention to Levy and Collet Assessments for Fiscal Year 2019/2020, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1 (*Staff Report – Art Vela, Director of Public Works/City Engineer*)
Recommendation (s): 1) That the City Council Adopt Resolution, Declaring the Intention to Levy and Collect Assessments, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1; 2) Authorize the City Clerk to Certify Resolution to be Filed in the Book or Original Resolutions. . 117
10. Funding Agreement for Economic and Business Development Services with Banning Chamber of Commerce 132
(*Staff Report – Douglas Schulze, City Manager*)

Recommendation: Authorize the City Manager to Execute the Agreement for Sponsorship and Funding with the Banning Chamber of Commerce.

VII. PUBLIC HEARINGS (DUE TO ITS LARGE VOLUME OF RECORDS, THIS AGENDA ITEM WILL BE DISTRIBUTED IN A SEPARATE BINDER AND POSTED UNDER A SEPARATE LINK ON THE CITY'S WEBSITE)

1. Resolution 2019-03; General Plan Amendment 18-2501; Ordinance No. 1541 approving Zone Change 18-3501 and making findings pursuant to CEQA; Design Review 18-7001; and Environmental Assessment 18-1501 for the Proposed Development of a 146,890 Square Foot Industrial Building within the General Commercial (GC) Land Use District Located on Developed and Undeveloped Property Located at 1897 West Lincoln Street, 1661 West Lincoln Street, 1617 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045)
(*Staff Report – Adam Rush, Community Development Director*)

Recommendation (s): 1) Open the public hearing, receive public comment, and close the public hearing; and 2) Adopt the Resolution 2019-03 (Attachment 1), Adopting an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Environmental Assessment 18-1501), Approving General Plan Amendment 18-2501, and Approving Design Review 18-7001 for a Proposed 146,890 Square Foot Industrial Warehouse Building Project; and 3) Introduce, as read by title only, Ordinance No. 1541 (Attachment 2), an Ordinance of the City Council of the City of Banning, California, Approving Zone Change No. 18-3501 to Amend the Zoning Classification for Real Property Located on the North Side of Lincoln Street, East of 22nd Street at 1897 West Lincoln Street, 1661 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045) from General

Commercial (GC) to Business Park (BP) in Conformance with General Plan Amendment 18-2501.....148

Mayor asks the City Clerk to read the title of Ordinance 1541

“Ordinance 1541, an Ordinance of the City of Banning, California, Approving Zone Change No. 18-3501 to Amend the Zoning Classification for Real Property Located on the North Side of Lincoln Street, East of 22nd Street at 1897 West Lincoln Street, 1661 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045) from General Commercial (GC) to Business Park (BP) in Conformance with General Plan Amendment 18-2501.

**Motion: I move to waive further reading of Ordinance 1541
(Requires a majority vote of the Council)**

Motion: I move that Ordinance No. 1541 pass its first reading.

2. Discuss and Consider Approving a Twelve (12) Month Extension for Tentative Parcel Map 33326 Located Generally North of Sun Lakes Boulevard and East of Highland Springs Avenue; APN # 419-140-057 Granting the Requested Twelve (12) Month Extension.150
(Staff Report – Adam Rush, Community Development Director)

Recommendation (s): 1) Conduct a Public Hearing on the Extension of Time for Tentative Parcel Map No. 33326; and 2) Approve a Twelve (12) Month Extension of Time for Tentative Parcel Map No. 33326.

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

REPORT BY CITY ATTORNEY

REPORT BY CITY MANAGER

REPORT OF OFFICERS

1. Adopt Resolution Amending Classification and Compensation Plan 196
(Staff Report – Douglas Schulze, City Manager)

Recommendation: That the City Council Adopt a Resolution Amending the Classification and Compensation Plan and Updated Job Descriptions for the Administrative Services Director and Human Resources Manager Positions (attached).

2. Adopt Resolution Approving a Professional Services Agreement with CPS HR Consulting for Executive Recruitment Services in an Amount Not to Exceed \$27,000.214

(Staff Report – Douglas Schulze, City Manager)

Recommendation: Staff Recommends the City Council Adopt a Resolution, Approving a Professional Services Agreement with CPS HR Consulting for Executive Recruitment Services in an Amount Not to Exceed \$27,000.00; Authorize the City Manager to Execute the Agreement; and Authorize the Acting Administrative Services Director to Make, If Necessary, Appropriations and Budget Adjustments for Fiscal Year 2019.

3. Adopt Resolution of the City Council of the City of Banning, Authorizing Application for, and Receipt of SB 2 Planning Grants Program Funds. ..268

(Staff Report – Adam Rush, Community Development Director)

Recommendation(s): Adopt Resolution, Authorizing Application for and Receipt of SB 2 Planning Grants Program (PGP) Funds.

4. Adopt Resolution, Awarding a Construction Agreement for Project No. ATPL-5214(012) “ATP Cycle 2 – Bicycle and Safe Routes to School Improvements” to Calpromax Engineering, Inc., Placentia, California, in the Amount of \$882,814 and Establishing a Total Project Budget of \$905,095 and Rejecting all Other Bids..... 275

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

Recommendation: Staff Recommends that the City Council Adopt Resolution, Awarding a Construction Agreement for the “ATP Cycle 2 – Bicycle and Safe Routes to School Improvements”, Project No. ATPL-52(012) to Calpromax Engineering, Inc., of Placentia, California, in the Amount of \$882,814 and a 10% Contingency in the Amount of \$82,281 for a Total Project Budget of \$905,095 and Rejecting all Other Bids.

5. *Discuss and* Consider One-Year Suspension of Certain Business Related Planning Department Application Fees. 291

(Staff Report – Ted Shove, Economic Development Manager)

Recommendation(s): 1) Adopt Resolution, Approving the Termination of a Temporary Fee Suspension of Collection of Certain Planning Department Fees Pursuant to Chapter Section 17.48.030 of the Banning Municipal Code; and 2) Adopt Resolution, Approving a One-Year Continuance for the Suspension of Collection of Certain Planning Department Fees Pursuant to Chapter Section 17.48.030 of the Banning Municipal Code.

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

- Roll Call – Board Members Happe, Peterson, Wallace, Vice Chairman Andrade, and Chairman Welch

IX. REPORTS OF OFFICERS

1. Adopt Resolution of the Utility Authority, Awarding a Professional Services Agreement to Falen Law Offices, LLC for Legal Services Related to the Transfer of the San Gorgonio Flume System in the Amount of \$100,000 and Awarding a Professional Services Agreement to Churchwell White, LLP in the Amount of \$100,000 for Legal Services to the Water and Wastewater Divisions of the Public Works Department 326
(Staff Report – Art Vela, Public Works Director)

Recommendation (s) : 1) Awarding a Professional Services Agreement to Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume System for an amount not to exceed \$100,000 for the remainder of fiscal year 2018/2019 and all of fiscal year 2019/2020 ; 2) Awarding a Professional Services Agreement to Churchwell White, LLP for Legal Services to the Water and Wastewater Divisions of the Public Works Department in an amount “not to exceed” \$100,000 for the remainder of fiscal year 2018/2019 and all of fiscal year 2019/2020; 3) Authorizing the City Manager and/or his designee to make necessary budget adjustments, appropriations and transfers related to the two Professional Services Agreements; 4) Authorizing the City Manager or his designee to execute both Professional Services Agreements; and 5) Authorizing the Deputy Secretary of the Banning Utility Authority to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

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

X. DISCUSSION ITEM

None.

BANNING UTILITY AUTHORITY (BUA) – Next Meeting, May 14, 2019, 5:00 p.m.

XI. ITEMS FOR FUTURE AGENDAS

1. Mills Act Update
2. Fee Suspension Update
3. Website Redesign
4. Street Naming Policy to Honor Land Owners
5. Contingency Plan for Residents During Emergencies
6. Appraisals Update
7. Honor Banning High School Senior Aliyah Amis
8. Empty Lots Clean Up
9. Enterprise Zone

XII. ADJOURNMENT

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

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

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

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

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

4/09/2019
SPECIAL MEETING- CLOSED SESSION

COUNCIL MEMBERS PRESENT: Councilmember Happe
Councilmember Peterson
Councilmember Wallace
Mayor Pro Tem Andrade
Mayor Welch

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Douglas Schulze, City Manager
Kevin Ennis, City Attorney
Jennifer Petrusis, Deputy City Attorney
Daryl A. Betancur, Deputy City Clerk

I. CALL TO ORDER

A special meeting of the Banning City Council was called to order by Mayor Welch on April 9, 2019, at 4:00 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California. Councilmember Peterson was excused.

II. CLOSED SESSION

Mayor Welch opened the closed session items for public comments.

Kevin Ennis, City Attorney read the closed session items into the record.

There were no public comments.

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Doug Schulze, City Manager
Unrepresented Employees: Department Directors. **Direction given to City Negotiation with respect to this item.**
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9) (One Case). **Status report was provided. No final action taken.**

The Meeting convened to closed session at 4:00 p.m. and reconvened to open session at 4:55 p.m.

ADJOURNMENT

By consensus, the meeting adjourned at 4:55 p.m.

Minutes Prepared by:

Daryl Betancur, Deputy City Clerk

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MINUTES
CITY COUNCIL

04/09/2019
REGULAR MEETING

COUNCIL MEMBERS PRESENT: Councilmember Happe
Councilmember Peterson
Councilmember Wallace
Mayor Pro Tem Andrade
Mayor Welch

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT Doug Schulze, City Manager
Kevin Ennis, City Attorney
Daryl Betancur, Deputy City Clerk
Matthew Hamner, Police Chief
Heidi Meraz, Community Services Director
Tom Miller, Electric Utility Director
Art Vela, Public Works Director/City Engineer
Suzanne Cook, Deputy Finance Director
Adam Rush, Community Development Director
Ted Shove, Economic Development Manager
Laurie Sampson, Executive Assistant
Leila Lopez, Office Specialist

I. CALL TO ORDER

A regular meeting of the Banning City Council was called to order by Mayor Welch on April 9, 2019, at 5:00 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

Mayor Welch offered the invocation.

Mayor Welch led the audience in the Pledge of Allegiance.

Mayor Welch stated that there had been a change made to the agenda to which the Council was aware of and thus entertained a motion to approve the agenda as presented.

II. APPROVAL OF AGENDA

A motion was made by Councilmember Wallace seconded by Mayor Pro Tem Andrade to approve the agenda as presented. Electronic roll call vote was taken as follows:

AYES: Happe, Peterson, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None

ABSENT: None

III. PRESENTATION

None

IV. REPORT ON CLOSED SESSION

City Attorney Kevin Ennis provided a brief report out of closed session as follows:

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Doug Schulze, City Manager
Unrepresented Employees: Department Directors. **Direction given to City Negotiation with respect to this item.**
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9) (One Case). **Status report was provided. No reportable action.**

V. PUBLIC COMMENTS, CORRESPONDENCE, AND APPOINTMENTS

Correspondence was received regarding item No. 5 from Frances Flanders of Cherry Valley.

Mayor Welch opened Public Comment for items not on the Agenda.

Ellen Carr spoke on behalf of Tender Loving Critters reminding the community to spay and neutered their pets; and spoke about the services they provide.

Inge Schuler addressed some issues pertaining to the previous Council meeting regarding the email issue, in which she was named and provided a copy of what she believed was the proof. Ms. Schuler also made comments relative to the dynamics of communication amongst Councilmembers, and recommended to have everyone acquainted with the rules of decorum, Brown Act and parliamentary procedure. Additionally, she commented on the issue of the Downtown Ad-hoc committee members and the reasons why certain members want to be a part of it.

Don Haggan commented on economic development issues stating that the City of Banning was losing businesses.

Bill Hobbs spoke relative to business development stating that he took a positive view about the direction of the City; spoke of the Coffee with the City Manager events, which he thought were a good idea; made reference to Section 9.10 of the City Council Rules of Procedure related to ethical standards, and commented that such rules had

been violated by a member of the City Council. He related that while attending a tennis event recently, he received a call from Councilmember Peterson making derogatory comments about City personnel as well as the City of Banning, which he thought were inappropriate from a member of the City Council; he stated that he did not appreciate to be called out simply because he happened to support the City Manager and new Police Chief.

Councilmember Peterson asked for a point of privilege and clarified the situation that Mr. Hobbs spoke about stating that he had made contact with Mr. Hobbs in reference to the slide of the presentation the City Manager had done at Sunlakes.

Diego Rose addressed the City Council on the work being done in the City, and thanked Public Works Director Art Vela; commented on beautification of the City; mentioned that the savings from having LED lights were not passed on the consumer, and that they should; and made comments relative to taxes.

David Ellis commented on the public records request, which also included him and presented the same document as Ms. Schuler as proof; made comments as to whether or not the City Manager could be trusted; mentioned a Supreme Court case related to first amendment rights dated June 18, 2018, which allows people the right to say anything they want to say in front of the City Council; suggested the City should send the Fire Marshall to conduct an inspection of dead trees, which represents a real fire hazard.

APPOINTMENTS:

1. Appointment to Parks & Recreation Commission.

Mayor Welch opened the floor for nominations for a vacancy on the Parks and Recreation Commission to fill the remainder of the term vacated by former Parks and Recreation Commissioner Richard Sanchez.

A motion was made by Councilmember Peterson to nominate Laura Leindecker to the Parks and Recreation Commission. Motion did not receive a second, therefore motion died.

A motion was made by Councilmember Wallace to nominate Vickie Sellers to the Parks and Recreation Commission. Seconded by Mayor Pro Tem Andrade. Electronic vote was taken as follows:

AYES:	Happe, Wallace, Andrade, & Welch
NOES:	Peterson
ABSTAIN:	None
ABSENT:	None

A motion was made by Mayor Welch to nominate Frank Diaz to the Parks and Recreation Commission. Seconded by Councilmember Peterson. Electronic vote was taken as follows:

AYES: Happe, Peterson, & Welch
NOES: Andrade & Wallace
ABSTAIN: None
ABSENT: None

The nomination of Vickie Sellers carried 4-1, therefore, Vickie Sellers was thereby appointed as Parks and Recreation Commissioner to fill the remainder of the term vacated by former Commissioner Richard Sanchez, said term due to expire on January 18, 2021.

VI. CONSENT ITEMS

Mayor Welch asked if the Council wished to pull any items.

Councilmember Happe requested that item No. 5 be pulled for further discussion.

A motion was made by Councilmember Peterson, seconded by Mayor Pro Tem Andrade to approve the rest of the consent calendar as presented. Electronic vote was taken as follows:

AYES: Happe, Peterson, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: None

1. Approval of Special Meeting – 3/26/19 Minutes (Closed Session)

Action: Approved by Minute Order No. 2019-052

2. Approval of Special Meeting - 3/26/19 Minutes (Workshop)

Action: Approved by Minute Order No. 2019-053

3. Approval of Regular Meeting – 3/26/19 Minutes (Regular Meeting)

Action: Approved by Minute Order No. 2019-054

4. Contracts Approved Under City Manager Authority for March, 2019

Action: Approved by Minute Order No. 2019-055

5. Approval of Measure A Five-Year Capital Improvement Program. (Pulled)

Councilmember Happe commented that he wanted to have staff provide clarification of the timing of a specific project, and to address the correspondence received regarding this item; he inquired about re-prioritizing the Sunlakes Boulevard extension from Highland Home to Sunset.

Art Vela, Director of Public Works/City Engineer presented the staff report and answered Council's questions stating that this was a high priority project, however, it had been pushed back several times because the alignment that was shown in the circulation element of the General Plan, the City did not have the right-of-way for, and because the property owner was not ready to dedicate that right-of-way to the City.

Further, Mr. Vela stated that a possible solution to deal with the right-of-way issue lied in a found alignment that reduces or eliminates completely any alignment challenges and that they will propose additional steps moving forward in terms of the actions that need to be taken.

Councilmember Happe urged staff to make it a priority for the benefit of the community.

Public Comment

David Ellis spoke in favor of the realignment and commented about the J-Hook concept as an option.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to approve the item as presented. Electronic vote was taken as follows:

AYES:	Happe, Peterson, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	None

Action: Adopted Resolution No. 2019-38

6. Approval of the SB-1 Projects.

Action: Adopted Resolution No. 2019-39

7. Resolution, Approving an Agreement with Pyro Spectaculars, Inc. for production of the Fourth of July Aerial Fireworks Display.

Action: Adopted Resolution No. 2019-40

VII. PUBLIC HEARING(S)

1. Resolution 2019-03; General Plan Amendment 18-2501; Ordinance No. 1541 approving Zone Change 18-3501 and making findings pursuant to CEQA; Design Review 18-7001; and Environmental Assessment 18-1501 for the Proposed Development of a 146,890 Square Foot Industrial Building within the General Commercial (GC) Land Use District Located on Developed and Undeveloped Property Located at 1897 West Lincoln Street, 1661 West Lincoln Street, 1617 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045
(Staff Report – Adam Rush, Community Development Director)

Recommendation(s): 1) Continue the public hearing to Tuesday, April 23 based upon the applicant’s request; and 2) Applicant’s request attached herein.

Adam Rush, Community Development Director stated that at the request of the applicant, staff was recommending a continuation of this item to the April 23, Council meeting.

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to continue the public hearing and agenda item to April 23. Electronic vote was taken as follows:

AYES:	Happe, Peterson, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	None

Action: Public Hearing and agenda item continued to April 23, by Minute Order No. 2019-056

2. Resolution No. 2019-04 and Ordinance No. 1542, Approving Zoning Text Amendment 19-97501 amending chapter 17.53 of Title 17 of the Banning Municipal Code to reduce the separation requirements between commercial cannabis cultivation, manufacturing, and testing laboratory uses and residentially zoned property and amending the definition of “Canopy Space.”
(Staff Report – Adam Rush, Community Development Director)

Recommendation(s): 1) Open the public hearing, receive public comment, and close the public hearing; 2) Adopt Resolution 2019-04, which is a Resolution of the City of Banning, California recommending that the Council make a determination under CEQA Guidelines Section 15060(c)(3) and 15061(b)(1) that the project is exempt from CEQA and approval of Zoning Text Amendment 19-97501 amending Chapter 17.53 of Title 17 of the Banning Municipal Code to

Reduce the separation requirements between commercial cannabis businesses and residentially zoned property and amending the definition of “canopy space”; 3) Making a determination under CEQA Guidelines Section 15060(c)(3) that the Zoning Text Amendments are not subject to CEQA because the amendments are not a “project” as defined by the CEQA Guidelines Section 15378, and further that under CEQA Guidelines Section 15061(b)(1) the project is exempt from CEQA as it is exempt by statute (Business and Professions Code Section 26055(h)); and 4) Recommending that the City Council approve Zoning Text Amendment 19-97501 to amend Chapter 17.53 of the Municipal Code to reduce the separation requirement between commercial cannabis cultivation, manufacturing, and testing laboratory uses and residentially zoned property from 600 to 300 feet, and to amend the definition of canopy space.

Mayor asks the City Clerk to read the title of Ordinance 1542

“Ordinance 1542, an Ordinance of the City of Banning, California, Amending Chapter 17.53 of Title 17 of the Banning Municipal Code to reduce the separation requirements between commercial cannabis cultivation, manufacturing, and testing laboratory uses and residentially zoned property and amending the definition of “Canopy Space”, and making a determination pursuant to CEQA.”

Motion: I move to waive further reading of Ordinance 1542
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1542 pass its first reading

Adam Rush, Community Development Director presented the staff report providing a summary of the background of the actions taken thus far by the City Council with respect commercial cannabis cultivation, manufacturing, and testing laboratory uses and no retail authorized under this ordinance. He indicated that multiple inquiries seeking clarification had been received over a long period of time with respect to two issues, one being the definition of canopy space, more specifically, he stated that this ordinance will add a definition to the municipal code calculating canopy space in square footage and measuring a clearly identifiable boundaries of all areas containing mature plants at all times; staff is also including within this definition that canopy space may be non-contiguous, in separate areas of the building but the total calculation has a maximum limit that can be separated by identifiable boundaries that staff will be reviewing as part of the CUP and building permit process; spoke about mature plants being cultivated by a shelving system and related requirements for this process.

He provided the background on the state code requirements in terms of distances from sensitive uses such as: schools, kindergarten, day care centers, which is 600 feet with no state requirement for residential separation; however, there is a 600 feet

separation from residential zoned property with a proposal to decrease that separation to 300 feet.

Community Development Director Adam Rush indicated that the other issue of concern was the 600 feet separation, which would create impediments for business owners on multiple fronts such as being pushed to new construction etc. Mr. Rush stated that in being able to push that setback from 600 feet to 300 feet, it would then allow existing facilities to accommodate these businesses; canopy and separation were the main issues of concern.

There were a number of questions from the Council with respect to distances, zoning requirements, setbacks, projection of income, impact upon current properties, eliminating the restriction of the setback and type of cannabis business allowed. A substantive discussion ensued on these and other issues raised by the public.

City Attorney Kevin Ennis reminded the City Council that the City was only allowing three types of activities within the industrial zone, including manufacturing, cultivation of a certain size 10,000 – 20,000, and testing; he also stated that when the City Council considered the relative uses it wanted to allow and studied the variety of options, there was a policy decision that the Council did not want to have very small operators, which could have created a proliferation of a lot of small operators; and the Council then expressed an interest to have medium size operators for purposes of cultivation.

Councilmember Happe expressed frustration relative to the issue of the setback stating that it did not make any sense; he inquired about the former commercial center and whether or not this property was located in the industrial zone, would this property qualify for this type of use; and wanted to know a specific reason for the setback configuration; he expressed that cannabis was an effort to stimulate the economy, however, the rules were impeding development as evidenced by the setback distance; he stated he saw no reason for the setback at all.

Public Comment

Don Haggan, Diego Rose, John Weeks, Laura Leindecker, Frank Burgess, David Ellis, and Ali Rashouk made comments relative to this item, particularly speaking about: setbacks to adjacent properties, health and safety hazards, property values, how the 600 foot distance is measured, possible rezoning of properties, how this fits into the general plan and the overdue general plan update, eliminating the setback requirement.

Mayor Welch closed the public hearing.

City Attorney Kevin Ellis clarified the following points regarding where the measures are from and stated that “the proposed language that the distances specified in the subsection, meaning the 300 foot separation, shall be the horizontal distance

measured in a straight line without regard for intervening structures from the property line of the lot in which the cannabis business is located to the nearest property line of those uses described”; the second point, Mr. Ennis sought to clarify was on the variable issue stating that the setback was just one of the criteria in order to get permission to operate under the city’s ordinance, they have to get a regulatory permit but then, they also have to get a Conditional Use Permit (CUP); thus there will be an opportunity to look at each one of these proposals on a case-by-case basis. He also stated that the Council could reduce the separation standard if the Council so desired;

Mayor Welch reopened the public hearing.

Diego Rose spoke in favor or rezoning parts of Hathaway to accommodate new cannabis businesses.

Frank Burgess urged the Council that since the public hearing was reopened the Council needs to make a motion to postpone or approve.

Mayor Welch closed the public hearing.

City Attorney Kevin Ennis suggested that the City Council could make changes in terms of the separation distance and staff could make the changes so that the ordinance could be introduced and approved at this meeting subject to the amendments directed to staff by the City Council.

A motion was made by Councilmember Happe, to adopt the Ordinance with modification to the language that would eliminate the setback, seconded by Mayor Pro Tem Andrade. City Attorney Kevin Ennis stated the Council would be introducing the ordinance as amended. Electronic vote was taken as follows:

AYES:	Happe, Peterson, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	None

Action: **Introduced Ordinance No. 1541 with amendments on first reading, and approved General Plan Amendment No. 18-2501**

The City Council recessed for a short break at 7:17 p.m. and reconvene at 7:27 p.m.

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

Councilmember Peterson – None

Councilmember Wallace reported on having attended the Community Action Committee Partnership meeting and that she had been promoted to Commissioner.

Councilmember Happe – None

Mayor Pro Tem Andrade spoke about the upcoming Coffee with the City Manager event and encouraged everyone to attend.

Mayor Welch thanked Banning staff for an excellent job during the Disaster Expo on Saturday, April 6. Mayor Welch also reported on the passing of former Mayor/Councilmember Don Smith, and requested that the meeting be adjourned in memory of Don Smith, a long-time resident of the City of Banning and an avid advocate of the City.

REPORT BY CITY ATTORNEY

None

REPORT BY CITY MANAGER

Douglas Schulze, City Manager made several announcements including: the Community Clean-up at Dysart park on Saturday April 13; spoke about the LED street light conversion spoken during public comment, and stated that with any conversion there was a cost associated with it, which ultimately pays-off over a five-year span for the initial cost, however, during those five-years it was hard to predict what the cost of electricity could be and therefore, the cost of operating the street lights was of benefit to the community.

City Manager, Douglas Schulze reiterated that on the issue of the public records request; there was no records request submitted to the City of Banning, which was what he had conveyed at the last Council meeting; it was submitted to the City of Bainbridge Island.

REPORT OF OFFICERS

1. Proposed Memorandum of Understanding from Banning Chamber of Commerce.

(Staff Report – Douglas Schulze, City Manager)

Recommendation: Staff Recommends the City Council Review, Discuss and Provide Direction Regarding the Proposed Memorandum of Understanding (MOU) with the Banning Chamber of Commerce.

City Manager Douglas Schulze presented the staff report and answered Council's questions with respect to the benefits derived to the City, and the cost of service.

Public Comment

Frank Burgess, Chamber of Commerce Board member spoke in support of approving the item.

Robert Ybarra, Chamber of Commerce President addressed the City Council advocating for approval of the item due to the events that the Chamber can assist the City with and the benefits to the residents and business community.

Upon receiving further inquiries from the Council, City Manager Douglas Schulze stated that he was simply seeking direction and some level of support with respect to the items included in the proposal, and that he will come back at the next meeting with an amount and a formal Memorandum of Understanding (MOU) for the Council to consider.

A motion was made by Councilmember Happe, seconded by Councilmember Wallace to approve the as presented. Electronic vote was taken as follows:

AYES:	Happe, Peterson, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	None

Action: Approved by Minute Order No. 2019-057

2. Proposed Amendment to Section 3.18.030 (D) of the Banning Municipal Code, Updating the Methodology for Calculating the Annual Consumer Price Index Adjustment to the Mining Tax Rate.

(Staff Report – Douglas Schulze, City Manager)

Recommendation: That the City Council Review the Proposed Methodology Update for Calculating the Mining Tax Rate Annual Increase Based on Data from the Consumer Price Index (CPI) for Riverside-San Bernardino-Ontario Index and Comment or Provide Alternate Direction to Staff Before Proceeding with a Public Hearing.

City Manager Douglas Schulze presented the staff report and stated that due to the change made by the Bureau of Labor Statistics for the area that the CPI Banning was within, the City must look at new methodology to compute the rate; and because the City was within the Los Angeles-Riverside-Anaheim CPI Index, however, presently, the City was within the Riverside-San Bernardino-Ontario Index; further, because this was the first year for the new index, the City did not have a year-over-a-year comparison; thus the City will need to continue using the old Index (Los Angeles-Riverside-Anaheim).

There were several questions from the Council related to: reduction of the per ton rate from 80 cents to 25 cents; whether or not the settlement agreement dictated such reduction; and increasing the rate back up to 80 cents through formal Council action.

A lengthy discussion ensued with respect to the history of the former lawsuit (s), and the legal issues that led to the reduction of the rate.

Mayor Welch provided a historical perspective of the issues surrounding this matter, which lead to the legal challenges and ultimate the settlement agreement.

City Attorney Kevin Ennis asserted that he would want to first review the allegations of the lawsuit to determine if it would be based upon the rate that a lawsuit could resurface before rendering a legal opinion.

Public Comment

Don Haggan asked if the city was still in pending litigation with respect to the rate.

A motion was made by Councilmember Happe, seconded by Councilmember Wallace to approve the item as presented. Electronic vote was taken as follows:

AYES:	Happe, Peterson, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	None

Action: Approved by Minute Order No. 2019-058 with direction given to the City Manager.

3. Adopt Resolution, Approving the Maximum Compensation and Benefits for City Executive Department Directors.
(*Staff Report – Douglas Schulze, City Manager*)

Recommendation(s): 1) Adopt Resolution, Approving the Maximum Compensation and Benefits in City Executive Department Director Employment Contracts, Including the City Manager, Administrative Services Director/Deputy City Manager, Community Development Director, Community Services Director, Electric Utility Director, Police Chief, and Public Works Director/City Engineer, Approving a Minimum Cost of Living Adjustment (“COLA”) Increase of One Percent (1%) and Maximum of Two Percent (2%) Based on Annual Consumer Price Index for Urban Wage Earners (CPI-W), and Approving Benefits; 2) Authorize the Administrative Services Director to Make the Necessary Budget Adjustments, Appropriations and Transfers.

City Attorney Kevin Ennis stated that there were some recommended changes to the proposed resolution specifically the recommendation was not to have the resolution apply to the City Manager or the Police Chief; the second change was with respect to

the annual cost of living adjustment (COLA) for Director's salary equivalent to the annual consumer price index with a minimum increase of one percent (1%) and a maximum increase of three percent (3%).

Councilmember Peterson alluded to his remarks made at the last meeting relative to pay parity with the newly appointed Police Chief; that the Council had directed the City Manager to review the comprehensive benefit package recommended and consider it during the upcoming organizational changes that he was considering in the near future.

There was no public comment

A motion was made by Councilmember Wallace, seconded by Mayor Pro Tem Andrade to approve the item with the changes alluded to earlier by the City Attorney. Electronic vote was taken as follows:

AYES:	Happe, Peterson, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	None

Action: Adopted Resolution No. 2019-41

4. Adopt Resolution, Awarding a Professional Services Agreement to Webb Municipal Finance, LLC for the Financial Analysis and Redevelopment of Landscape Maintenance District No. 1 in the amount of \$74,789, which includes a 10% Contingency.

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

Recommendation(s): 1) Awarding a Professional Services Agreement for the Financial Analysis and Redevelopment of Landscape Maintenance District (LMD) No. 1 to Webb Municipal Finance, LLC in the amount of \$67,990 and authorize an additional 10% contingency (\$6,799) for a total amount of \$74,789; 2) Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for the Financial Analysis and Redevelopment of LMD No.1; 3) Authorizing the City Manager or his designee to execute the Professional Services Agreement with Webb Municipal Finance, LLC of Riverside, California in the amount of \$74,789; and 4) Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

Art Vela, Director of Public Works/City Engineer presented the staff Report. There were no questions from the Council.

There was no public comment

A motion was made by Councilmember Peterson, seconded by Councilmember Wallace to approve the item as presented. Electronic vote was taken as follows:

AYES: Happe, Peterson, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: None

Action: Adopted Resolution No. 2019-42

IX. DISCUSSION ITEM - None

BANNING UTILITY AUTHORITY (BUA) – Next Meeting, April 23, 2019, at 5:00 p.m.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

X. ITEMS FOR FUTURE AGENDAS

1. Mills Act Update
2. Fee Suspension Update
3. Website Redesign
4. Street Naming Policy to Honor Land Owners
5. Contingency Plan for Residents During Emergencies
6. Appraisals Update
7. Honor Banning High School Senior Aliyah Amis
8. Golf Carts
9. Empty Lots Clean Up
10. Enterprise Zone
11. Police Audit

XI. ADJOURNMENT

By consensus, the meeting was adjourned at 8:11 P.M in memory of Mr. Don Smith former Mayor/Councilmember of the City of Banning and a moment of silence was observed.

Minutes Prepared by:

Daryl Betancur, Deputy City Clerk

NOTICE: Minutes of the City Council are prepared in abbreviated format and accordingly need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the legislative body, but minutes shall constitute the official record of the legislative body meeting where a verbatim record of the meeting is not *available* (*Section 5.10 Minutes and Recordings, City Council Rules of Procedure, p. 10*).

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://www.ci.banning.ca.us/ArchiveCenter/ViewFile/Item/2058> or by requesting and paying for a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: April 23, 2019

SUBJECT: Receive and File Cash, Investments and Reserve Report for the Month of March 2019

RECOMMENDATION:

That City Council receive and file Cash, Investment and Reserve Report for **March 31, 2019** in accordance with California Government Code 53646.

CASH AND INVESTMENT SUMMARY:

Description		Prior Month	Current Month
Funds Under Control of the City			
Cash			
	Cash on Hand \$	4,155.00 \$	4,155.00
	Checking and Savings Accounts \$	16,090,026.13 \$	14,353,392.91
Investments			
	LAIF \$	41,132,746.18 \$	41,132,746.18
	Brokerage \$	26,711,585.08 \$	26,780,789.64
Total Funds Under Control of the City		\$ 83,938,512.39	\$ 82,271,083.73
Funds Under Control of Fiscal Agents			
US Bank			
	Restricted Bond Project Accounts \$	15,213,556.03 \$	84,242,148.84
	Restricted Bond Accounts \$	5,384,105.60 \$	5,384,149.17
Union Bank			
	Restricted Funds \$	1,227,180.90 \$	1,276,524.45
Total Funds Under Control of Fiscal Agents		\$ 21,824,842.53	\$ 90,902,822.46
Total Funds		\$ 105,763,354.92	\$ 173,173,906.19

RESTRICTED, ASSIGNED, COMMITTED AND RESERVED SUMMARY:

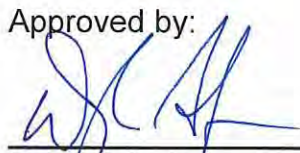
Description	Prior Month	Current Month
Total Funds	\$ 105,763,354.92	\$ 173,173,906.19
Restricted Funds	40,432,539.80	\$ 109,540,296.18
Assigned Funds - Specific Purpose	8,684,911.34	\$ 8,684,911.34
Committed Funds - Specific Purpose	4,528,172.25	\$ 4,528,172.25
Fund Balance Reserves	15,077,173.95	\$ 15,077,173.95
Total Restricted, Assigned, Committed and Reserv	\$ 68,722,797.34	\$ 137,830,553.72
Operating Cash - Unrestricted Reserves	\$ 37,040,557.58	\$ 35,343,352.47
Less Accounts held in Investments	\$ 26,711,585.08	\$ 26,780,789.64
Liquid Cash	\$ 10,328,972.50	\$ 8,562,562.83

ATTACHMENTS:

- Cash, Investment and Reserve Report March 2019
- Investment Report March 2019
- LAIF / PMIA Performance Report

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

Approved by:



Doug Schulze
City Manager

Cash & Investments		February 2019	March 2019	Reserve Balances	
Institution/Investment Type		Balance	Balance	Description	Balance
Funds Under Control of the City:					
Petty Cash / Cash on Hand		\$ 4,155.00	\$ 4,155.00	RESTRICTED FUNDS	
		\$ 4,155.00	\$ 4,155.00	Restricted Project Funds	\$ 84,242,148.84
Checking and Savings:				Bond Funds Held with Fiscal Agents	\$ 5,384,149.17
Wells Fargo - General Account - XXXXX5798	\$ 15,705,893.64	\$ 13,961,084.13		CASIO - City of Banning 6731036994	\$ 112,665.40
Bank of America - Parking Citations - XXXXXXXX 8776	\$ 80,003.25	\$ 84,602.32		City of Banning - 6736305920 - RPU	\$ 1,163,859.05
Bank of America - Airport Visa - XXXXXXXX 7548	\$ 218,693.04	\$ 222,326.11		Customer Deposit Accounts	\$ 1,589,363.35
Bank of America - CNG Charge Acct XXXXXXXX 5594	\$ 85,436.20	\$ 85,380.35		Capital Facility Fees (Funds 400, 410, 420, 421, 430, 661, & 681)	\$ 16,655,801.59
	\$ 16,090,026.13	\$ 14,353,392.91		Parking Citations	\$ 84,602.32
				Airport	\$ 222,326.11
				CNG	\$ 85,380.35
State of California, Local Agency Investment Fund					\$ 109,540,296.18
City of Banning XX-XX-050	\$ 41,132,745.95	\$ 41,132,745.95		ASSIGNED FUNDS - SPECIFIC PURPOSE	
Successor Agency XX-XX-001	\$ 0.23	\$ 0.23		Workers Compensation - PERMA	\$ 300,000.00
% of Investments in LAIF (Maximum 40% allowed per Investment Policy)	61%	61%		Capital Replacement	\$ 1,500,000.00
				Debt Service Payments	\$ 6,884,911.34
US Bank					\$ 8,684,911.34
City of Banning Custody Account XXXX6000				COMMITTED FUNDS - SPECIFIC PURPOSE	
Government Agencies				General Fund - Emergency Contingency 25% (minimum req. \$1,500,000)	\$ 4,528,172.25
First American Government Oblig Fd Cl D 31846V401 Market Value					
#3802 \$9,858,279.64	\$ 6,789,075.08	\$ 9,858,279.64			
Federal Home Loan Bks 3130A6K89 Market Value \$1,998,060 Maturity 10/5/2018	\$ -	\$ -			
Federal Home Loan Bks 3130A7G25 Market Value \$2,998,920 Maturity 3/15/2019	\$ 3,000,000.00	\$ 2,955,090.00			
F N M A 3135GOP49 Market Value \$2,982,090 Maturity 8/28/2019	\$ 2,955,090.00	\$ 2,955,090.00			
F H L M C M T N 3134GBJ52 Market Value \$2,985,360 Maturity 9/27/2019	\$ 3,000,000.00	\$ 3,000,000.00			
F H L M C M T N 3134GBL83 Market Value \$2,975,430 Maturity 3/27/2020	\$ 3,000,000.00	\$ 3,000,000.00			
F N M A M T N 3136G4PP2 Market Value \$2,971,350 Maturity 10/26/2020	\$ 3,000,000.00	\$ 3,000,000.00			
Federal Home Loan Bks 3130ADFV9 Market Value \$2,993,940 Maturity 1/29/2021	\$ 2,967,420.00	\$ 2,967,420.00			
F H L M C M T N 314GSSD8 Market Value \$2,000,660 Maturity 1/29/2021	\$ 2,000,000.00	\$ 2,000,000.00			
Federal Home Loan Bks 3130AETB6 Market Value \$5,193,466.34 Maturity 02/26/2019	\$ -	\$ -			
	\$ 26,711,585.08	\$ 26,780,789.64			\$ 4,528,172.25
Total Funds Under Control of the City	\$ 83,938,512.39	\$ 82,271,083.73		AVAILABLE FUND BALANCE RESERVES	
Funds Under Control of Fiscal Agents:				Electric Rate Stabilization Fund	\$ 6,723,446.60
US Bank				Electric Operational Fund	\$ 3,361,723.30
2015 Water Revenue Bonds-BUA Water Projects - 258228005	\$ 1,509,650.77	\$ 1,511,795.35		BUA Water Fund	\$ 1,197,964.30
2005 Wastewater Project Fund Bond - 792143006	\$ 3,269,306.76	\$ 3,270,059.13		BUA Wastewater Fund	\$ 378,339.40
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	\$ 2,767,473.64	\$ 2,771,405.06		Self Insurance Fund	\$ 500,000.00
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	\$ 7,667,124.86	\$ 76,688,889.30		Designated, Unreserved	
Restricted Project Funds Available	\$ 15,213,556.03	\$ 84,242,148.84		Mining Tax Collected	\$ 979,274.00
2015 Electric Revenue Bond-Escrow Fund - 277248000/262685001				PEG Reserve	\$ 133,104.35
Wastewater System Improvement Project Fund Bond 1989 Escrow Account for AC 94627350- 792145000	\$ -	\$ -		Litigation Contingency	\$ 179,189.00
Water System Improvement Project 1989 Escrow Acct AC 94627340- 792146000	\$ -	\$ -		Gas Tax & Police Reward	\$ 189,325.00
				CalPERS Liability	\$ 500,000.00
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	\$ 2,428,543.76	\$ 2,428,543.76		Compensated Absences	\$ 934,808.00
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-78958201	\$ 40,000.01	\$ 40,000.68			\$ 15,077,173.95
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-78958203	\$ 186,421.28	\$ 186,464.18		Operating Cash	
BUA Wastewater Enterprise Lease Revenue Bonds Series 2005 Reserve Fund - 7912143004	\$ 523,623.18	\$ 523,623.18		Balance Available for Daily Operations	\$ 35,343,352.47
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund- 277166004 Market Value	\$ 2,205,497.50	\$ 2,205,497.50		Less Amount held in investments	\$ 26,780,789.64
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Cost of Issuance - 277166006	\$ -	\$ -		Liquid Cash	\$ 8,562,562.83
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	\$ 19.87	\$ 19.87			
Bond Funds Held with Fiscal Agent - Restricted	\$ 5,384,105.60	\$ 5,384,149.17			
Union Bank of California:					
CAISO - City of Banning XXXXX6994	\$ 112,665.40	\$ 112,665.40			
City of Banning - XXXXX5920 - RPU	\$ 1,114,515.50	\$ 1,163,859.05			
Funds Held with Fiscal Agent - Restricted	\$ 1,227,180.90	\$ 1,276,524.45			
Total Funds Under Control of Fiscal Agents	\$ 21,824,842.53	\$ 90,902,822.46			
Grand Total	\$ 105,763,354.92	\$ 173,173,906.19		Grand Total	\$ 173,173,906.19
				UNRESTRICTED RESERVES	\$ 35,343,352.47

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

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

Suzanne Cook

Suzanne Cook

Deputy Finance Director/Interim ASD

City of Banning
Report of Investments
March 2019

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Rating	Moodys Rating	Settlement Date	Maturity Date	Par	Market Yield	Market Price	Market Value	Percentage of Investments
State of California, Local Agency Investment Fund	City of Banning Successor Agency	Pooled Investment Pooled Investment	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	\$ 41,132,745.95 \$ 41,132,746.18	2.436 0.000	99.905113 0.000	\$ 41,093,716.20 \$ 41,093,716.43	60.6% 0.0% 60.6%
US Bank- Broker Piper Jaffray	Government Agencies											
	First American Government Oblig Fd Cl D	Cash Equivalent	31846V401	N/A	N/A	N/A	N/A	\$ 9,858,279.64	1.890	100.000	\$ 9,858,279.64	14.5%
	FNMA	US Government Issue	3135G0P49	AA+	Aaa	7/26/2018	8/28/2019	\$ 2,955,090.00	1.010	99.403	\$ 2,982,090.00	4.4%
	FHLMCMTN	US Government Issue	3134GBJ52	AA+	Aaa		9/27/2019	\$ 3,000,000.00	1.510	99.512	\$ 2,985,360.00	4.4%
	FHLMCMTN	US Government Issue	3134GBJ83	AA+	Aaa		3/27/2020	\$ 3,000,000.00	1.610	99.181	\$ 2,975,430.00	4.4%
	FNMA MTN	US Government Issue	3136G4PP2	AA+	Aaa		10/26/2020	\$ 3,000,000.00	1.770	99.045	\$ 2,971,350.00	4.4%
	Federal Home Loan Bks	US Government Issue	3130ADFV9	AA+	Aaa	7/26/2018	1/29/2021	\$ 2,967,420.00	2.250	99.798	\$ 2,993,940.00	4.4%
	FNMA MTN	US Government Issue	3134GSSD8	AA+	Aaa	7/30/2018	1/29/2021	\$ 2,000,000.00	2.800	100.033	\$ 2,000,660.00	2.9%
								\$ 26,780,789.64			\$ 26,767,109.64	39.4%
Total Investments								\$ 67,913,535.82			\$ 67,860,826.07	100.0%



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/11/19	2.43	2.38	187
03/12/19	2.43	2.38	185
03/13/19	2.43	2.38	184
03/14/19	2.44	2.38	184
03/15/19	2.44	2.38	183
03/16/19	2.44	2.39	183
03/17/19	2.44	2.39	183
03/18/19	2.44	2.39	179
03/19/19	2.44	2.39	178
03/20/19	2.44	2.39	177
03/21/19	2.44	2.39	178
03/22/19	2.44	2.39	177
03/23/19	2.44	2.39	177
03/24/19	2.44	2.39	177
03/25/19	2.44	2.39	175
03/26/19	2.44	2.39	174
03/27/19	2.44	2.39	175
03/28/19	2.44	2.39	176
03/29/19	2.44	2.39	181
03/30/19	2.44	2.39	181
03/31/19	2.44	2.39	179
04/01/19	2.44	2.44	179
04/02/19	2.44	2.44	184
04/03/19	2.44	2.44	182
04/04/19	2.44	2.44	179
04/05/19	2.44	2.44	179
04/06/19	2.44	2.44	179
04/07/19	2.44	2.44	179
04/08/19	2.44	2.44	181
04/09/19	2.45	2.43	182
04/10/19	2.45	2.43	181

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

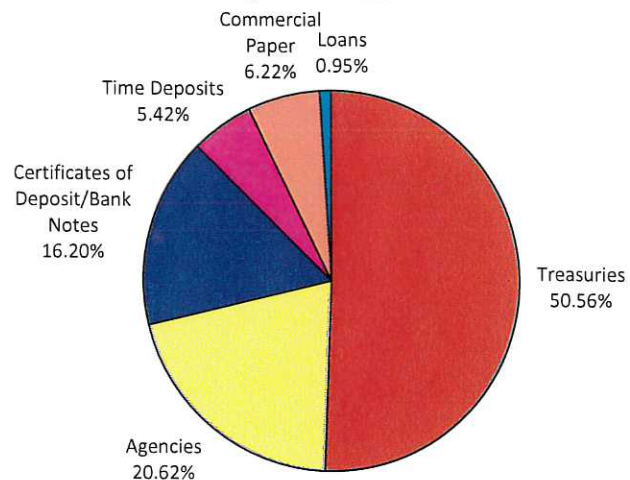
Quarter Ending 12/31/18

Apportionment Rate: 2.40
Earnings Ratio: 0.00006573663340150
Fair Value Factor: 0.999051127
Daily: 2.32%
Quarter to Date: 2.21%
Average Life: 192

PMIA Average Monthly
Effective Yields

Mar 2019 2.436
Feb 2019 2.392
Jan 2019 2.355

Pooled Money Investment Account
Portfolio Composition
03/31/19
\$86.9 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 04/10/2019

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: April 23, 2019

SUBJECT: Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of March 2019

RECOMMENDATION:

That City Council review and ratify the warrants for period ending **March 31, 2019**, per California Government Code Section 37208.

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	168274 - 168347	\$ 3,621,554.28	
Voided / Reissue Check		\$ 143.05	
Check Total			\$ 3,621,411.23
Wires Total	1003		\$ 1,164,913.12
ACH payments:			
	9006403 - 9006417		
Payroll Direct Deposit 3/1/2019		\$ 355,228.87	
Payroll Direct Deposit 3/15/2019		\$ 342,772.33	
Payroll Direct Deposit 3/29/2019		\$ 460,853.17	
Other Payments		\$ 559,262.46	
ACH Total			\$ 1,718,116.83
Payroll Checks:			
	11713 - 11734		
Payroll - Regular 3/1/2019		\$ 1,912.49	
Payroll - Regular 3/15/2019		\$ 2,466.26	
Payroll - Regular 3/29/2019		\$ 2,782.59	
Payroll Check Total			\$ 7,161.34
Total Warrants Issued for February 2019			\$ 6,511,602.52

ATTACHMENTS:

- Fund List
- Warrant List March 2019
- Warrant List Detail March 2019
- Voided Check Log – March 2019
- Payroll Log
- Payroll Registers

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

Approved by:



Doug Schulze
City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

0001 General Fund Departments

0001 – General
 1000 – City Council
 1200 – City Manager
 1210 – Economic Development
 1300 – Human Resources
 1400 – City Clerk
 1500 – Elections
 1800 – City Attorney
 1900 – Fiscal Services
 1910 – Purchasing & A/P
 2060 – TV Government Access
 2200 – Police
 2210 – Dispatch
 2279 – TASIN – SB621 (Police)
 2300 – Animal Control
 2400 – Fire
 2479 – TASIN – SB621 (Fire)
 2700 – Building Safety
 2740 – Code Enforcement
 2800 – Planning
 3000 – Engineering
 3200 – Building Maintenance
 3600 – Parks
 4000 – Recreation
 4010 – Aquatics
 4050 – Senior Center
 4060 – Sr. Center Advisory Board
 4500 – Central Services
 4800 – Debt Service
 5400 – Community Enhancement

Special Revenue Funds

002 – Developer Deposit Fund
 003 – Riverside County MOU
 005 – Successor Agency Admin Fund
 100 – Gas Tax Street Fund
 101 – Measure A Street Fund
 102 – RMRA (SB1) Gas Tax Fund
 103 – SB 300 Street Fund
 104 – Article 3 Sidewalk Fund
 110 – CDBG Fund
 111 – Landscape Maintenance
 132 – Air Quality Improvement Fund
 140 – Asset Forfeiture/Police Fund
 148 – Supplemental Law Enforcement
 150 – State Park Bond Fund
 190 – Housing Authority Fund
 200 – Special Donation Fund
 201 – Sr. Center Activities Fund
 4050 - Senior Center
 4060 - Senior Center Advisory Board
 202 – Animal Control Reserve Fund
 203 – Police Volunteer Fund
 204 – D.A.R.E. Donation Fund
 300 – City Administration COP Debt Service
 360 – Sun Lakes CFD #86-1
 365 – Wilson Street #91-1 Assessment Debt
 370 – Area Police Computer Fund
 375 – Fair Oaks #2004-01 Assessment Debt
 376 – Cameo Homes

Capital Improvement Funds

400 – Police Facilities Development
 410 – Fire Facilities Development
 420 – Traffic Control Facility Fund
 421 – Ramsey/Highland Home Road Signal
 430 – General Facilities Fund
 441 – Sunset Grade Separation Fund
 444 – Wilson Median Fund
 451 – Park Development Fund
 470 – Capital Improvement Fund
 475 – Fair Oaks #2004-01 Assessment District

Banning Utility Authority Funds

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

Enterprise Funds

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

Internal Service Funds

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

Successor Agency Funds

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

City of Banning
Warrant List March 2019

Warrant Number	Vendor Name	Warrant Amount
1003	RIVERSIDE PUBLIC UTILITIES	1,164,913.12
168274	ADVANCE WORKPLACE STRATEGIES INC	134.00
168275	AIRWAVE COMMUNICATIONS ENTERPRISES	1,944.55
168276	ALESHIRE & WYNDER, LLP	1,021.12
168277	ALLEN, MICHAEL	178.07
168278	AMAZON CAPITAL SERVICES	693.98
168279	AMERICAN FORENSIC NURSES	60.00
168280	ANDRADE, DANIELA	78.19
168281	ANIXTER, INC	4,776.12
168282	ARCINIEGA, JACKIE	25.00
168283	ARROW STAFFING SERVICE	1,222.00
168284	ARROYO BACKGROUND INVESTIGATIONS	900.00
168285	ATWORK FRANCHISE, INC	892.57
168286	BABCOCK LABORATORIES, INC	3,721.00
168287	BANNING POLICE OFFICERS ASSOC	2,000.00
168288	BEAUMONT CHERRY VALLEY WATER	15,760.92
168289	BEAUMONT DO IT BEST HOME CENTER	1,256.22
168290	BEAUMONT SAFE & LOCK	95.00
168291	BIO-TOX LABORATORIES	1,092.00
168292	BROWN, ERIC	21.54
168293	CALIFORNIA LAW ENFORCE ASSN	588.00
168294	CDW GOVERNMENT, INC	3,497.75
168295	WALLACE, COLLEEN	34.34
168296	COLONIAL INSURANCE	19,379.49
168297	CORE AND MAIN, LP	754.25
168298	CORELOGIC INFORMATION SOLUTIONS INC	66.68
168299	COSTAR REALTY INFORMATION, INC	87.95
168300	CUSTOM TROPHIES & U-NEEK AWARDS	14.00
168301	DANGELO CO	12,130.47
168302	DUARTE, ANGEL	148.20
168303	EDWARDS, WILLIAM	1,500.00
168304	FRONTIER COMMUNICATIONS	163.66
168305	FRYBARGER, JOSEPHINE	1,500.00
168306	G & G ENVIRONMENTAL COMPLIANCE, INC	1,905.64
168307	GAS COMPANY, THE	771.69
168308	HAMNER, MATTHEW	14,049.81
168309	HOME DEPOT #8987	414.24
168310	I.B.E.W. LOCAL 47	7,843.46
168311	I.B.E.W. LOCAL 47 (PAC)	44.00
168312	INLAND WATER WORKS SUPPLY CO.	853.14
168313	INNOVATIVE EMERGENCY EQUIPMENT	10,357.01
168314	LESLIE'S POOL SUPPLIES INC.	203.32
168315	LITHOPASS PRINTING, FORMS,	363.77
168316	MCGOVERN, JOHN	1,500.00
168317	MORONGO GOLF CLUB AT TUKWET CANYON	250.00
168318	MST BACKFLOW	810.00
168319	NAPA AUTO PARTS	204.68
168320	OFFICE DEPOT	429.48
168321	OLIN CORPORATION DBA	3,118.25
168322	P&P UNIFORMS	299.49
168323	PARTS AUTHORITY METRO, LLC	2,515.75
168324	PRE-PAID LEGAL SERVICES, INC	234.18
168325	PRO-CRAFT PLUMBING COMPANY, INC	382.60
168326	PRUDENTIAL OVERALL SUPPLY	484.99

City of Banning
Warrant List March 2019

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Warrant Number	Vendor Name	Warrant Amount
168327	RELIABLE WORKPLACE SOLUTIONS	52.99
168328	RIV. CO. CLERK RECORDER	24.00
168329	RIV. CO. CLERK RECORDER	150.50
168330	RIV. CO. CLERK RECORDER	113.50
168331	RIVERA, EDWARD & KIMBERLY	22.25
168332	RIVERSIDE, COUNTY OF	1,734.00
168333	SAN BERNARDINO PUBLIC EMPLOYEES	1,126.42
168334	SCCI, INC DBA	250.00
168335	SHRED-IT USA, LLC	192.62
168336	SMART & FINAL	40.69
168337	SMITH, JASON	84.73
168338	STAPLES BUSINESS ADVANTAGE	266.84
168339	TAYLOR, KEVIN	50.00
168340	TIME WARNER CABLE	71.69
168341	TITAN EMPIRE, INC	24,990.00
168342	TREMBLY, CHRIS	170.00
168343	TUINIER, DONALD	1,500.00
168344	V & V MANUFACTURING, INC.	115.24
168345	WELLS FARGO CARD SERVICES INC	2,537.84
168346	WELLS FARGO CARD SERVICES INC	1,309.59
168347	WESTRUX INTERNATIONAL INC	5,056.65
168348	CITY OF BANNING	8,871.42
168349	AL'S KUBOTA TRACTOR	532.15
168350	ALBERT A. WEBB ASSOCIATES	812.50
168351	AMAZON CAPITAL SERVICES	140.65
168352	AMERICAN WATER WORKS ASSN	1,502.00
168353	ANDRADE, DANIELA	32.94
168354	ARAGON GEOTECHNICAL, INC	6,115.00
168355	ARROW STAFFING SERVICE	977.60
168356	AT&T MOBILITY	2,199.04
168357	ATWORK FRANCHISE, INC	1,115.71
168358	BEAUMONT DO IT BEST HOME CENTER	568.34
168359	BENHAR, DIANA T	319.20
168360	CALHOUN, RAYMOND	148.43
168361	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
168362	CALIFORNIA MUNICIPAL REVENUE &	100.00
168363	CALIFORNIA SOC. OF MUNICIPAL	110.00
168364	CALIFORNIA WATER ENVIRONMENT	280.00
168365	CASTANEDA, SANDRA	30.16
168366	CLINKSCALE, LAVONIA	107.66
168367	COLBERT, STEPHANIE M	46.35
168368	WALLACE, COLLEEN	69.36
168369	COST RECOVERY SYSTEMS, INC	4,250.00
168370	COSTAR REALTY INFORMATION, INC	87.95
168371	COUNSELING TEAM INTERNATIONAL, THE	550.00
168372	COUTS HEATING & COOLING, INC	345.00
168373	CRABTREE, JEFFREY	143.67
168374	DANIELS TIRE SERVICE	2,221.47
168375	DOBBINS, DEANN LOUISE	14.00
168376	ELLINGTON, ADELINE	65.00
168377	FACTORY MOTOR PARTS	380.71
168378	FEDEX	12.84
168379	FLEET SERVICES INC	876.64
168380	FRONTIER COMMUNICATIONS	2,785.20

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Warrant Number	Vendor Name	Warrant Amount
168381	FRONTIER COMMUNICATIONS	1,949.56
168382	FUELING & SERVICE TECHNOLOGIES, INC	10,588.55
168383	GARCIA, JAMES	90.76
168384	GAS COMPANY, THE	2,329.47
168385	GERBERDING, DAVID	123.80
168386	GONZALEZ, ARMIDA	111.02
168387	GOVERNMENT FINANCE OFFICERS ASSN	375.00
168388	GRAINGER	160.34
168389	GRAY, DUSTIN	56.64
168390	HERNANDEZ, CARLA	126.00
168391	HOPKINS, VICKI	336.24
168392	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,128.58
168393	ICMA RETIREMENT TRUST 457	995.69
168394	INFOSEND, INC	1,009.76
168395	JAUREGUI, ROBERTO	24.00
168396	KHAN PROPERTIES AND HOLDINGS, LLC	79,581.03
168397	KHAN PROPERTIES AND HOLDINGS, LLC	60,225.18
168398	LAYNE CHRISTENSEN COMPANY	30,692.30
168399	LITHOPASS PRINTING, FORMS,	495.65
168400	LOS ANGELES TRUCK CENTERS DBA	26.10
168401	MACDONALD, DOUGLAS	87.39
168402	MARTIN, MADALIN	180.12
168403	MEZA, ROSALVA	110.95
168404	MONTROSE ENVIROMENTAL GROUP, INC	49,745.00
168405	MORGAN, DEIDRA J	147.00
168406	NATIONWIDE RETIREMENT SOLUTIONS	5,536.15
168407	OFFICE DEPOT	952.89
168408	OGAZ, LUCY	176.07
168409	ONYX PAVING COMPANY INC	246,181.10
168410	PARS	667.56
168411	PRUDENTIAL OVERALL SUPPLY	122.99
168412	RICHARDS WATSON GERSHON	89,735.20
168413	RIV. CO. CLERK RECORDER	8.00
168414	RIV. CO. CLERK RECORDER	16.00
168415	RIV. CO. CLERK RECORDER	8.00
168416	RIV. CO. FIRE DEPARTMENT	845,148.83
168417	RUEHLE, TARA SHAWN M	238.00
168418	SENTRY ESCROW SERVICE INC	12,540.00
168419	SENTRY ESCROW SERVICE INC	0.00
168420	SILVER & WRIGHT, LLP	1,877.35
168421	SIMPLER LIFE EMERGENCY	597.11
168422	SITEONE LANDSCAPE SUPPLY	166.73
168423	SMITH, JOHN	162.22
168424	SMITH, LOIS E	56.00
168425	SO CAL WEST COAST ELECTRIC, INC	439.40
168426	SOUTHERN CALIFORNIA EDISON	58.96
168427	SOUTHERN CALIFORNIA EDISON COMPANY	96,705.61
168428	STAPLES BUSINESS ADVANTAGE	666.49
168429	STUART, DAMON	80.38
168430	STUART, HOLLY	165.94
168431	SUEZ BANNING	62,182.00
168432	SUN LIFE FINANCIAL	19,294.26
168433	TELEPACIFIC COMMUNICATIONS	2,953.26
168434	TIME WARNER CABLE	915.69

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168435	TREMBLY, CHRIS	188.00
168436	VERIZON WIRELESS	499.03
168437	VISTA PAINT	380.06
168438	WATERLINE ENVIROTECH LTD	1,216.56
168439	XENIA PACIFIC, INC	1,791.34
168440	YEDWALSKY, HARVEY	162.22
168441	A-Z BUS SALES, INC. (COLTON)	1,098.30
168442	ACTION DOOR CONTROLS INC	195.00
168443	ADVANCE WORKPLACE STRATEGIES INC	123.00
168444	ALBERT A. WEBB ASSOCIATES	3,521.93
168445	ALTERNATIVE TECHNOLOGIES, INC	350.00
168446	AMAZON CAPITAL SERVICES	233.26
168447	AMERICAN RAMP COMPANY	7,261.32
168448	ANGI ENERGY SYSTEMS, LLC	3,979.13
168449	ANIXTER, INC	150.85
168450	ARROW STAFFING SERVICE	2,872.40
168451	ARTISTIC MAINTENANCE, INC.	8,898.75
168452	ASSOC OF RIVERSIDE COUNTY	150.00
168453	AT&T CALNET 2	777.82
168454	AT&T CALNET 2	666.53
168455	AT&T CALNET 2	212.32
168456	ATWORK FRANCHISE, INC	781.00
168457	BABCOCK LABORATORIES, INC	3,371.00
168458	BANNING SAN GORGONIO PASS AREA	90.00
168459	BATTERY SYSTEMS, INC	265.31
168460	BEAUMONT DO IT BEST HOME CENTER	244.19
168461	BEAUMONT POWER EQUIPMENT	111.32
168462	BIO-TOX LABORATORIES	591.00
168463	BLACK MARKET WINDOW TINT	180.00
168464	BLOOMHUFF, NINA	161.86
168465	BT SUPPLIES WEST	1,395.92
168466	CALIFORNIA, STATE OF	196.00
168467	CANON FINANCIAL SERVICES, INC	1,184.35
168468	CDW GOVERNMENT, INC	2,697.16
168469	CONSOLIDATED ELECTRICAL	64.65
168470	CORELOGIC INFORMATION SOLUTIONS INC	66.68
168471	COUNSELING TEAM INTERNATIONAL, THE	275.00
168472	COUTS HEATING & COOLING, INC	643.16
168473	COX, TIFFANY	25.00
168474	CREATIVE BUS SALES INC	280.56
168475	CUNNING, ALISON	279.00
168476	CUSTOM TROPHIES & U-NEEK AWARDS	678.82
168477	DECALS BY DESIGN, INC	796.04
168478	DIAMOND HILLS CHEVROLET BUICK GMC	124.26
168479	DIRECTV	53.24
168480	DOOLEY ENTERPRISES, INC	8,103.34
168481	DOTY, MARJORIE	139.16
168482	ELITE FIRE PROTECTION	2,011.80
168483	ENGINEERING RESOURCES OF SO CA	3,783.75
168484	EPSILON ENGINEERING	20,601.35
168485	FARWEST LINE SPECIALTIES	3,212.85
168486	FAST LUBE & TUNE	2,471.85
168487	FEDEX	224.41
168488	FINAL TOUCH CONSTRUCTION	412.00

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Warrant Number	Vendor Name	Warrant Amount
168489	FISHER, ROBERT	621.00
168490	FOX OCCUPATIONAL MEDICAL CENTER	350.00
168491	FRONTIER COMMUNICATIONS	321.83
168492	FUELING & SERVICE TECHNOLOGIES, INC	651.52
168493	GAS COMPANY, THE	216.60
168494	GRAY, DUSTIN	56.64
168495	GREEN, NATASHA	347.08
168496	GUZMAN, SUSANA	100.50
168497	HALL, KOLANJI	312.00
168498	HAZEN AND SAWYER	3,785.00
168499	HERC RENTALS INC.	1,654.37
168500	HOME DEPOT #8987	121.41
168501	HR GREEN PACIFIC, INC	1,617.50
168502	INFOSEND, INC	5,823.34
168503	INLAND WATER WORKS SUPPLY CO.	330.36
168504	INNOVATIVE FEDERAL STRATEGIES	3,507.14
168505	IRON MOUNTAIN INFORMATION MGMT, LLC	220.81
168506	LEAGUE OF CALIFORNIA CITIES	200.00
168507	LEXISNEXIS RISK SOLUTIONS	103.00
168508	LITHOPASS PRINTING, FORMS,	629.60
168509	MAILFINANCE, INC	524.47
168510	MANERI SIGN COMPANY INC.	15.24
168511	MARTINEZ, MATTHEW	98.00
168512	MCCLUNE, DEVIN	98.00
168513	MERCHANTS BUILDING MAINTENANCE, LLC	5,561.08
168514	MITSUBISHI ELECTRIC & ELECTRONICS	303.80
168515	MULTIFORCE SYSTEMS CORP	890.00
168516	O'REILLY AUTO PARTS	1.36
168517	OGAZ, LUCY	275.20
168518	ONE SOURCE DISTRIBUTORS	297.39
168519	ONYX PAVING COMPANY INC	305,815.03
168520	PACKHAM & TOOMEY, INC	3,260.00
168521	PARKHOUSE TIRE, INC.	1,054.43
168522	PARTS AUTHORITY METRO, LLC	946.21
168523	PETTY CASH CUSTODIAN - FINANCE	129.84
168524	PITTMAN, DAVID	68.38
168525	PRESS-ENTERPRISE, THE	497.70
168526	PRO-RISE GARAGE DOOR CO	850.00
168527	PRUDENTIAL OVERALL SUPPLY	421.85
168528	PUBLIC AGENCY RETIREMENT SERVICES	300.00
168529	PUBLIC ENTITY RISK MANAGEMENT	225,328.25
168530	QUALITY LOGO PRODUCTS	342.12
168531	RDO EQUIPMENT CO	1,066.30
168532	REDLANDS FORD	12.28
168533	RELIABLE WORKPLACE SOLUTIONS	81.11
168534	RIV. CO. INFORMATION TECHNOLOGY	11,641.24
168535	ROBINSON, BRANDON A	200.76
168536	SAN DIEGO MARRIOTT MARQUIS & MARINA	3,135.57
168537	SAN GORGONIO PASS DESIGN AND PRINT	187.49
168538	SAYESKI, CHRISTOPHER	1,309.92
168539	SCCI, INC DBA	500.00
168540	SHOVE, TED	83.00
168541	SMART & FINAL	31.91
168542	SMITH, JASON	98.00

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Warrant Number	Vendor Name	Warrant Amount
168543	SONSRAY MACHINERY LLC	421.00
168544	SOUTH COAST AIR QUALITY	538.58
168545	SOUTHERN CALIFORNIA JOINT POLE	770.60
168546	STAPLES BUSINESS ADVANTAGE	243.10
168547	STATEWIDE TOWING & RECOVERY, INC	450.00
168548	STUART, DAMON	80.38
168549	STUART, HOLLY	165.94
168550	SUN RIDGE SYSTEMS INC	20,382.00
168551	T-MOBILE	255.00
168552	THE SOCO GROUP, INC.	23,647.41
168553	THOMSON REUTERS - WEST	41.48
168554	TIME WARNER CABLE	159.90
168555	TOWN & COUNTRY ESCROW CORP	20.00
168556	TOWN & COUNTRY ESCROW CORP	475,000.00
168557	TRENCH SHORING COMPANY	92.00
168558	UNDERGROUND SERVICE ALERT	126.78
168559	UNITED STATES POSTAL SERVICE	5,000.00
168560	VERIZON WIRELESS	152.04
168561	WELDOR'S SUPPLY AND STEEL	87.13
168562	WEST COAST LIGHTS & SIRENS, INC	101.94
168563	WESTERN MUNICIPAL WATER DISTRICT	800.00
168564	WESTERN RIVERSIDE COUNCIL	8,873.00
168565	WESTERN RIVERSIDE REGIONAL	2,104.00
168566	WESTERN UNDERGROUND COMMITTEE REG	1,000.00
168567	YEDWALSKY, HARVEY	106.58
168568	AL'S KUBOTA TRACTOR	129.95
168569	AMAZON CAPITAL SERVICES	785.91
168570	AMERICAN FORENSIC NURSES	1,280.00
168571	ARTISTIC MAINTENANCE, INC.	9,500.00
168572	ASBURY ENVIRONMENTAL SERVICES DBA	323.25
168573	ATWORK FRANCHISE, INC	892.57
168574	AVILA, CHRISTINA	378.00
168575	B & H FOTO & ELECTRONICS CORP	908.18
168576	BEAUMONT DO IT BEST HOME CENTER	608.19
168577	BIO-TOX LABORATORIES	729.00
168578	BLUE SHIELD OF CALIFORNIA	68,759.62
168579	CALDERON, SANDRA B	11.60
168580	CALIFORNIA WATER ENVIRONMENT	60.00
168581	CALIFORNIA, STATE OF	2,016.98
168582	CARD INTEGRATORS DBA	304.04
168583	CHARLES ABBOTT ASSOCIATES, INC	15,346.59
168584	CIVICPLUS	27.50
168585	WALLACE, COLLEEN	34.34
168586	COUNTY OF RIVERSIDE-ANIMAL CONTROL	15,236.00
168587	CYBERTIME NETWORK COMMUNICATIONS	7,797.00
168588	DEX MEDIA	81.02
168589	ELECTRIC POWER SYSTEMS INT, INC.	51,390.50
168590	FRONTIER COMMUNICATIONS	1,171.70
168591	HAPPE, DAVID	27.38
168592	HAYS, RONALD	273.25
168593	HINDERLITER DE LLAMAS & ASSOCIATES	1,134.17
168594	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,147.33
168595	ICMA RETIREMENT TRUST 457	425.00
168596	INNOVATIVE EMERGENCY EQUIPMENT	1,233.71

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Warrant Number	Vendor Name	Warrant Amount
168597	IRON MOUNTAIN INFORMATION MGMT, LLC	349.00
168598	KAISER FOUNDATION HEALTH	49,104.93
168599	LANCE, SOLL & LUNGARD, LLP	23,996.00
168600	LOZANO SMITH LLP	386.00
168601	MILLER, JONI	317.47
168602	NATIONWIDE RETIREMENT SOLUTIONS	3,712.88
168603	O'REILLY AUTO PARTS	410.62
168604	OFFICE DEPOT	417.60
168605	ON TRAC	23.89
168606	P&P UNIFORMS	29.07
168607	PARS	689.94
168608	PETTY CASH CUSTODIAN - POLICE	124.83
168609	PLUMB LINE SURVEYING, INC	1,440.00
168610	PRUDENTIAL OVERALL SUPPLY	88.70
168611	QUANTUM ANALYTICAL SERVICES, INC	320.00
168612	RETAIL LEASE TRAC, INC	1,025.00
168613	RIV. CO. CLERK RECORDER	8.00
168614	RIV. CO. COMMUNITY HEALTH AGENCY	98.00
168615	ROMO PLANNING GROUP, INC.	26,780.00
168616	SENTRY ESCROW SERVICE INC	5,730.00
168617	SHRED-IT USA, LLC	284.34
168618	SIEMENS INDUSTRY, INC	630.00
168619	SMART & FINAL	112.71
168620	SOUTHERN CALIFORNIA EDISON	63.29
168621	SOUTHERN CALIFORNIA GAS CO	4,434.18
168622	STAPLES BUSINESS ADVANTAGE	246.36
168623	TURBO DATA SYSTEMS INC	264.88
168624	VISION SECURITY SYSTEMS	4,861.81
168625	WATERLINE ENVIROTECH LTD	1,218.28
168626	WILLDAN FINANCIAL SERVICES	52.75
168627	WILLIAM-HILL, ANDREA	630.00
168628	YOUNGBLOOD & ASSOCIATES	450.00
168629	ZENNER PERFORMANCE METERS, INC	5,966.12
168630	72 HOUR LLC-NATIONAL AUTO FLT GRP	259,185.08
9006403	WELLS FARGO BANK	355,228.87
9006404	INTERNAL REVENUE SERVICE	133,880.30
9006405	CA. ST. EMPLOYMENT DEV. DEPT.	18,729.63
9006406	TASC	1,131.04
9006407	WELLS FARGO BANK	400.00
9006408	CA. ST. PUBLIC EMPLOYEES	87,882.13
9006409	CALPERS 457 PLAN - 450260	35,312.57
9006410	WELLS FARGO BANK	342,772.33
9006411	INTERNAL REVENUE SERVICE	132,914.81
9006412	CA. ST. EMPLOYMENT DEV. DEPT.	18,947.56
9006413	TASC	4,901.21
9006414	CA. ST. PUBLIC EMPLOYEES	88,878.17
9006415	CALPERS 457 PLAN - 450260	35,885.04
9006416	WELLS FARGO BANK	400.00
9006417	WELLS FARGO BANK	460,853.17
Grand Total		6,504,564.23
	Less Voided / Reissued Checks from Prior Period	
	Less Voided Checks Prior Period	(123.05)
	Add Payroll Checks	7,161.34
	Total Remittance for Month	<u><u>6,511,602.52</u></u>

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1003	3/13/2019	RIVERSIDE PUBLIC UTILITIES	214		670-7000-331.20-01	INTEREST REVENUE REVENUES RECEIVED FEB 2019	(1,953.82)
					670-7000-356.38-10	ENERGY REVENUE REVENUES RECEIVED FEB 2019	(4,486.43)
					670-7000-356.38-17	CRR REVENUE REVENUES RECEIVED FEB 2019	(24,809.03)
					670-7000-356.38-20	TRANS REVENUE REVENUES RECEIVED FEB 2019	(67,834.28)
					670-7010-473.27-09	S & D EXPENSE POWER EXPENSE FEB 2019	61,376.00
					670-7010-473.27-50	CAPACITY EXPENSE POWER EXPENSE FEB 2019	325,796.88
					670-7010-473.27-60	ENERGY EXPENSE POWER EXPENSE FEB 2019	445,871.53
					670-7010-473.27-70	TRANS EXPENSE POWER EXPENSE FEB 2019	420,749.59
					670-7010-473.33-02	LEGAL EXPENSE POWER EXPENSE FEB 2019	10,202.68
					670-7000-473.33-32	DOT EXAM CORTEZ JASSO, VICTOR	67.00
					680-8000-454.33-32	DOT EXAM WOODSTOCK, WARREN	67.00
					001-2200-421.30-08	PD COMMUNICATIONS SYS	1,262.55
					001-2200-421.30-08	RADIO REPAIR DEUSENBERRY	682.00
					700-5300-480.33-04	JAN 2019 LEGAL SERVICES	787.12
					700-5300-480.33-04	JAN 2019 LEGAL SERVICES	234.00
					675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM JULY 2018-DEC 2018	178.07
					001-0000-201.10-00	SALES TAX	(41.07)
					001-1000-411.89-48	PETERSON IPAD	735.05
					001-2200-421.33-31	CHP BLOOD DRAWS	60.00
					001-1000-411.23-05	PRESIDENT'S DAY PARADE INDIO 2/18/19	50.81
					001-1000-411.23-05	STATE OF ED ADDRESS PALM SPRINGS 2/26/19	27.38
					670-0000-131.00-00	65 AMP FUSES PO NUM 029177	765.78
					670-0000-131.00-00	BLUE WIRE/AUTO CLAMPS PO NUM 029177	4,010.34
					001-4000-351.35-71	DOG OBEDIENCE CLS CANCEL	25.00
					001-1900-412.23-27	CARROLL, GARY W/E 2/16/19	1,222.00
					001-1300-412.33-11	DISPATCHER BACKGROUND	900.00
					001-1200-412.23-27	STEINER, CHANDRA W/E 2/24 PURCHASING	892.57
					660-6300-471.23-32	LEAD BY CPMS	20.00
					660-6300-471.23-32	LEAD BY CPMS	20.00
					680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
					660-6300-471.23-32	NITRATE-NITROGEN, NITRITE	260.00
					660-6300-471.23-32	NITRATE-NITROGEN, NITRITE	80.00
					660-6300-471.23-32	1,2,3-TRICHLOROPROPANE	315.00
					660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	45.00
					660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
					660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
					680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
					660-6300-471.23-32	VARIOUS CHEMICALS	2,686.00
					001-0000-204.50-00	POLICE OFFICER ASSOC DUES FEBRUARY 2019	2,000.00
					660-6300-471.27-14	LABOR-ELECT-TREATMENT WELLS 24-25-26 OCT-DEC 18	15,760.92
					702-3800-480.36-00	PLEXI & STRECH WRAP	76.66
					001-3200-412.30-02	EYEWASH STATION SHOWER VA	189.63
					702-3800-480.36-00	HOOK & TARP STRAP	123.79
					702-3800-480.36-00	HD BUNGEY	14.18
					001-3200-412.30-02	ALMOND WALL BASE	128.78
					001-3200-412.30-01	CLEAR SEALANT	21.53
					702-3800-480.38-52	#231 O-RING	3.86
					001-3200-412.30-02	HOLE SAW	14.00
					001-3200-412.30-02	HOLE SAW	17.00
					001-3200-412.30-02	SCOTCH-BRITE PAD	9.00
					001-3200-412.30-02	COM CENT- COVE BASE ADHES	19.30
					001-3200-412.30-02	COM CENT- COVE BASE ADHES	24.19
					702-3800-480.30-02	ROUND UP	24.70
					100-4900-431.36-00	BOW RAKE	58.10
					001-3200-412.30-01	CAULK & SEALANT	21.41
					001-3200-412.30-02	TOWER QUARTZ HEATER	140.05
					001-3200-412.30-01	CLEAR SILICONE	7.53
					702-3800-480.38-52	GOLD STAIN, PAINT TRAY	45.89
168274	3/1/2019	ADVANCE WORKPLACE STRATEGIES INC	395947				
168275	3/1/2019	AIRWAVE COMMUNICATIONS ENTERPRISES	6504		028397		
168276	3/1/2019	ALESHIRE & WYNDER, LLP	6506		028397		
168277	3/1/2019	ALLEN, MICHAEL	50260				
168278	3/1/2019	AMAZON CAPITAL SERVICES	50261				
168279	3/1/2019	AMERICAN FORENSIC NURSES	JUL 18-DEC 18				
168280	3/1/2019	ANDRADE, DANIELA	IDPJ-RDYN-17DQ		029400		
168281	3/1/2019	ANIXTER, INC	71684		029036		
168282	3/1/2019	ARCINIEGA, JACKIE	MILEAGE 2/18/19				
168283	3/1/2019	ARROW STAFFING SERVICE	MILEAGE 2/26/19				
168284	3/1/2019	ARROYO BACKGROUND INVESTIGATIONS	4029346.02				
168285	3/1/2019	ATWORK FRANCHISE, INC	4128048-01				
168286	3/1/2019	BABCOCK LABORATORIES, INC	12857122-REFUND				
			106626				
			1869		028559		
			070098				
			BA92908 0030		029259		
			BA92910 0030		029259		
			BA92991 0030		029259		
			BA92995 0030		029259		
			BB90014 0030		029259		
			BB90129 0030		029259		
			BB90131 0030		029259		
			BB90147 0030		029259		
			BB90391 0030		029259		
			BB90502 0030		029259		
			BB90651 0030		029259		
			BB90981 0030		029259		
			FEBRUARY 2019				
168287	3/1/2019	BANNING POLICE OFFICERS ASSOC	0002242				
168288	3/1/2019	BEAUMONT CHERRY VALLEY WATER	466915		029051		
168289	3/1/2019	BEAUMONT DO IT BEST HOME CENTER	467079		029051		
			467177		029051		
			467189		029051		
			467238		029051		
			467257		029051		
			467428		029051		
			467429		029051		
			467437		029051		
			467491		029051		
			467622		029051		
			467640		029051		
			467730		029051		
			467919		029051		
			468100		029051		
			468190		029051		
			468237		029051		
			468260		029051		

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
168290	3/17/2019	BEAUMONT SAFE & LOCK	468274	029051	001-3200-412.30-01	LAWN RISER EXTRACTOR	12.38
168291	3/17/2019	BIO-TOX LABORATORIES	468358	029051	001-3200-412.30-02	MOTOR	82.96
			468351	029051	001-3200-412.30-02	WET PACH ROOF CEMENT	43.08
			468602	029051	001-3200-412.30-02	GRAY SILICONE SEALANT	17.22
			468767	029051	001-3600-461.36-00	DEPARTMENTAL SUPPLIES	47.05
			468846	029051	100-4900-431.36-00	PAINT RESPIRATOR	113.11
168292	3/17/2019	BROWN, ERIC	71102	029216	001-3600-461.30-02	KEYS LIONS PARK PO 29066	95.00
168293	3/17/2019	CALIFORNIA LAW ENFORCE ASSN	37142	029216	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	265.00
168294	3/17/2019	CDW GOVERNMENT, INC	37143	029216	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	43.50
			37242	029216	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	783.50
			REIMB 3/4/19		703-3700-480.36-56	AC ADAPTER	21.54
			MARCH 2019		001-0000-204.80-13	POLICE LTD PREMIUMS MARCH 2019	588.00
			QTC9067	029175	001-2200-421.36-00	CREDIT- HARDWARE	(10.78)
			QWKG615	029175	001-2200-421.36-00	IT DEPT SUPPLIES	3,508.53
			MILEAGE 2/21/19		001-1000-411.23-05	CAP MEETING RIVERSIDE 2/21/19	34.34
			3229614-0301241		001-0000-204.30-00	TERM LIFE PREMIUMS FEBRUARY 2019	2,074.00
					001-0000-204.30-00	CANCER PREMIUMS FEBRUARY 2019	1,665.96
					001-0000-204.80-02	UNIVERSAL LIFE PREMS FEBRUARY 2019	3,016.05
					001-0000-204.80-03	ACCIDENT PREMIUMS FEBRUARY 2019	3,185.95
					001-0000-204.80-11	SUPPLEMENTAL DISABILITY FEBRUARY 2019	6,210.88
					001-0000-204.80-12	CRITICAL ILLNESS PREMS FEBRUARY 2019	1,556.30
					001-0000-204.80-16	HOSP CONF PREMIUMS FEBRUARY 2019	1,670.35
					660-0000-131.00-00	PVC PIPE, METER WASHERS PO NUM 029094	754.25
					001-3000-442.30-17	ENGINEERING METROSCAN ACC	66.68
					001-1210-412.33-11	COMM PROP LISTING SITE 2/1/19-2/28/19	14.00
					001-2800-441.23-02	ID PLATE-BROSIOUS	11,468.78
					660-0000-131.00-00	METER BOX, COVER, LID, BODY PO NUM 029095	277.46
					660-0000-131.00-00	RUBBER METER GASKET PO NUM 029095	57.32
					660-0000-131.00-00	PVC SLIP, COUPLING PO NUM 029095	326.91
					660-0000-131.00-00	MANHOLE RING "SEWER" PO NUM 029095	148.20
					001-0000-218.22-22	UB CR REFUND-FINALS 000021970	1,500.00
					675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM-REBATE	81.65
					001-4500-412.26-05	209-188-4027 FEB 16,2019 - MAR 15,2019	82.01
					001-4500-412.26-05	951-849-7296 FEB 16,2019 - MAR 15,2019	1,500.00
					660-6300-471.23-37	NPDES/IWASTE INSPECTIONS	360.00
					680-8000-454.23-37	NPDES/IWASTE INSPECTIONS	1,545.64
					001-4500-412.26-06	99 E RAMSEY ST 1/17/19-2/15/19	771.69
					001-2200-421.23-23	HOUSE HUNTING EXPENSES PER EMPLOYMENT AGREEMENT	2,041.45
					001-2200-421.23-23	REIMB MOVING EXPENSES PER EMPLOYMENT AGREEMENT	12,008.36
					001-2200-421.23-23	STRETCH WRAP/PVC PIPE	214.98
					660-6300-471.45-08	STRETCH WRAP/PVC PIPE	25.84
					670-7000-473.45-16	MOUSE BAIT, CONCRETE MIX	173.42
					660-6300-471.45-08	GEN/UTILITY UNION DUES FEBRUARY 2019	7,843.46
					001-0000-204.53-00	PAC DUES FEBRUARY 2019	44.00
					001-0000-204.80-01	COUPLINGS PO NUM 029097	853.14
					148-2200-421.90-52	OUTFIT FOR UNIT 70 FUSION	3,789.64
					148-2200-421.90-52	OUTFIT FOR UNIT 71 FUSION	3,789.64
					148-2200-421.90-52	OUTFIT FOR UNIT 70 FUSION	1,227.46
					148-2200-421.90-52	OUTFIT FOR UNIT 71 FUSION	1,227.46
					148-2200-421.90-52	LIGHT BAR UNIT 05	257.00
					148-2200-421.90-52	SECURE IDLE INSTALL # 5	65.00
					148-2200-421.90-52	RELOCATE RADIO UNIT 70	203.32
					001-4010-461.36-08	POOL CHEMICALS	171.90
					001-2800-441.23-02	PRINTED ENVELOPES	86.20
					001-2800-441.23-02	BCARDS S PIERCE & COM DEV	105.65
					001-4050-461.36-65	BLACK HISTORY PROGRAMS	1,500.00
					675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM-REBATE	250.00
					001-1200-412.23-06	ROOM RENTAL CANCEL FEE STRATEGIC PLANNING SESS	810.00
					660-6300-471.45-08	BACKFLOWS TEST/CERTIFY	
168297	3/17/2019	CORE AND MAIN, LP	K152429	029225			
168298	3/17/2019	CORELOGIC INFORMATION SOLUTIONS INC	81943940	029225			
168299	3/17/2019	COSTAR REALTY INFORMATION, INC	108736794-1	029225			
168300	3/17/2019	CUSTOM TROPHIES & U-NEEK AWARDS	000009	029047			
168301	3/17/2019	DANGELO CO	51357167.001	029047			
			51358932.001				
			51359130.001				
			51359496.001				
			000098669				
168302	3/17/2019	DUARTE, ANGEL	41755 23088/19				
168303	3/17/2019	EDWARDS, WILLIAM	2091884027FEB19				
168304	3/17/2019	FRONTIER COMMUNICATIONS	9518497296FEB19				
168305	3/17/2019	FRYBARGER, JOSEPHINE	98261-50324/19				
168306	3/17/2019	G & G ENVIRONMENTAL COMPLIANCE, INC	BANNING-0219	029182			
168307	3/17/2019	GAS COMPANY, THE	15684815176FEB19				
168308	3/17/2019	HAMNER, MATTHEW	HSE HNTG 3/19				
			MOVING 3/19				
168309	3/17/2019	HOME DEPOT #8987	0102175	029093			
168310	3/17/2019	I.B.E.W. LOCAL 47	5010190	029093			
168311	3/17/2019	I.B.E.W. LOCAL 47 (PAC)	FEBRUARY 2019				
168312	3/17/2019	INLAND WATER WORKS SUPPLY CO.	FEBRUARY 2019				
168313	3/17/2019	INNOVATIVE EMERGENCY EQUIPMENT	51019624.003				
			26471	029336			
			26472	029336			
			26477	029336			
			26480	029336			
			26481	029246			
			26487	029336			
168314	3/17/2019	LESUE'S POOL SUPPLIES INC.	00702-01-013577	029186			
168315	3/17/2019	LITHOPASS PRINTING, FORMS,	1926	029378			
			2068	029378			
			2735	029320			
168316	3/17/2019	MCGOVERN, JOHN	17247-12648/19				
168317	3/17/2019	MORONGO GOLF CLUB AT TUKWET CANYON	2889				
168318	3/17/2019	MST BACKFLOW	MAR 2019	029215			

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168319	3/1/2019	NAPA AUTO PARTS	079585	029135	702-3800-480.38-52	#615 BULB	10.75
			079903	029135	702-3800-480.38-52	REFRIGERANT	193.93
168320	3/7/2019	OFFICE DEPOT	274435747001	029065	670-7000-473.36-00	COPY PAPER	310.22
			279973960001	029064	001-1900-412.36-00	PAYROLL PRINTER TONER	119.26
168321	3/7/2019	OLIN CORPORATION DBA	2637818	028886	660-6300-471.36-08	SODIUM HYPOCHLORITE 12.5%	3,118.25
168322	3/7/2019	P&P UNIFORMS	417226/4	029360	001-2200-421.36-04	WMS PANTS FOR SOL AVILA	80.80
			417562/4	029360	001-2200-421.36-04	VELCRO BELT FOR SOL AVILA	19.38
			418537/4	029360	001-2210-421.36-04	DISPATCH SORIANO UNIFORM	199.31
168323	3/7/2019	PARTS AUTHORITY METRO, LLC	062-124045	029322	702-3800-480.38-52	FLASHER	22.96
			062-126537	029322	702-3800-480.38-52	#49 DOOR LATCH	91.99
			062-130005	029322	702-3800-480.38-52	#835 OIL & AIR FILTER	58.72
			062-130823	029322	702-3800-480.38-52	#602 DRIVE AXLE & OIL SEA	57.36
			062-141292	029322	702-3800-480.36-00	SHUR GRIP	70.55
			062-152161	029322	702-3800-480.38-52	#310 POWER WINDOW	49.13
			062-167480	029322	702-3800-480.36-00	#202 BULK SOLDERIES	24.93
			062-172335	029322	702-3800-480.38-52	#310 WINDOW REGULATT	58.45
			062-188347	029322	702-3800-480.38-52	#10 BRAKE & ROTOR ASY	190.97
			062-189126	029322	702-3800-480.36-00	WD-40	89.22
			062-190140	029322	702-3800-480.38-52	MI SP479	31.68
			062-190149	029322	702-3800-480.38-52	#605 BOOT	33.88
			062-192488	029322	702-3800-480.36-00	SNAP-IN VALVE	38.25
			091-024309	029322	702-3800-480.38-52	CREDIT- 12V BATTERY	(309.58)
			091-024648	029322	702-3800-480.38-52	CREDIT - FLASHER	(22.96)
			091-025011	029322	702-3800-480.38-52	CREDIT- #241 CALIPER/PADS	(337.95)
			091-025013	029322	702-3800-480.38-52	CREDIT - #241 CALIPER	(266.88)
			091-025047	029322	702-3800-480.38-52	CREDIT - CALIPERS	(116.37)
			091-025052	029322	702-3800-480.38-52	CREDIT - WEAR PAD	(48.72)
			091-025100	029322	702-3800-480.38-52	CREDIT - HEATER CORE	(39.85)
			091-025168	029322	702-3800-480.38-52	CREDIT- 12V AGM SEALED	(23.71)
			091-025178	029322	702-3800-480.38-52	CREDIT - OIL SEAL/WINDOW	(118.67)
			091-138697	029322	702-3800-480.38-52	#49 DOOR LATCH	5.22
			091-138817	029322	702-3800-480.36-00	CAR WASH	7.93
			091-138854	029322	702-3800-480.38-52	#835 WEAR PAD	37.17
			091-138942	029322	702-3800-480.38-52	#803 FLASHER	13.66
			091-139373	029322	702-3800-480.36-00	#604 TIRE CHAIN	8.12
			091-139840	029322	702-3800-480.36-00	PLUG-N-PATCH	21.54
			091-139940	029322	702-3800-480.38-52	#835 GLOBAL 50/50	18.94
			091-140213	029322	702-3800-480.38-52	#602 TRANSFER CASE	1,812.36
			091-140252	029322	702-3800-480.38-52	#230 FUEL LINE & BELT HOS	18.95
			091-140476	029322	702-3800-480.38-52	#230 FUEL LINE & BELT HOS	266.88
			091-140629	029322	702-3800-480.38-52	#902 HEATER CORE	39.85
			091-140731	029322	702-3800-480.38-52	#833 WEAR PAD	48.72
			091-140758	029322	702-3800-480.38-52	#833 WEAR PAD	43.51
			091-141352	029322	702-3800-480.38-52	#09 12V AGM SEALED	183.43
			091-141353	029322	702-3800-480.38-52	#608 12 VOLT PASS	104.13
			091-141366	029322	702-3800-480.36-00	PB BLASTER	3.76
			091-141436	029322	702-3800-480.38-52	#14 AIR & OIL FILTER	17.43
			091-141480	029322	702-3800-480.38-52	#605 AIR & OIL FILTER	51.85
			091-141504	029322	702-3800-480.38-52	#605 WEAR PAD	80.36
			091-141517	029322	702-3800-480.38-52	#021 AIR & OIL FILTER	15.11
			091-141592	029322	702-3800-480.38-52	#23 12V AGM SEALED	183.43
168324	3/7/2019	PRE-PAID LEGAL SERVICES, INC	FEBRUARY 2019		001-0000-204.80-07	PREPAID LEGAL PREMS	234.11
168325	3/7/2019	PRO-CRAFT PLUMBING COMPANY, INC	18046 4	029134	001-3200-412.30-02	SYLVAN PARK- PRESSURE REG	382.60
168326	3/7/2019	PRUDENTIAL OVERALL SUPPLY	22755291	029184	660-6300-471.25-02	UNIFORMS - WATER	57.11
			22755292	029184	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22755293	029184	610-5800-434.23-16	TRANSIT UNIFORM SERVICE	20.75
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	51.76
					610-5850-434.25 02	TRANSIT UNIFORM SERVICE	3.89
				029184	001-3600-461.25-02	PARKS UNIFORM SERVICE	12.30

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168326	3/11/2019	PRUDENTIAL OVERALL SUPPLY	22758859	029184	660 6300-471.25-02	UNIFORMS - WATER	57.10
			22758860	029184	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22758861	029184	610-5800-434.23-16	TRANSIT UNIFORM SVC	20.75
					610-5800-434.25-02	TRANSIT UNIFORM SVC	51.76
					610-5850-434.25-02	TRANSIT UNIFORM SVC	3.89
					100-4900-431.25-02	STREET UNIFORMS	17.55
					001-3600-461.25-02	PARKS UNIFORM SERVICE	12.30
					001-3200-412.25-02	BUILDING MAIN. UNIFORMS	5.68
					670-7000-473.25-02	ELEC UNIFORM SERVICE	140.16
168327	3/11/2019	RELIABLE WORKPLACE SOLUTIONS	AR76772	028519	001-2200-421.30-06	DB PRINTER	52.99
168328	3/11/2019	RIV. CO. CLERK RECORDER	APN 541 760 010		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV 247 E BARBOUR ST	24.00
168329	3/11/2019	RIV. CO. CLERK RECORDER	19-11855		810-9700-490.41-65	OFFICIAL RECORDS COPIES DOCS TO SUPP HOUSING APPS	150.50
168330	3/11/2019	RIV. CO. CLERK RECORDER	19-25051		810-9700-490.41-65	OFFICIAL RECORDS COPIES DOCS TO SUPP HOUSING APPS	113.50
168331	3/11/2019	RIVERA, EDWARD & KIMBERLY	000013623		001-0000-218.22-22	UB CR REFUND-FINALS 000014256	22.25
168332	3/11/2019	RIVERSIDE, COUNTY OF	JANUARY 2019		001-2200-321.18-06	JAN 2019 PARKING CITATION ASSESSMENTS	1,734.00
168333	3/11/2019	SAN BERNARDINO PUBLIC EMPLOYEES	FEBRUARY 2019		001-0000-204.51-00	SBPEA DUES FEBRUARY 2019	1,126.42
168334	3/11/2019	SCI, INC DBA	166487		660 6300-471.33-11	SAFETY MTG - 2/14/19	250.00
168335	3/11/2019	SHRED-IT USA, LLC	8126407535	029276	001-2200-421.23-07	PD SHRED	94.62
			8126623255	029197	001-4500-412.33-11	CITY HALL SHREDDING 1/25 & 2/08/19	98.00
			029144	029045	001-1000-411.36-07	WATER/SODA/TEA	40.69
168336	3/11/2019	SMART & FINAL	REIMB 2/15/19		670-7000-473.30-02	PAINT AND SUPPLIES	84.73
168337	3/11/2019	SMITH, JASON	3402928379	029099	001-4500-412.36-00	CREDIT- COFFEE	(127.32)
168338	3/11/2019	STAPLES BUSINESS ADVANTAGE	3405041303	029099	001-1400-412.36-00	DESKTOP SPEAKERS	37.16
			3405041304	029099	001-1200-412.36-00	PASTEL YELLOW PAPER	11.74
			3405118413	029099	001-1300-412.36-00	OFFICE BINDERS	74.67
			3405231123	029099	001-1300-412.36-00	OFFICE SUPPLIES HR	36.19
			3405531763	029099	001-1000-411.36-00	FRAME	17.32
			3405531764	029099	001-4500-412.36-00	COFFEE	217.08
168339	3/11/2019	TAYLOR, KEVIN	12360968-REFUND		001-4000-351.35-71	DOG OBEDIENCE CLS CANCEL	50.00
168340	3/11/2019	TIME WARNER CABLE	COMWIM CTR 3/19		001-2060-446.26-09	789 N SAN GORGONIO AVE CABLE SVC 3/1/19-3/31/19	15.90
			FIRE ADM 3/19		001-2400-422.26-09	BANNING FD-3900 W WILSON CABLE SVC 3/1/19-3/31/19	2.44
			FS89 3/2019		001-2400-422.26-09	FS # 89-172 N MURRAY ST CABLE SVC 3/1/19-3/31/19	37.45
			SRC1R 3/19		001-2060-446.26-09	769 N SAN GORGONIO AVE CABLE SVC 3/1/19-3/31/19	15.90
168341	3/11/2019	TITAN EMPIRE, INC	18242		001-2200-421.33-11	POLICE DEPARTMENT AUDIT	24,990.00
168342	3/11/2019	TREMBLY, CHRIS	TUIT REIMB 2/19		001-1300-412.25-09	COLLECTION SYS MAINT G1 PER UTILITY UNIT MOU	170.00
168343	3/11/2019	TUINIER, DONALD	48057-23114/19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM-REBATE	1,500.00
168344	3/11/2019	V & V MANUFACTURING, INC.	47830		001-2200-421.36-04	REFURB DETECTIVE BADGE #302	115.24
168345	3/11/2019	WELLS FARGO CARD SERVICES INC	DS 6378 FEB19		001-0000-201.10-00	SALES TAX - AMAZON PRESIDENT'S DAY 2/18/19	(0.98)
					001-1000-411.23-05	MARRIOTT - LOCC ACADEMY HAPPE, IRVINE 1/29-1-31	639.39
						MARRIOTT - LOCC ACADEMY WALLACE, IRVINE 1/30-1/31	202.45
						RIV CNTY STATE OF ED ANDRADE 3/05/19	730.30
						RIV CNTY STATE OF ED WALLACE, COLLEEN 3/05/19	42.00
						SUPER SUBS+ CITY COUNCIL MTG 2/12/19	35.55
						THE HAVEN - 1/22/2019 CITY COUNCIL MEETING	76.19
						CONSTANT CONTACT - TOOLKIT INVOICE # 216825534 WKLY	20.00
						AMAZON - FLAGS FOR PARADE PRESIDENT'S DAY 2/18/19	13.57
						DOLLAR TREE SERVING PLATTERS	6.47
						STARBUCKS COFFEE TRAVELERS	33.90
						FRED PRYOR - LOPEZ, L FRONT DESK SAFETY	99.00
						FRED PRYOR - CASTANEDA, S FRONT DESK SAFETY-2/01/19	99.00
						DOTGOV DOMAINS DOMAIN NAME	400.00
						FRED PRYOR - BOEHM, G FRONT DESK SAFETY-2/01/19	99.00
						PALMS CASINO RESERV- CHIA DET JIMENEZ, ORG DTE 1/24	436.50
						PALMS CASINO RESERV- CHIA DET THESIER, ORG DTE 1/24	436.50
						PALMS PLACE RESERV - CHIA SGT BENNETT, ORG DTE 1/24	436.50
168346	3/11/2019	WELLS FARGO CARD SERVICES INC	TJ 2930 FEB19	029039	702-3800-480.30-05	#340 ENGINE REPAIRS	5,056.65
					810-9700-490.41-65	B&S PERMIT 18-139 H4H 1323 E CHRISTIE ST	7,500.32
168347	3/11/2019	WESTRUX INTERNATIONAL INC	04522-4			B&S PERMIT 18-146 H4H 1323 E CHRISTIE ST	1,103.10
168348	3/8/2019	CITY OF BANNING	RESO 2018-03HA				

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168348	3/8/2019	CITY OF BANNING	RESO 2018-03HA		810-9700-490.41-65	FIRE DEPT PERMIT 18-672 H4H 1323 E CHRISTIE ST	268.00
168349	3/14/2019	AL'S KUBOTA TRACTOR	139081	029082	100-4900-431.30-06	COVER	27.92
			139084	029082	100-4900-431.30-06	30 GALLON TRASH CAN	50.01
			140113	029082	100-4900-431.30-06	LAWN MOWER REPAIRS	216.68
			140117	029082	100-4900-431.30-06	YALE BLAZE CLIMBLING	195.70
			141080	029082	100-4900-431.30-06	SHROUD	41.84
168350	3/14/2019	ALBERT A. WEBB ASSOCIATES	190662		002-0000-222.30-27	PEER REVIEW 2/23/19	812.50
					002-2800-351.36-01	PEER REVIEW	(812.50)
					002-2800-441.33-05	PEER REVIEW	812.50
168351	3/14/2019	AMAZON CAPITAL SERVICES	17C7-44X7-QVHR	029335	001-0000-201.10-00	SALES TAX	(4.28)
			1KWD-G1PQ-1G36	029100	670-7000-473.36-00	REFRIGERATOR FILTERS	59.40
				029100	001-0000-201.10-00	SALES TAX	(1.86)
					660-6300-471.36-00	SORTER/FOLDERS/CARD RACK	40.26
					670-7000-473.36-00	SORTER/FOLDERS/CARD RACK	47.13
168352	3/14/2019	AMERICAN WATER WORKS ASSN	7001653699		660-6300-471.30-17	STDS CD MULTI USER LIC MAY 1 2019-APRIL 30 2020	1,502.00
168353	3/14/2019	ANDRADE, DANIELA	MILEAGE 3/11/19		001-1000-411.23-05	LOCC DESERT HOT SPRINGS	32.94
168354	3/14/2019	ARAGON GEOTECHNICAL, INC	7162		002-0000-222.30-27	2018 MINING INSPECTION DEC 11,2018 - JAN 8,2019	6,115.00
					002-2800-351.36-01	2018 MINING INSPECTION DEC 11,2018 - JAN 8,2019	(6,115.00)
					002-2800-441.33-11	2018 MINING INSPECTION DEC 11,2018 - JAN 8,2019	6,115.00
168355	3/14/2019	ARROW STAFFING SERVICE	106671	029414	001-1900-412.23-27	CARROLL, GARY W/E 2/23/19	977.60
168356	3/14/2019	AT&T MOBILITY	992351038FEB19		001-2200-421.26-05	ACCT#992351038 1/12/2019-2/11/2019	1,099.52
			992351038JAN19		001-2200-421.26-05	ACCT#992351038 12/12/18-1/11/19	1,099.52
			070732		001-1910-412.23-27	STEINER C W/E 3/3/19	1,115.71
168357	3/14/2019	ATWORK FRANCHISE, INC	468313	029051	101-4900-431.93-16	PROJECT 2017-16 MARKING P	41.96
168358	3/14/2019	BEAUMONT DO IT BEST HOME CENTER	468324	029051	001-3600-461.36-57	PARKS SUPPLIES	484.77
			468912	029051	001-3600-461.36-00	PARK SUPPLIES	18.93
			469111	029051	001-3600-461.36-00	PARK SUPPLIES	22.68
168359	3/14/2019	BENHAR, DIANA T	FEBRUARY 2019		001-4000-461.23-15	ZUMBA CLASS INSTRUCTION FEBRUARY 2019	319.20
168360	3/14/2019	CALHOUN, RAYMOND	SEP 18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	148.43
168361	3/14/2019	CALIFORNIA LAW ENFORCEMENT ASSOC	LAW, A 3/12/19		001-2200-421.23-06	MICROSOFT EXCEL TRAINING CLEARS MTG 3/12/19	20.00
168362	3/14/2019	CALIFORNIA MUNICIPAL REVENUE &	914		001-1900-412.23-03	2019 CRM TA MBRSHIP S COOK / V MARTIN	100.00
168363	3/14/2019	CALIFORNIA SOC. OF MUNICIPAL	CSMFO-2019		001-1900-412.23-03	S COOK RENEWAL 2019 CSMFO MUN MBRSHIP	110.00
168364	3/14/2019	CALIFORNIA WATER ENVIRONMENT	ID 000337122 I		680-8000-454.23-03	J MOLEODOR COLL SYS MAT 2 RENEWAL 5/1/19-4/30/19	92.00
						J MOLEODOR-CWEA MBRSHIP RENEWAL 5/1/19-4/30/19	188.00
168365	3/14/2019	CASTANEDA, SANDRA	MILEAGE 2/26/19		001-2800-441.25-05	CEOA TRAINING RIVERSIDE CITY COLLEGE	30.16
168366	3/14/2019	CLINKSCALE, LAVONIA	SEP 18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	107.66
168367	3/14/2019	COLBERT, STEPHANIE M	12963981-REFUND		610-5800-351.35-80	BUS PASS REFUND	46.35
168368	3/14/2019	WALLACE, COLLEEN	MILEAGE 3/11/19		001-1000-411.23-05	LOCC DESERT HOT SPRINGS	32.94
			MILEAGE 3/5/19		001-1000-411.23-05	STATE OF EDUCATION RIVERSIDE	36.42
168369	3/14/2019	COST RECOVERY SYSTEMS, INC	2019-1		001-1900-412.23-03	FY 2017-2018 CLAIMS STATE MANDATED CLAIMS	4,250.00
168370	3/14/2019	COSTAR REALTY INFORMATION, INC	108957027-1		001-1210-412.33-11	COMM PROP LISTING SITE 3/1/2019-3/31/2019	87.95
168371	3/14/2019	COUNSELING TEAM INTERNATIONAL, THE	71664		001-1300-412.33-32	PD APPLICANT PSYCH ASSESS	275.00
			71694		001-1300-412.33-32	PD APPLICANT PSYCH ASSESS	275.00
168372	3/14/2019	COUTS HEATING & COOLING, INC	SRVCE09994	029105	001-3200-412.30-21	A/C REPAIR AT CITY YARD	345.00
168373	3/14/2019	CRABTREE, JEFFREY	AUG18 - JAN19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 2018-JAN 2019	143.67
168374	3/14/2019	DANIELS TIRE SERVICE	230116350		001-0000-201.10-00	SALES TAX	(38.67)
						TIRES	2,260.14
168375	3/14/2019	DOBBS, DEANN LOUISE	FEBRUARY 2019		001-4000-461.23-15	SPECIAL NEEDS CLASS INSTR FEBRUARY 2019	14.00
168376	3/14/2019	ELLINGTON, ADELINE	13001460-REFUND		001-4000-351.35-95	ACRYLIC CLASS REFUND CLASS CANCELLED	65.00
168377	3/14/2019	FACTORY MOTOR PARTS	106-280514	029155	702-3800-480.38-52	#251 DRUM & AXLE SHIFT	254.77
			129-085134	029155	702-3800-480.38-52	#201 AXLE SHIFT	126.00
			6-475-77295	029080	702-7000-473.23-04	PKG TO ALTERNATE TECH	12.88
168378	3/14/2019	FEDEX	05P23816	029053	702-3800-480.38-52	#203 PLUG 4GA	27.76
168379	3/14/2019	FLEET SERVICES INC	05P24391		702-3800-480.38-52	#902 BAJA HIPRO	515.70
			05P24423		702-3800-480.38-52	#902 RADIATOR CAP	333.11
			2090560495MAR19		001-4500-412.26-05	209-056-0495 FEB 28 2019-MAR 27 2019	920.65
168380	3/14/2019	FRONTIER COMMUNICATIONS	2131817186FEB19		703-3700-480.30-17	213-181-7186 FEB 19 2019-MAR 18 2019	461.95
			9518491575FEB19		001-2200-421.26-05	951-849-1575 FEB 13 2019-MAR 12 2019	119.88
			9518493260MAR19		001-4500-412.26-05	951-849-3260 FEB 28 2019-MAR 27 2019	256.46

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168380	3/14/2019	FRONTIER COMMUNICATIONS	9518498256FEB19		001-2200-421.26-05	951-849-8256 FEB 16 2019-MAR 15 2019	1,026.22
168381	3/14/2019	FRONTIER COMMUNICATIONS	2091885918MAR19		001-2200-421.26-05	209-188-5918 FEB 28 2019-MAR 27 2019	45.82
					001-2400-422.26-05	209-188-5918 FEB 28 2019-MAR 27 2019	27.75
					001-4500-412.26-05	209-188-5918 FEB 28 2019-MAR 27 2019	1,064.18
					660-6300-471.26-05	209-188-5918 FEB 28 2019-MAR 27 2019	516.43
					670-7000-473.26-05	209-188-5918 FEB 28 2019-MAR 27 2019	233.88
					702-3800-480.26-05	209-188-5918 FEB 28 2019-MAR 27 2019	61.50
168382	3/14/2019	FUELING & SERVICE TECHNOLOGIES, INC	181665	029235	702-3800-480.30-06	CNG COMPRESSOR A REPAIRS	10,588.55
168383	3/14/2019	GARCIA, JAMES	SEP18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	90.76
168384	3/14/2019	GAS COMPANY, THE	0770263751FEB19		001-2200-421.26-06	125 E RAMSEY ST JAN 17 2019 - FEB 15 2019	1,279.43
			19499362408FEB19		001-3600-461.26-06	176 E LINCOLN ST JAN 24 2019 - FEB 25 2019	131.26
					100-4900-431.26-06	176 E LINCOLN ST JAN 24 2019 - FEB 25 2019	131.25
					660-6300-471.26-06	176 E LINCOLN ST JAN 24 2019 - FEB 25 2019	262.51
					670-7000-473.26-06	176 E LINCOLN ST JAN 24 2019 - FEB 25 2019	262.51
					702-3800-480.26-06	176 E LINCOLN ST JAN 24 2019 - FEB 25 2019	262.51
168385	3/14/2019	GERBERDING, DAVID	SEP18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	123.80
168386	3/14/2019	GONZALEZ, ARMIDA	SEP18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	111.02
168387	3/14/2019	GOVERNMENT FINANCE OFFICERS ASSN	0171844-2019		001-1900-412.23-03	S COOK/R CLAYTON RENEWAL 3/1/2019-2/29/2020	375.00
168388	3/14/2019	GRAINGER	9095175304	029057	670-7000-473.45-16	SQUARE & ROUND PT SHOVELS	80.17
					680-8000-454.45-16	SQUARE & ROUND PT SHOVELS	80.17
					001-0000-204.16-00	PERS 457 REFUND LOAN # 001 1/29/19	56.64
168389	3/14/2019	GRAY, DUSTIN	005433017-3		001-4000-461.23-15	KARATE CLASS INSTRUCTION FEBRUARY 2019	126.00
168390	3/14/2019	HERNANDEZ, CARLA	FEBRUARY 2019		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2017-JUN 2017	150.22
168391	3/14/2019	HOPKINS, VICKI	JAN17 - JUN17		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2017-DEC 2017	186.02
					001-0000-204.80-10	PAYROLL SUMMARY	2,128.58
168392	3/14/2019	IBEW LOCAL 47 RETIREE MEDICAL TRUST	JUL17 - DEC17		001-0000-204.16-00	PAYROLL SUMMARY	995.69
168393	3/14/2019	ICMA RETIREMENT TRUST 457	20190315		670-7000-473.23-02	ELECTRIC RATE RESTRUCTURE FLYER	1,009.76
168394	3/14/2019	INFOSEND, INC	149699	029372	001-2200-421.23-06	R JAUREGUI PER DIEM ARIDE ONTARIO PD 2/25-2/26/19	24.00
168395	3/14/2019	JAUREGUI, ROBERTO	MEALS 2/25-2/26		001-0001-302.11-03	QUARTERLY SALES TX REBATE 2018 - QTR 3	79,581.03
168396	3/14/2019	KHAN PROPERTIES AND HOLDINGS, LLC	JUL-SEP 2018		001-0001-302.11-03	QUARTERLY SALES TX REBATE 2018 - QTR 2	60,225.18
168397	3/14/2019	KHAN PROPERTIES AND HOLDINGS, LLC	APR-JUN 2018		660-6300-471.95-08	PETLON WHEEL&WELL REPAIRS	30,692.30
168398	3/14/2019	LAYNE CHRISTENSEN COMPANY	92095898	029324	660-6300-471.23-02	BUSINESS CARDS- PERRY G	43.10
168399	3/14/2019	LITHOPASS PRINTING, FORMS,	2424	029403	702-3800-480.30-05	DECALS- CITY LOGO FOR TRU	323.25
			2471	029403	600-5100-435.36-00	BETANCUR BUSINESS CARDS	43.10
			2719	029402	001-1400-412.23-02	LOPEZ BUSINESS CARDS	43.10
			2720	029402	001-1400-412.23-02	#336 HOSE-ELBOW	26.10
			2721	029073	702-3800-480.38-52	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	87.39
168400	3/14/2019	LOS ANGELES TRUCK CENTERS DBA	XAZ40249581-02		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 2018-JAN 2019	180.12
168401	3/14/2019	MACDONALD, DOUGLAS	SEP18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	110.95
168402	3/14/2019	MARTIN, MADALIN	AUG18 - JAN19		680-8000-454.90-78	TOT TIME CLASS INSTRUCT FEBRUARY 2019	49,745.00
168403	3/14/2019	MEZA, ROSALVA	SEP18 - FEB19	029266	001-4000-461.23-15	PAYROLL SUMMARY	5,536.15
168404	3/14/2019	MONTROSE ENVIROMENTAL GROUP, INC	INV1151504		001-0000-204.16-00	COPY PAPER-CITY HALL	952.89
168405	3/14/2019	MORGAN, DEIDRA J	FEBRUARY 2019		001-4500-412.36-00	ENERGY ASSISTANCE PROGRAM REBATE DEC 2017-MAY 2018	144.32
168406	3/14/2019	NATIONWIDE RETIREMENT SOLUTIONS	279891619001	029065	675-7020-473.42-36	MEDICAL LIFELINE REBATE DEC 2017-MAY 2018	30.46
168407	3/14/2019	OFFICE DEPOT	DEC17 - MAY18		675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE DEC 2017-MAY 2018	1.29
168408	3/14/2019	OGAZ, LUCY	DEC17 - MAY18		101-0000-232.00-00	PROJECT 2017-16 RETAINAGE	(12,956.90)
			19/045	029344	101-4900-431.93-16	PROJECT 2017-16	259,138.00
168409	3/14/2019	ONYX PAVING COMPANY INC			001-0000-204.25-00	PAYROLL SUMMARY	667.50
168410	3/14/2019	PARS	20190315		610-5800-434.23-16	TRANSIT UNIFORM SERVICE	20.00
168411	3/14/2019	PRUDENTIAL OVERALL SUPPLY	22762477	029184	610-5800-434.25-02	TRANSIT UNIFORM SERVICE	51.70
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	3.89
					702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.30
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
					001-3600-461.25-02	PARKS UNIFORM SERVICE	12.30
					001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
					700-5300-480.33-04	JANUARY 2019 LEGAL SRVS	5,783.92
168412	3/14/2019	RICHARDS WATSON GERSHON	220742		700-5300-480.33-04	JANUARY 2019 LEGAL SRVS	648.00
			220743				

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168412	3/14/2019	RICHARDS WATSON GERSON	220744		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	723.00
			220745		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	3,663.68
			220746		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	2,507.37
			220747		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	7,039.05
			220748		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	8,558.92
			220749		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	2,594.67
			220750		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	36.00
			220751		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	1,877.50
			220752		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	495.00
			220753		002-0000-222.30-27	JANUARY 2019 LEGAL SRVCS	55.00
					002-2800-361.41-02	JANUARY 2019 LEGAL SRVCS	(55.00)
					002-2800-441.33-04	JANUARY 2019 LEGAL SRVCS	55.00
					700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	7,232.50
			220754		002-0000-222.30-27	JANUARY 2019 LEGAL SRVCS	55.00
					002-2800-361.41-02	JANUARY 2019 LEGAL SRVCS	(55.00)
					002-2800-441.33-04	JANUARY 2019 LEGAL SRVCS	55.00
			220755		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	1,740.00
			220756		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	4,770.22
			220757		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	2,974.53
			220758		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	3,440.20
			220759		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	756.00
			220760		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	9,034.74
			220761		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	12,923.30
			220762		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	2,829.76
			220763		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	619.50
			220764		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	6,545.34
			220765		700-5300-480.33-04	JANUARY 2019 LEGAL SRVCS	2,832.00
168413	3/14/2019	RIV. CO. CLERK RECORDER	APN 534-222-016		001-2740-442.23-07	RELEASE PEND/ LIEN BY GOVT 1281 N BLANCHARD	8.00
168414	3/14/2019	RIV. CO. CLERK RECORDER	APN 535-143-009		001-2740-442.23-07	RELEASE PEND/ LIEN BY GOVT 902 W GILMAN	16.00
168415	3/14/2019	RIV. CO. CLERK RECORDER	APN 540-161-007		001-2740-442.23-07	RELEASE PEND/ LIEN BY GOVT 162 N 4TH ST	8.00
168416	3/14/2019	RIV. CO. FIRE DEPARTMENT	233231		001-0000-219.00-00	QTR2-FIRE PROTECTION SERV OCT 1 2018 - DEC 31 2018	845,148.83
168417	3/14/2019	RUEHLE, TARA SHAWN M	FEBRUARY 2019		001-4000-461.23-15	BALLET CLASS INSTRUCTION FEBRUARY 2019	213.50
						YOGA CLASS INSTRUCTION FEBRUARY 2019	24.50
168418	3/14/2019	SENTRY ESCROW SERVICE INC	005834-JR		840-9500-490.93-30	ESCROW-APN 532-120-001 RAMIREZ FAMILY TRUST	12,540.00
168419	3/14/2019	SENTRY ESCROW SERVICE INC	ESCROW DEP 3/12		840-9500-490.93-30	APN 543-090-008 TO OPEN ESCROW	0.00
168420	3/14/2019	SILVER & WRIGHT, LLP	25489		700-5300-480.33-04	LEGAL SRVCS FEB 2019	1,877.35
168421	3/14/2019	SIMPLER LIFE EMERGENCY	37982	029413	001-5400-446.41-60	EMERGENCY BACKPACKS	597.11
168422	3/14/2019	SITEONE LANDSCAPE SUPPLY	89329526-001	029049	001-3200-412.36-00	IRRIGATION SUPPLY	166.73
168423	3/14/2019	SMITH, JOHN	SEP18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	162.22
168424	3/14/2019	SMITH, LOIS E	FEBRUARY 2019		001-4000-461.23-15	GUITAR CLASS INSTRUCTION FEBRUARY 2019	56.00
168425	3/14/2019	SO CAL WEST COAST ELECTRIC, INC	22886	029396	001-3200-412.30-01	FIRE DEP. GENERATOR REPAI	439.40
168426	3/14/2019	SOUTHERN CALIFORNIA EDISON	2011958816FEB19		670-7000-473.26-04	HIGHLAND HOME RD/S/O FEB 1 2019-MAR 1 2019	58.96
168427	3/14/2019	SOUTHERN CALIFORNIA EDISON COMPANY	7500997954		840-9500-490.93-15	PROJ#025 RELOC TRNS POLES TO ACCOM NEW COURTHOUSE	96,705.61
168428	3/14/2019	STAPLES BUSINESS ADVANTAGE	3404650645		001-3000-442.36-00	ENGINEERING OFFICE SUPPLY	131.57
			3405783567		001-1000-411.36-00	LETTER SIZE PADS	9.83
			3405783568		001-1400-412.36-00	INDEX TABS	171.27
			3405783569		001-1200-412.36-00	"COPY" STAMP	7.68
			3406230372		001-4000-461.36-00	OFFICE SUPPLIES	302.68
			3406555075		001-4000-461.36-00	OFFICE SUPPLIES	43.40
168429	3/14/2019	STUART, DAMON	005433017-2		001-0000-204.16-00	PERS 457 REFUND LOAN # 001 2/06/19	80.00
168430	3/14/2019	STUART, HOLLY	005433017-1		001-0000-204.16-00	PERS 457 REFUND LOAN # 002 1/31/19	165.00
168431	3/14/2019	SUEZ BANNING	201936160		680-8000-454.23-38	MONTHLY O&M FEE	62,182.00
168432	3/14/2019	SUN LIFE FINANCIAL	MARCH 2019	029272	001-0000-204.14-00	LTD-STD INSURANCE MARCH 2019	6,427.47
					001-0000-204.30-00	LIFE INSURANCE MARCH 2019	4,053.90
					001-0000-204.32-00	DENTAL INSURANCE MARCH 2019	8,812.80
					001-2200-421.26-05	PD PHONE SERVICE FEB 16 2019 - MAR 15 2019	663.55
168433	3/14/2019	TELEPACIFIC COMMUNICATIONS	113371110-0		001-4500-412.26-05	CENTRAL SRVCS PHONE SVC FEB 16 2019 - MAR 15 2019	2,289.73
168434	3/14/2019	TIME WARNER CABLE	CITYHALL 3/2019		001-2060-446.26-09	99 F RAMSEY ST FEB 25 2019 - MAR 24 2019	91.85
			CORPYARD 3/19		670-7000-473.26-07	ETHERNET 2/25/2019-3/24/2019	823.84

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168435	3/14/2019	TREMBLY, CHRIS	REIMB 11/17		660-6300-471.23-03	CWEA ASSOC MBRSHIP DUES	188.00
168436	3/14/2019	VERIZON WIRELESS	9824886331		670-7000-473.26-05	ACCT # 972157141-00001 JAN 24 2019-FEB 23 2019	14.04
			98249594864		670-7000-473.26-05	ACCT # 271004536-00001 JAN 27 2019-FEB 26 2019	17.15
			9825003260		670-7000-473.26-05	ACCT # 371004536-00001 JAN 27 2019-FEB 26 2019	14.73
			9825037171		670-7000-473.26-05	ACCT # 771004535-00001 JAN 27 2019-FEB 26 2019	442.86
			9825045522		670-7000-473.26-05	ACCT # 871004535-00001 JAN 27 2019-FEB 26 2019	10.25
168437	3/14/2019	VISTA PAINT	2019-711043 00	029043	001-3600-461.38-54	PAINT LIONS PARK	380.06
168438	3/14/2019	WATERLINE ENVIROTECH LTD	20707	029406	660-6300-471.45-06	MODEL 800 ENGINEERING TAP	1,216.56
168439	3/14/2019	XENIA PACIFIC, INC	4740	029410	200-9100-446.41-26	BANNERS	1,791.34
168440	3/14/2019	YEDWALSKY, HARVEY	SEP18 - FEB19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018-FEB 2019	162.22
168441	3/21/2019	A-Z BUS SALES, INC. (COLTON)	01P673984	029223	702-3800-480.38-52	FIRE EXTINGUISHERS	1,098.30
168442	3/21/2019	ACTION DOOR CONTROLS INC	13984	028560	001-3200-412.30-02	CITY HALL DOOR REPAIR	195.00
168443	3/21/2019	ADVANCE WORKPLACE STRATEGIES INC	394568	029108	001-1300-412.33-32	DRUG TESTING	66.00
			397122	029108	001-1300-412.33-32	DRUG TESTING	57.00
168444	3/21/2019	ALBERT A. WEBB ASSOCIATES	190808	029025	100-4900-431.93-21	PROJECT #ST18G1	3,521.93
168445	3/21/2019	ALTERNATIVE TECHNOLOGIES, INC	45753	029356	670-7000-473.45-03	35 SAMPLES TESTED OIL	350.00
168446	3/21/2019	AMAZON CAPITAL SERVICES	14PW-DNVVW-17XX	029100	001-3000-442.36-00	BLUE PENS	47.51
			16CC-5NPW-XVHD		001-0000-201.10-00	SALES TAX	(10.46)
				029100	001-1200-412.89-46	K CUP CLEANER/COFFEE CART	123.90
					001-4500-412.36-00	K CUP CLEANER/COFFEE CART	30.06
					001-0000-201.10-00	SALES TAX	(1.59)
			17MX-Y4RR-R17K	029100	670-7000-473.36-00	REMOTE GATE OPENER	22.00
			1DPJ-RDYN-17DQ1		001-0000-201.10-00	SALES TAX TO CORRECT ORG INVOICE	(12.71)
					001-1000-411.89-48	CORRECTION TO INVOICE SALES TAXES PO# 29400	12.71
			1YN7-6RP6-NT6R		001-0000-201.10-00	SALES TAX	(1.70)
168447	3/21/2019	AMERICAN RAMP COMPANY	25263	029100	670-7000-473.36-00	CHLORIDE BATTERY 2-PACK	23.54
168448	3/21/2019	ANGI ENERGY SYSTEMS, LLC	INV-015494	029397	001-3600-461.30-06	REPLIER SKATE PARK	7,261.32
			INV-015780	029221	702-3800-480.30-06	CNG COMPRESSOR PARTS	2,515.67
168449	3/21/2019	ANIXTER, INC	4156145-00	029353	702-3800-480.30-06	CNG COMPRESSOR PARTS	1,463.46
168450	3/21/2019	ARROW STAFFING SERVICE	106393		660-6300-471.30-15	1" SCH40 CONDUIT 10'	150.85
			106738		001-2200-421.23-27	TREJO, DANIELA W/E 1/26 POLICE DEPT	428.40
			106825		001-1900-412.23-27	CARROLL, GARY W/E 3/02 FINANCE DEPT	1,222.00
			0166491-IN	029190	001-1900-412.23-27	CARROLL, GARY W/E 3/09 FINANCE	1,222.00
			0166492-IN	029118	111-4900-432.23-29	LMD LANDSCAPE MAINTENANCE	5,258.75
					001-2200-421.23-29	CITY PROPERTY LANDSCAPE	590.00
					001-3200-412.23-29	CITY PROPERTY LANDSCAPE	700.00
					001-4000-461.23-29	CITY PROPERTY LANDSCAPE	213.90
					001-4010-461.23-29	CITY PROPERTY LANDSCAPE	208.32
					001-4050-461.23-29	CITY PROPERTY LANDSCAPE	213.94
					100-4900-431.23-29	CITY PROPERTY LANDSCAPE	1,500.00
					610-5800-434.23-29	CITY PROPERTY LANDSCAPE	213.84
168452	3/21/2019	ASSOC OF RIVERSIDE COUNTY	001-2019		001-2200-421.23-03	ANNUAL ARCCOP MEMBERSHIP DUES 2019	150.00
168453	3/21/2019	AT&T CALNET 2	000012557468		001-2200-421.26-05	BAN # 9391060200 01/01/2019 - 01/31/2019	388.91
			000012695436		001-2200-421.26-05	BAN # 9391060200 02/01/2019 - 02/28/2019	388.91
168454	3/21/2019	AT&T CALNET 2	000012558316		001-2200-421.26-05	BAN # 9391063769 01/01/2019 - 01/31/2019	666.53
168455	3/21/2019	AT&T CALNET 2	000012558572		370-2200-421.26-05	BAN # 9391064350 01/01/2019 - 01/31/2019	212.32
168456	3/21/2019	ATWORK FRANCHISE, INC	071275		001-1910-412.23-27	STEINER, CHANDRA W/E 3/10 PURCHASING	781.00
168457	3/21/2019	BABCOCK LABORATORIES, INC	B892334-0030	029259	660-6300-471.23-32	GEN PHYS ANALYSIS&VARIUS	2,686.00
			B892547-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
			B892557-0030	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			B897620-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BC90352-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BC90356-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MO/MUG	150.00
			BC90362-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BC90549-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	75.00
			BC90602-0030	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			1411		001-1000-411.23-05	ANDRADE, DANIELA BREAKFAST 2/20/19	15.00
168458	3/21/2019	BANNING SAN GORGONIO PASS AREA			001-1200-412.23-05	WELCH, ART BREAKFAST 2/20/19	15.00
						D SCHUIZE, CITY MANAGER BREAKFAST 2/20/19	15.00

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168458	3/21/2019	BANNING SAN GORGONIO PASS AREA	1411		001-2200-421.23-05	AVILA, SOL - EXEC ASST BREAKFAST 2/20/19 CHIEF MATT HAMNER BREAKFAST 2/20/19 LT VINCE AVILA BREAKFAST 2/20/19	15.00 15.00 15.00
168459	3/21/2019	BATTERY SYSTEMS, INC	4808492	029144	702-3800-480.38-52	FLEET BATTERIES	265.31
168460	3/21/2019	BEAUMONT DO IT BEST HOME CENTER	469073 469248 469379	029051 029051 029051	001-3600-461.36-00 610-5800-434.36-00 001-3600-461.36-00	PARKS SUPPLIES SUPPLIES	66.59 122.60 55.00
168461	3/21/2019	BEAUMONT POWER EQUIPMENT	334 74	029369 029369	702-3800-480.38-52 702-3800-480.30-06	PARKS SUPPLIES #11 GASKET, CARBURETOR SPARK PLUG, STARTER ROPE,	55.00 12.46 98.86
168462	3/21/2019	BIO-TOX LABORATORIES	37291	029216	001-2200-421.33-31	BLOOD ALCOHOL ANALYSI	591.00
168463	3/21/2019	BLACK MARKET WINDOW TINT	FUSION 2/26/18	029362	148-2200-421.90-52	CHIEF'S VEHICLE TINT	180.00
168464	3/21/2019	BLOOMHUFF, NINA	SEP 18 - FEB 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEPT 2018-FEB 2019	161.86
168465	3/21/2019	BT SUPPLIES WEST	B22485 B23347	029126 029126	001-3200-412.36-03 001-3200-412.36-03	JANITORIAL SUPPLY	572.71 823.21
168466	3/21/2019	CALIFORNIA, STATE OF	361793		001-1300-412.33-11	HR FEB 2019 LIVE SCANS 4 APPS / 4 FBI	196.00
168467	3/21/2019	CANON FINANCIAL SERVICES, INC	19850552	028697	001-4000-461.32-06 001-4500-412.32-06	COPIER LEASE COPIER LEASE	83.60 478.96
					148-2215-421.32-06	COPIER LEASE	102.75
					610-5800-434.32-06	COPIER LEASE	83.61
					660-6300-471.32-06	COPIER LEASE	150.95
					670-7000-473.32-06	COPIER LEASE	179.98
					761-3100-480.32-06	COPIER LEASE	104.50
168468	3/21/2019	CDW GOVERNMENT, INC	RBN8802	029175	001-2200-421.36-00	IT DEPT SUPPLIES	1,835.41
168469	3/21/2019	CONSOLIDATED ELECTRICAL	RFL1342	029175	001-2200-421.36-00	IT DEPARTMENT SUPPLIES	861.75
168470	3/21/2019	CORELOGIC INFORMATION SOLUTIONS INC	0954-469340	029085	001-3200-412.30-02	LAMP T8	64.65
168471	3/21/2019	COUNSELING TEAM INTERNATIONAL, THE	81948859	029225	001-3000-442.30-17	ENGINEERING METROSCAN	66.68
168472	3/21/2019	COUTS HEATING & COOLING, INC	71702	029105	001-3200-412.33-32	PD APPLICANT PSYCH TEST ASSESSMENT	275.00
168473	3/21/2019	COX, TIFFANY	SRVCE09953		001-3200-412.30-21	A/C REPAIR AT ELECTRIC SU	643.16
168474	3/21/2019	CREATIVE BUS SALES INC	13142053-REFUND 5164076	029264 029264	001-4000-351.35-95 702-3800-480.38-52	BASIC MANNERS DOG CLASS INSTRUCTOR ILL #241 BELT	25.00 184.09
168475	3/21/2019	CUNNING, ALISON	5166514		702-3800-480.38-52	KIT BLOCK PLATFORM	96.47
168476	3/21/2019	CUSTOM TROPHIES & U-NEEK AWARDS	MEALS 3/24-3/29 000035	029047	001-2200-421.23-06	CAPE 2019 ANNUAL SEMINAR MEALS, SANTA BARBARA	279.00
168477	3/21/2019	DECALS BY DESIGN, INC	13278	029387	001-4000-461.36-09	OFFICE SUPPLIES	678.82
168478	3/21/2019	DIAMOND HILLS CHEVROLET BUICK GMC	647755	029071	702-3800-480.30-05 702-3800-480.38-52	DECALS FOR TROLLEY #14 LOCK & KNOB	796.04 124.26
168479	3/21/2019	DIRECTV	358794833933		001-2200-421.26-09	PD MOBILE COMMAND CNTR ACCT #038204005-2/09-3/08	53.24
168480	3/21/2019	DOOLEY ENTERPRISES, INC	56246	029394	001-2200-421.36-01	SPECIAL DEPT SUPPLIES	8,103.34
168481	3/21/2019	DOTY, MARJORIE	SEP 18 - FEB 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018- FEB 2019	139.16
168482	3/21/2019	ELITE FIRE PROTECTION	48174	029050	001-3200-412.30-06	INSPECT & REPAIR FIRE EXT	2,011.80
168483	3/21/2019	ENGINEERING RESOURCES OF SO CA	52061	029409	001-3000-442.33-53	BANNING PLAN CHECK SERVIC	3,783.75
168484	3/21/2019	EPSILON ENGINEERING	2017-01-05	029012	001-0000-232.00-00 110-0000-232.00-00	PROJECT 2017-01 RETENTION TENANT IMPROVEMENTS PROJECT 2017-01 RETENTION TENANT IMPROVEMENTS	1,397.35 17,599.60
					610-0000-232.00-00	PROJECT 2017-01 RETENTION TENANT IMPROVEMENTS	1,604.40
168485	3/21/2019	FARWEST LINE SPECIALTIES	273697	029380	670-7000-473.45-16	BODY BELTS	3,212.85
168486	3/21/2019	FAST LUBE & TUNE	51270	029146	702-3800-480.30-05	BREAK INSPECTION	746.00
			51339	029146	702-3800-480.30-05	OIL CHANGE	62.47
			51575	029146	702-3800-480.30-05	#310 WINDOW REGULATOR REP	172.80
			51607	029146	702-3800-480.30-05	#602 AXEL SHAFT ASSEMBLY	1,148.71
168487	3/21/2019	FEDEX	51859	029146	702-3800-480.30-05	#605 SPARK PLUG & COIL BO	341.80
			6-461-89107	029080	001-2200-421.23-04	PACKG DELIVERY SRVS	39.00
			6-469-66633	029080	670-7000-473.23-04	FREIGHT BILL - MEGGER	185.00
168488	3/21/2019	FINAL TOUCH CONSTRUCTION	17-7010-0007 RF		001-3000-311.16-15	ENCRACHMENT PERMIT REFUND	352.00
					001-3000-311.16-16	REFUND-SIDEWALK <400 SQFT	60.00
168489	3/21/2019	FISHER, ROBERT	TUITION 3/2019		001-1300-412.25-09	DIGITAL CRIME (BCJ545) TUITION REIMBURSEMENT	621.00
168490	3/21/2019	FOX OCCUPATIONAL MEDICAL CENTER	22683-103688		001-1300-412.33-32	PRE-EMPLOYMENT EXAMS FEBRUARY 2019	270.00
			55361-103689		610-5800-434.33-32	DOT EXAM - WARE, KEN	40.00
					660-6300-471.33-32	DOT EXAM - TREMBLY, CHRIS	40.00
168491	3/21/2019	FRONTIER COMMUNICATIONS	9518494533MAR19 9518497124MAR19		001-2200-421.26-05 001-4500-412.26-05	951-849-4533 MAR 4,2019 - APR 3,2019 951-849-7124 MAR 10,2019 - APR 9,2019	60.03 88.16

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168491	3/21/2019	FRONTIER COMMUNICATIONS	9518499205/MAR19		001-4500-412.26-05	951-849-9205 MAR 13, 2019 - APR 12, 2019	85.48
			9519220262/MAR19		001-4500-412.26-05	951-922-0262 MAR 4, 2019 - APR 3, 2019	88.16
168492	3/21/2019	FUELING & SERVICE TECHNOLOGIES, INC	194591	029235	702-3800-480.30-06	COMPRESSOR REPAIR	651.52
168493	3/21/2019	GAS COMPANY, THE	12662493001/MR19		001-2400-422.26-06	3900 W WILSON ST FEB 8, 2019 - MAR 12, 2019	125.17
			13392459007/B19		600-5100-435.26-06	408 S HATHAWAY ST JAN 23, 2019 - FEB 22, 2019	91.43
168494	3/21/2019	GRAY, DUSTIN	005433348-3		001-0000-204.16-00	PERS 457 REFUND LOAN # 001 1/29/19	56.64
168495	3/21/2019	GREEN, NATASHA	005433348-4		001-0000-204.16-00	PERS 457 REFUND LOAN # 003 2/21/19	173.54
			005433306-1		001-0000-204.16-00	PERS 457 REFUND LOAN # 003 2/21/19	173.54
168496	3/21/2019	GUZMAN, SUSANA	JUL 18 - DEC 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2018- DEC 2018	100.50
168497	3/21/2019	HALL, KOLANJ	12652645-REFUND		001-4000-331.25-02	FACILITY RENTAL REFUND EVENT CANCELLED	165.00
					001-4000-331.25-16	STAFFING FEES REFUND EVENT CANCELLED	147.00
168498	3/21/2019	HAZEN AND SAWYER	20062-001-04	029243	661-6300-471.90-78	PROJECT 2018-02W	845.57
					661-6300-471.95-08	PROJECT 2018-02W	2,939.43
168499	3/21/2019	HERC RENTALS INC.	30553014-001	029241	660-6300-471.32-05	TRENCHER & TRAILER RENTAL	1,654.37
168500	3/21/2019	HOME DEPOT #8987	3011603	029093	660-6300-471.45-08	GFCI SWITCHES/50#NAILS	6.46
					670-7000-473.45-16	GFCI SWITCHES/50#NAILS	114.95
168501	3/21/2019	HR GREEN PACIFIC, INC	124990	028919	001-3000-442.33-53	ENVIRONMENTAL ENGINEERING	1,617.50
168502	3/21/2019	INFOSEND, INC	149735	029174	761-3100-480.23-02	UB BILL SRVCE 2/18-2/22	128.99
					761-3100-480.23-04	UB BILL SRVCE 2/18-2/22	1,148.89
					761-3100-480.33-11	UB BILL SRVCE 2/18-2/22	304.11
					761-3100-480.33-02	UB BILL SRVCE 2/25-3/01	324.89
					761-3100-480.23-04	UB BILL SRVCE 2/25-3/01	2,723.36
					761-3100-480.33-11	UB BILL SRVCE 2/25-3/01	618.19
					761-3100-480.23-02	UB BILL SRVCE 3/04-3/08	44.38
					761-3100-480.33-04	UB BILL SRVCE 3/04-3/08	414.02
					761-3100-480.33-11	UB BILL SRVCE 3/04-3/08	116.51
168503	3/21/2019	INLAND WATER WORKS SUPPLY CO.	51021276.001		660-0000-131.00-00	AERVOE PAINT/GREEN/WHITE PO NUM 029097	330.36
168504	3/21/2019	INNOVATIVE FEDERAL STRATEGIES	027019	029354	001-1000-411.33-11	FEDERAL LOBBYING SERVICES	1,402.86
					660-6300-471.33-11	FEDERAL LOBBYING SERVICES	1,402.86
					670-7010-473.33-11	FEDERAL LOBBYING SERVICES	350.71
					680-8000-454.33-11	FEDERAL LOBBYING SERVICES	350.71
					703-3700-480.33-11	OFFSITE MEDIA STORAGE	220.81
168505	3/21/2019	IRON MOUNTAIN INFORMATION MGMT, LLC	201818709	029122	001-1000-411.23-05	ART WELCH-RIV CTY DIV MTG DESERT HOT SPRINGS 3/11	40.00
168506	3/21/2019	LEAGUE OF CALIFORNIA CITIES	LOCC 3/11/19			C WALLACE-RIV CTY DIV MTG DESERT HOT SPRINGS 3/11	40.00
						D ANDRADE-RIV CTY DIV MTG DESERT HOT SPRINGS 3/11	40.00
						D HAPPE - RIV CTY DIV MTG DESERT HOT SPRINGS 3/11	40.00
						D SCHULZE-RIV CTY DIV MTG DESERT HOT SPRINGS 3/11	40.00
						MONTHLY SUBSCRIPTION	103.00
168507	3/21/2019	LEXISNEXIS RISK SOLUTIONS	160860120150228	029214	001-2200-421.30-17	BUSINESS CARDS-B-COFFEY	43.10
168508	3/21/2019	LITHOPASS PRINTING, FORMS,	2390	029417	670-7000-473.23-02	BUSINESS CARDS - CARL SZO	43.10
			2391	029403	001-3200-412.36-00	RUSH/BUSINESS CARDS	43.10
			2850-A	029378	001-2700-442.23-02	SCHULZE BUSINESS CARDS	457.20
			2850-B	029402	001-1200-412.23-02	POSTAGE MACHINE APR-JUL	524.47
			2954	029403	100-4900-431.93-21	STREET SIGNS	15.24
			N7623352	029352	001-4500-412.32-06	WESTERN UNDERGROUND COMM SPRING CONF 4/02-4/03	98.00
168509	3/21/2019	MAIFINANCE, INC	40005253	029254	100-4900-431.89-54	WESTERN UNDERGROUND COMM SPRING CONF 4/02-4/03	1,869.42
168510	3/21/2019	MANERI SIGN COMPANY INC.	MEALS 4/02-4/05		670-7000-473.23-06	CITY HALL - CUSTODIAL SER	2,438.66
168511	3/21/2019	MARTINEZ, MATTHEW	MEALS 4/02-4/05		670-7000-473.23-06	CITY HALL - CUSTODIAL SE	437.88
168512	3/21/2019	MCCLUNE, DEVIN	521792	029189	001-3200-412.33-18	CITY YARD - CUSTODIAL SER	289.28
168513	3/21/2019	MERCHANTS BUILDING MAINTENANCE, LLC	521793	029189	001-2200-421.33-18	CITY YARD - CUSTODIAL SE	139.99
			521794	029189	001-3200-412.33-18	FLEET SHOP - CUSTODIAL SE	386.09
			521795	029189	001-3200-412.33-18	CORPORATE YARD - CUSTODIA	303.88
			521796	029189	001-3200-412.33-18	PD ELEVATOR MAINTENANCE	890.00
			521797	029189	001-3200-412.33-18	#2 TPMS SERVICE KIT	1.36
168514	3/21/2019	MITSUBISHI ELECTRIC & ELECTRONICS	345648	029109	001-3200-412.30-02	MEDICAL LIFELINE REBATE JUN 2017 - NOV 2017	63.85
168515	3/21/2019	MULTIFORCE SYSTEMS CORP	917952	029371	702-3800-480.30-17	PUBLIC BENEFIT CHARGE REBATE JUN 2017- NOV 2017	2.24
168516	3/21/2019	O'REILLY AUTO PARTS	2678-174117	029153	670-7000-356.38-01	ENERGY ASSISTANCE PROGRAM REBATE JUN 2017- NOV 2017	209.11
168517	3/21/2019	OGAZ, LUCY	JUN 17 - NOV 17		675-7020-356.38-15		
					675-7020-473.42-36		

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168518	3/21/2019	ONE SOURCE DISTRIBUTORS	56079615.001	029361	660-6300-471.30-15	POLYMER PULL BOX & COVER	297.39
168519	3/21/2019	ONYX PAVING COMPANY INC	19/066	029344	101-0000-232.00-00	PROJECT 2017-16 RETAINAGE	(16,095.53)
					101-4900-431.93-16	PROJECT 2017-16	321,910.56
168520	3/21/2019	PACKHAM & TOOMEY, INC	022219	028915	702-3800-480.30-06	MONTHLY VST INSPECTION	225.00
168521	3/21/2019	PARKHOUSE TIRE, INC.	121218	029398	702-3800-480.30-06	TRI ANNUAL INSPECTIONS	3,035.00
			2030174017	029040	702-3800-480.23-49	TIRES & RECYCLING FEE	14.00
					702-3800-480.38-52	TIRES & RECYCLING FEE	962.85
					702-3800-480.38-52	RECYCLING FEE	77.58
168522	3/21/2019	PARTS AUTHORITY METRO, LLC	2030174061	029040	702-3800-480.23-49	CALIPERS & PADS	337.95
			062-167238	029154	702-3800-480.38-52	#11 AIR FILTER	16.60
			062-207136	029154	702-3800-480.38-52	#619 RETAIL PACK	0.96
			062-213579	029154	702-3800-480.38-52	AIR FILTER	9.49
			062-224581	029154	702-3800-480.38-52	#604 OIL DRAIN	3.42
			062-224670	029154	702-3800-480.38-52	CREDIT-12 VOLT BATT CORE	(35.56)
			091-025265	029322	702-3800-480.38-52	CALIPERS	266.88
			091-140515	029154	702-3800-480.38-52	EXT WEAR PAD	62.13
			091-140517	029154	702-3800-480.38-52	#335 12 VOLT BATTERY	154.85
			091-141960	029322	702-3800-480.38-52	OIL & AIR FILTER	14.37
			091-142024	029154	702-3800-480.38-52	BRAKE FLUID	16.99
			091-142041	029154	702-3800-480.38-52	#241 PR-EACH/BX-10	10.23
			091-142143	029154	702-3800-480.38-52	POWER STRONG & LEAK STOP	23.24
			091-142145	029154	702-3800-480.38-52	#11 SPARK PLUG	3.36
			091-142205	029154	702-3800-480.38-52	#11 OIL FILTER	5.01
			091-142254	029154	702-3800-480.38-52	#11 FUEL PUMP	2.33
			091-142303	029154	702-3800-480.38-52	#619 RETAIL PACK	0.96
			091-142499	029154	702-3800-480.38-52	#604 OIL & AIR FILTER	53.00
			091-142976	029154	702-3800-480.38-52	457 LOAN REFUND TOM CHAPARROSA	0.14
168523	3/21/2019	PETTY CASH CUSTODIAN - FINANCE	3228		001-0000-204.16-00	457 LOAN REFUND -11/29/18 JOSEPH FEOLA	0.07
			3229		001-0000-204.16-00	JONI MILLER - HR FUNCTION STATER BROS 12/13/18	12.43
			3230		001-1300-412.41-16	COLLEEN WALLACE - LOCC MEALS 1/29-2/01 IRVINE	117.00
			3231		001-1000-411.23-05	457 LOAN REFUND - 3/05/19 MICHAEL LOADER	0.20
			3232		001-0000-204.16-00	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018- FEB 2019	68.38
168524	3/21/2019	PITTMAN, DAVID	SEP 18 - FEB 19		675-7020-473.42-36	IFB #19-032 ATP CYCLE 2	497.70
168525	3/21/2019	PRESS-ENTERPRISE, THE	0011242906	029046	100-4900-431.93-21	STATION #89 DOOR REPAIR	850.00
168526	3/21/2019	PRO-RISE GARAGE DOOR CO	00019777	029312	001-3200-412.30-02	FLEET UNIFORMS & TOWELS	10.36
168527	3/21/2019	PRUDENTIAL OVERALL SUPPLY	22/55311	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	17.90
					702-3800-480.25-02	UNIFORMS - WATER	57.10
					660-6300-471.25-02	UNIFORMS - WASTEWATER	15.00
			22762475	029184	680-8000-454.25-02	ELEC UNIFORMS	140.16
			22762476	029184	670-7000-473.25-02	UNIFORMS - WATER	57.10
			22762499	029184	660-6300-471.25-02	UNIFORMS - WASTEWATER	15.00
			22765744	029184	680-8000-454.25-02	TRANSIT UNIFORM SERVICE	20.75
			22765745	029184	610-5800-434.23-16	TRANSIT UNIFORM SERVICE	51.76
			22765746	029184	610-5800-434.25-02	TRANSIT UNIFORM SERVICE	3.89
					100-4900-431.25-02	STREET UNIFORMS	14.50
			22765766	029184	001-3600-461.25-02	PARKS UNIFORM SERVICE	12.30
			22765767	029184	001-3200-412.33-11	BUILDING MAIN UNIFORMS	6.03
			22765768	029184	001-3200-412.25-02	PARS PLAN ID# PH-ARSO5A SVC PERIOD 20190131	300.00
168528	3/21/2019	PUBLIC AGENCY RETIREMENT SERVICES	42451		001-1500-412.33-11	WORKERS COMP DEPOSIT PREM 4TH QTR APR 2019-JUN 2019	170,632.70
168529	3/21/2019	PUBLIC ENTITY RISK MANAGEMENT	W/C2018-19/Q4		700-0000-101.12-00	WORKERS' COMP INSURANCE APR 1, 2019 - JUN 30, 2019	54,695.50
168530	3/21/2019	QUALITY LOGO PRODUCTS	QSI-707825		700-5020-480.29-08	SALES TAX	(9.83)
168531	3/21/2019	RDO EQUIPMENT CO	W49068	029350	001-0000-201.10-00	OFFICE SUPPLIES	351.90
168532	3/21/2019	REDLANDS FORD	5153011	029068	610-5800-434.36-00	STUMP CUTTER	1,066.30
168533	3/21/2019	RELIABLE WORKPLACE SOLUTIONS	AR77908	029255	702-3800-480.30-06	#240 KIT-JET	12.20
			AR77909	028519	702-3800-480.38-52	ADMIN-CODE PRINTERS	37.90
				028519	001-2200-421.30-06	DB PRINTER	43.10
168534	3/21/2019	RIV. CO. INFORMATION TECHNOLOGY	110000002581	029311	148-2200-421.89-53	PURCHASE OF APX RADIOS	11,641.24
168535	3/21/2019	ROBINSON, BRANDON A	MEALS 4/02-03		670-7000-473.23-06	WESTERN UNDERGROUND COMM SPRING CONF 4/02-4/03	31.00
			MILEAGE 4/02-03		670-7000-473.25-05	WESTERN UNDERGROUND COMM SPRING CONF 4/02-4/03	169.76

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168536	3/21/2019	SAN DIEGO MARRIOTT MARQUIS & MARINA	04/02 - 04/05		670-7000-473.23-06	DEVON MCCLUNE # 32LQKH9F SPRING CONF 4/02-4/03 JASON SMITH # 32LQKSF SPRING CONF 4/02-4/03 MATT MARTINEZ # 32LQKSP SPRING CONF 4/02-4/03 CITY LOGO DECALS 250 BUSS CARDS FOR CHIEF EMPLOYEE BPOA UNIT PC LOAN EFF 3/21/2019 SAFETY TRAINING SAFETY TRAINING CALED TRAINING CONFERENCE 3/27/19-3/29/19 ANAHEIM ST PATRICKS LUNCHEON WESTERN UNDERGROUND COMM SPRING CONF 4/02-4/03 #619 GLASS I C E M ELEC GEN DIESEL 125 E RAMSEY ST (>500HP) FEE FOR LAST FY EMISSIONS 125 E RAMSEY ST FEBRUARY 2019 MONTHLY DUE INDEXES/BINDERS/LABELS COFFEE SUPPLIES COFFEE SUPPLIES CERT PAPER OFFICE SUPPLIES BINDER CLIPS #223 TOWING PERS 457 REFUND LOAN # 001 2/06/2019 PERS 457 REFUND LOAN # 002 1/31/2019 RIMS ANNUAL SUPPORT GPS LOCATE PING 1/17/19 REG UNLEADED GASOLINE DELIVERED 3/08/2019 ULS DIESEL DELIVERED 3/08/2019 CA EVIDENCE CODE 2019 SUBSCRIPTION - 1003836282 BUSINESS TV - CITY YARD MAR 1,2019 - MAR 31,2019 125 E RAMSEY ST MAR 1,2019 - MAR 31,2019 APN 543-090-008 ESCROW DEPOSIT APN 543-090-008 RESOLUTION 2019-35 TREN-SHORE 115X5' CA STATE FEE - REG COSTS MARCH 2019 CA STATE FEE - REG COSTS MARCH 2019 CA STATE FEE - REG COSTS MARCH 2019 39 NEW TICKETS 39 NEW TICKETS 39 NEW TICKETS POSTAGE FOR METER PD ACCT #570653806-00001 12/27/2018 - 1/26/2019 CODE ENF #570653806-00002 12/27/2018 - 01/26/2019 ACETYLENE CYLINDER REPAIR LIGHT FOR CROWN V 2018 ANNUAL NOTICE-GRNDWT 16 CITY WELLS TUMF PAYMENT -PRMT 18-139 1323 E CHRISTIE ST MSPCP RESIDENTIAL PERMIT 18-139 MANFCTRD HM B ROBINSON CONF 115346 SPRING CONF 4/02-4/03 DEVON MCCLUNE CONF 115349 SPRING CONF 4/02-4/03 JASON SMITH CONF 115240 SPRING CONF 4/02-4/03 MATT MARTINEZ CONF 115351 SPRING CONF 4/02-4/03 MEDICAL LIFELINE REBATE OCT 2018 - MAR 2019 PUBLIC BENEFIT CHARGE REBATE OCT 2018- MAR 2019 TRIMMER SERVICE & CARBURE SALES TAX DEPT SUPPLIES -ADMIN MOVIE SCREEN SALES TAX	1,045.19 1,045.19 1,045.19 161.63 25.86 1,309.92 250.00 250.00 83.00 31.91 98.00 421.00 406.79 131.79 770.60 69.96 42.25 82.01 35.12 3.10 450.00 80.38 165.94 20,382.00 255.00 20,467.00 3,180.41 41.48 70.33 89.57 20.00 475,000.00 92.00 17.48 17.47 17.48 24.79 24.78 24.78 5,000.00 76.02 76.02 87.13 101.94 800.00 8,873.00 2,104.00 250.00 250.00 250.00 250.00 3.22 129.96 (9.66) 158.36 408.37 (5.47)
168537	3/21/2019	SAN GORGONIO PASS DESIGN AND PRINT	11025	029385	702-3800-480.38-52		
168538	3/21/2019	SAYESKI, CHRISTOPHER	11032	029329	001-2200-421.23-02		
168539	3/21/2019	SCCI, INC DBA	167004	029276	001-0000-116.21-03 700-5020-480.41-14		
168540	3/21/2019	SHOVE, TED	167005	029276	700-5020-480.41-14		
168541	3/21/2019	SMART & FINAL	MEALS3/27-29/19	029045	001-1210-412.23-05		
168542	3/21/2019	SMITH, JASON	023513	029067	201-4060-446.36-65 670-7000-473.23-06		
168543	3/21/2019	SONSRAY MACHINERY LLC	MEALS 4/02-4/05		702-3800-480.38-52		
168544	3/21/2019	SOUTH COAST AIR QUALITY	P29599-02		001-2200-421.41-04		
			3409032		001-2200-421.41-04		
			3411630		670-7000-473.27-11		
168545	3/21/2019	SOUTHERN CALIFORNIA JOINT POLE	20186	029099	670-7000-473.36-00		
168546	3/21/2019	STAPLES BUSINESS ADVANTAGE	3405783570	029099	660-6300-471.36-00		
			3405783571		670-7000-473.36-00		
				029099	001-1300-412.36-00		
			3406697321	029099	001-3000-442.36-00		
			3407393106	029099	001-3000-442.36-00		
			3407473420	029099	001-3000-442.36-00		
			144989	029143	702-3800-480.30-05		
168547	3/21/2019	STATEWIDE TOWING & RECOVERY, INC	005433348-2		001-0000-204.16-00		
168548	3/21/2019	STUART, DAMON	005433348-1		001-0000-204.16-00		
168549	3/21/2019	STUART, HOLLY	5453	029375	001-2200-421.33-11		
168550	3/21/2019	SUN RIDGE SYSTEMS INC	9345759467		702-3800-480.36-11		
168551	3/21/2019	T-MOBILE	0646197-IN		702-3800-480.36-11		
168552	3/21/2019	THE SOCO GROUP, INC.	0646198-IN		001-2200-421.23-03		
168553	3/21/2019	THOMSON REUTERS - WEST	839646626		670-7000-473.26-09		
168554	3/21/2019	TIME WARNER CABLE	086811201030519		001-2200-421.26-09		
168555	3/21/2019	TOWN & COUNTRY ESCROW CORP	PD 3/2019		840-9500-490.93-30		
168556	3/21/2019	TOWN & COUNTRY ESCROW CORP	ESCROW-DEP		840-9500-490.93-30		
168557	3/21/2019	TRENCH SHORING COMPANY	7790 8	028716	660-6300-471.45-08		
168558	3/21/2019	UNDERGROUND SERVICE ALERT	1167443-0001		100-4900-431.30-13		
			18DSBFE630		660-6300-471.45-08		
					670-7000-473.45-02		
			220190035		100-4900-431.30-13		
					660-6300-471.45-08		
168559	3/21/2019	UNITED STATES POSTAL SERVICE	POSTAGE MAR 19		670-7000-473.45-02		
168560	3/21/2019	VERIZON WIRELESS	9823069039		001-2200-421.23-04		
168561	3/21/2019	WELDOR'S SUPPLY AND STEEL	9823069040	028868	001-2200-421.26-05		
168562	3/21/2019	WEST COAST LIGHTS & SIRENS, INC	10219	029343	660-6300-471.36-08		
168563	3/21/2019	WESTERN MUNICIPAL WATER DISTRICT	17467		148-2200-421.30-05		
168564	3/21/2019	WESTERN RIVERSIDE COUNCIL	16 WELLS		660-6300-471.41-04		
168565	3/21/2019	WESTERN RIVERSIDE REGIONAL	FEB 1 - FEB 28		001-0000-223.23-00		
168566	3/21/2019	WESTERN UNDERGROUND COMMITTEE REG	1323 E CHRISTIE		001-0000-223.24-00		
			WUC APR 2019		670-7000-473.23-06		
168567	3/21/2019	YEDWALSKY, HARVEY	OCT 18 - MAR 19		670-7000-356.38-01		
168568	3/28/2019	AL'S KUBOTA TRACTOR	144010	029082	675-7020-356.38-15		
168569	3/28/2019	AMAZON CAPITAL SERVICES	13HP-GG03-X3QJ		100-4900-431.30-06		
				029100	001-0000-201.10-00		
			17C7-44K7-XC1R	029100	001-2200-421.36-00		
			1KGG-YLFT-M7QM		001-4000-461.36-09		
					001-0000-201.10-00		

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168569	3/28/2019	AMAZON CAPITAL SERVICES	1KGG-YLFT-M7QM 1PT3-4P3T-G6J7	029100	001-4050-461.36-65 001-0000-201.10-00	SR CTR WII GAMES SALES TAX	75.95 (1.51)
168570	3/28/2019	AMERICAN FORENSIC NURSES	71705 71706 71747 71787	029100 029036 029036 029036	001-2200-421.36-00 001-2200-421.33-31 001-2200-421.33-31 001-2200-421.33-31	DEPARTMENT SUPPLIES STAND BY FEE MAR 2019 CHP BLOOD DRAWS CHP BLOOD DRAWS CHP BLOOD ANALYSIS	159.87 800.00 120.00 240.00 120.00
168571	3/28/2019	ARTISTIC MAINTENANCE, INC.	0166686-IN	029384	100-4900-431.23-17	EMERGENCY TREE REMOVAL	9,500.00
168572	3/28/2019	ASBURY ENVIRONMENTAL SERVICES DBA	1500-00420043	029054	702-3800-480.23-49	METAL DRUM- WASTE DISPOS	323.25
168573	3/28/2019	ATWORK FRANCHISE, INC	071884		001-1910-412.23-27	STEINER C W/E 3/17/19	892.57
168574	3/28/2019	AVILA, CHRISTINA	YTH BBALL 2019		001-4000-461.23-15	REFEREE FOR 27 BB GAMES \$14.00 PER GAME	378.00
168575	3/28/2019	B & H FOTO & ELECTRONICS CORP	155616114		001-0000-201.10-00	SALES TAX	(70.40)
				029408	001-4000-461.36-09 001-4010-461.36-09 001-4020-461.36-09 001-4020-461.36-09 610-5800-434.36-00	PROJECTOR PROJECTOR PROJECTOR PROJECTOR PROJECTOR	244.63 244.65 244.65 244.65 244.65
168576	3/28/2019	BEAUMONT DO IT BEST HOME CENTER	468632 468930 468949 469058 469060 469172 469177 469352 469440 469480 469686 469713 37290 37388	029051 029051 029051 029051 029051 029051 029051 029051 029051 029051 029051 029051 029216 029216	001-3600-461.36-00 702-3800-480.38-52 001-3200-412.30-02 001-3200-412.30-02 001-3200-412.30-02 001-3200-412.30-02 001-3200-412.30-02 001-3200-412.30-02 001-3200-412.30-02 001-3200-412.30-02 001-3600-461.36-00 001-4000-461.33-18 001-2200-421.33-31 001-2200-421.33-31	PUTTY KNIFE LIONS PARK #242 UTILITY LOCK DRYWALL LIGHT BULB, ADHESIVE, TRO WHITE PANEL ELECTRIC DEP. LIGHT REFLECTIVE LETTERS & NUMB S CREWS CITY HALL PATCHES & SIGNS CITY HALL- PLATE & PAINT TRASH CAN LIONS PARK CLEANING SUPPLIES BLOOD ALCOHOL ANALYSIS BLOOD ALCOHOL ANALYSIS BLUE SHIELD HLTH INS PREM APRIL 2019 DEL OF PC AGENDA PKGS PLANNING COMMISSION MTG CHRIS THORNTON - REGISTR CWEA ANNUAL CONFERENCE CHP BLOOD ANALYSIS ACCESS TO CLETS IT DEPT SUPPLIES B&S SERVICES FEB 2019 CIVICENGAGE SSL COMM ACTION PARTNERSHIP RIVERSIDE 3/27/19 ANIMAL CONTROL SERVICES FEB 1 2019 - FEB 28 2019 INTERNET FEED MICROWAVE BACKBONE PD WEB PD WEB SUBSTATION EQUIP MAINT SUBSTATION EQUIP MAINT 951-849-7296 MAR 16 2019 - APR 15 2019 951-849-8256 MAR 16 2019 - APR 15 2019 STATE OF EDUCATION PALM SPRINGS 2/26/19 HANGAR C-3 DEPOSIT REFUND AUDIT SERV SALES TAX QUARTER 3 2018 SALES TAX 1ST QUARTER PAYROLL SUMMARY PAYROLL SUMMARY VEHICLE REPAIRS REG STORAGE MAR 2019 KAISER HEALTH INSURANCE GROUP # 101565-0002 KAISER HEALTH INSURANCE GROUP # 101565-0006 AUDIT SERVICES-2018	20.02 5.70 22.82 128.17 86.18 5.27 9.97 2.48 18.71 63.54 21.54 223.79 160.00 569.00 68,759.62 11.60 60.00 140.00 1,876.98 304.04 15,346.59 27.50 34.34 15,236.00 2,097.00 5,700.00 40.51 40.51 39,387.50 12,003.00 85.48 1,086.22 27.36 273.11 84.00 1,050.00 2,147.33 425.08 1,233.71 349.00 43,595.61 5,509.32 5,817.60
168577	3/28/2019	BIO-TOX LABORATORIES	37290 37388	029216 029216	001-2200-421.33-31 001-2200-421.33-31		
168578	3/28/2019	BLUE SHIELD OF CALIFORNIA	APRIL 2019		001-0000-204.31-00		
168579	3/28/2019	CALDERON, SANDRA B	MILEAGE 3/13/19		001-2800-441.25-05		
168580	3/28/2019	CALIFORNIA WATER ENVIRONMENT	REG 4/10/19		680 8000-454.23-03		
168581	3/28/2019	CALIFORNIA, STATE OF	357735 358464	029151 029150	001-2200-421.33-31 370-2200-421.26-05		
168582	3/28/2019	CARD INTEGRATORS DBA	0101747-IN	029164	001-2200-421.36-00		
168583	3/28/2019	CHARLES ABBOTT ASSOCIATES, INC	59413	028718	001-2700-442.33-11		
168584	3/28/2019	CIVICPLUS	183191	029423	703-3700-480.30-17		
168585	3/28/2019	WALLACE, COLLEEN	MILEAGE 3/21/19		001-1000-411.23-05		
168586	3/28/2019	COUNTY OF RIVERSIDE-ANIMAL CONTROL	AN0000001574		001-2300-424.33-90		
168587	3/28/2019	CYBERTIME NETWORK COMMUNICATIONS	1533-1904 1534-1904	029192 029192	703-3700-480.30-19 660-6300-471.26-07		
168588	3/28/2019	DEX MEDIA	610040009451 610040315721	029111 029111	001-2200-421.23-01 001-2200-421.23-01		
168589	3/28/2019	ELECTRIC POWER SYSTEMS INT, INC.	INV_00056362	029432	670-7000-473.45-05		
168590	3/28/2019	FRONTIER COMMUNICATIONS	9518497296MAR19 9518498256MAR19	029432	001-4500-412.26-05 001-2200-421.26-05		
168591	3/28/2019	HAPPE, DAVID	MILEAGE 2/26/19		001-1000-411.23-05		
168592	3/28/2019	HAYS, RONALD	HANGER C3		600-0000-223.10-00		
168593	3/28/2019	HINDERLITER DE LLAMAS & ASSOCIATES	0030837-IN		001-1900-412.33-11		
168594	3/28/2019	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190329		001-0000-204.80-10		
168595	3/28/2019	ICMA RETIREMENT TRUST 457	20190329		001-0000-204.16-00		
168596	3/28/2019	INNOVATIVE EMERGENCY EQUIPMENT	26441	029336	148-2200-421.90-52		
168597	3/28/2019	IRON MOUNTAIN INFORMATION MGMT, LLC	AWMT1687	029123	001-4500-412.33-11		
168598	3/28/2019	KAISER FOUNDATION HEALTH	APRIL 2019		001-0000-204.31-00		
168599	3/28/2019	LANCE, SOIL & LUNGHARD, LLP	28879	029200	001-1900-412.33-12		

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168599	3/28/2019	LANCE, SOLL & LUNGWARD, LLP	28879	029200	005-1210-412.33-12	AUDIT SERVICES-2018	6,010.00
					761-3100-480.33-12	AUDIT SERVICES-2018	8,726.40
168600	3/28/2019	LOZANO SMITH LLP	2078503		810-9700-490.33-12	AUDIT SERVICES-2018	3,442.00
168601	3/28/2019	MILLER, JONI	EYEWEAR 3/2019		700-5040-480.33-11	PROF SRVCS THRU 2/28/19	386.00
			TRAVEL 3/13/19		001-1300-412.25-10	EYEWEAR REIMBURSEMENT PER GENERAL UNIT MOU	258.00
168602	3/28/2019	NATIONWIDE RETIREMENT SOLUTIONS	20190329		001-1300-412.23-05	MEAL REIMB ALL DAY WRKSHIP PALM DESERT 3/13/19	17.00
168603	3/28/2019	O'REILLY AUTO PARTS	2678-167993	029153	001-0000-204.16-00	MILEAGE REIMB WRKSHOP PALM DESERT 3/13/19	42.47
			2678-168013	029153	702-3800-480.38-52	PAYROLL SUMMARY	3,712.88
			2678-169020	029153	702-3800-480.38-52	#825 FUEL, OIL, AIR, & HY	100.05
			2678-169125	029153	702-3800-480.38-52	#825 V-BELT	6.16
			2678-169171	029153	702-3800-480.38-52	#49 OIL & AIR FILTER, HOO	44.37
			2678-169359	029153	702-3800-480.38-52	SHOP- BATTERIES	9.68
			2678-170517	029153	702-3800-480.38-52	#53 OIL FILTER	4.17
			2678-170640	029153	702-3800-480.38-52	#49 KEYLESS REMOTE	63.79
			2678-170679	029153	702-3800-480.38-52	#835 OIL FILTER	13.94
			2678-171996	029153	702-3800-480.38-52	#863 FLOOR MATS	53.85
			2678-174323	029153	702-3800-480.38-52	#824 V-BELT	6.16
			2678-174361	029153	702-3800-480.38-52	#45 DRAIN PLUG & AIR FILT	12.16
			2678-174505	029153	702-3800-480.38-52	#316 WIPER BLADES	59.35
168604	3/28/2019	OFFICE DEPOT	287352694001	029065	702-3800-480.38-52	#12 OIL FILTER	5.09
168605	3/28/2019	ON TRAC	8901117	029081	001-1200-412.36-00	#202 INFLATOR & TIRE GAUG	31.85
					001-1400-412.36-00	COPIER TONER	208.80
					001-1300-412.23-04	COPIER TONER	208.80
					001-1400-412.23-04	SHIPPING & HANDLING	3.93
168606	3/28/2019	P&P UNIFORMS	4191114/4	029360	001-3000-442.23-04	SHIPPING & HANDLING	16.03
168607	3/28/2019	PARS	20190329		001-2200-421.36-04	SHIPPING & HANDLING	29.07
168608	3/28/2019	PETTY CASH CUSTODIAN - POLICE	3333		001-0000-204.25-00	GOLD STARS FOR CHIEF	689.94
			3334		001-2200-421.36-07	PAYROLL SUMMARY	10.99
			3335		001-2200-421.36-04	DONUTS FOR ARCS MTG	29.35
			3336		001-2200-421.36-00	BADGE HOLDER FOR CHIEF H	13.99
			3337		001-2200-421.36-00	USB DRIVE FOR J. PETRUSIS	46.31
168609	3/28/2019	PLUMB LINE SURVEYING, INC	16319003	029386	001-2200-421.36-00	WALL CHARGER & 10FT CORD CHIEF HAMMER	24.19
168610	3/28/2019	PRUDENTIAL OVERALL SUPPLY	27770332	029184	600-5100-435.30-01	DEPARTMENTAL SUPPLIES	1,440.00
					610-5800-434.23-16	PROFESSIONAL SURVEYING SE	20.75
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	51.76
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	3.89
					610-5800-434.25-02	PARKS UNIFORM SERVICE	12.30
168611	3/28/2019	QUANTUM ANALYTICAL SERVICES, INC	22770353	029184	680-8000-454.23-32	ANALYSIS OF GAS SAMPLES	320.00
168612	3/28/2019	RETAIL LEASE TRAC, INC	18614	029303	001-1210-412.33-11	ANNUAL SUBSCRIPTION RETAIL TENANTS DIRECTORY	1,025.00
168613	3/28/2019	RIV. CO. CLERK RECORDER	5045		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV 2887 MOHAWK	8.00
168614	3/28/2019	RIV. CO. COMMUNITY HEALTH AGENCY	APN 538-311-030		001-5400-446.41-60	DISASTER SURVIVAL EXPO APR 6 2019	98.00
168615	3/28/2019	ROMO PLANNING GROUP, INC.	PERMIT 4/6/19	028041	001-2800-441.33-41	PL SERV 2/3/19-3/219	26,780.00
168616	3/28/2019	SENTRY ESCROW SERVICE INC	0058761R		840-9500-490.93-30	ESCROW-APN 532-120-018 FALL FAMILY TRUST	5,730.00
168617	3/28/2019	SHRED-IT USA, LLC	8126622598	029197	001-2200-421.23-07	PD SHRED	186.34
			8126837729	029197	001-4500-412.33-11	CITY HALL SHREDDING 2/22	98.00
168618	3/28/2019	SIEMENS INDUSTRY, INC	5610135449	028207	100-4900-431.30-09	CITY TRAFFIC SIGNAL MA	630.00
168619	3/28/2019	SMART & FINAL	011770	029045	660-6300-471.26-04	MONTHLY TRAFFIC SIGNAL MA	112.71
168620	3/28/2019	SOUTHERN CALIFORNIA EDISON	2015215072MAR19		660-6300-471.26-04	SR CTR COFFEE SUPPLIES	19.80
			2196273304MAR19		660-6300-471.26-04	WELL 9 7070 PLANT D-5 FEB 12 2019 - MAR 14 2019	43.70
168621	3/28/2019	SOUTHERN CALIFORNIA GAS CO	09242310481FB19	029099	702-3800-480.36-61	DEL RITA BOOSTER STATION FEB 12 2019 - MAR 14 2019	4,434.00
168622	3/28/2019	STAPLES BUSINESS ADVANTAGE	3406555076		001-1910-412.36-00	FLEET CNG FUEL FEB 1 2019 - MAR 1 2019	104.66
					001-1910-412.36-00	OFFICE SUPPLIES	10.45
					001-1910-412.36-00	OFFICE SUPPLIES FOR PURCH	8.00
					001-1910-412.36-00	PAPER FOR PAYROLL	39.11
					001-1200-412.36-00	MOUSE/TABS	12.50
					001-1210-412.36-00	MOUSE/TABS	9.74
					001-1400-412.36-00	MOUSE/TABS	21.50
					001-1000-411.36-00	CERTIFICATE PAPER	40.35

City of Banning
Warrant List Detail March 2019

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
168623	3/28/2019	TURBO DATA SYSTEMS INC	29769	029288	001-22000-421.23-45	FEB19 CITATION PROCESS	264.88
168624	3/28/2019	VISION SECURITY SYSTEMS	16116	029337	670-7000-473.45-05	CAMERAS FOR SUBSTATION	4,861.81
168625	3/28/2019	WATERLINE ENVIROTECH LTD	20737		001-00000-201.10-00	SALES TAX	(94.42)
168626	3/28/2019	WILLDAN FINANCIAL SERVICES	010-40762	029406	660-6300-471.45-06	MODEL 800 ENGINEERING TAP	1,312.70
168627	3/28/2019	WILLIAM-HILL, ANDREA	YTH BBALL 2019		375-4500-431.33-20	2004-1 FAIR OAKS ADMIN	52.75
168628	3/28/2019	YOUNGBLOOD & ASSOCIATES	3699A	029107	001-40000-461.23-15	REFEREE FOR 45 BB GAMES \$14.00 PER GAME	630.00
168629	3/29/2019	ZENNER PERFORMANCE METERS, INC	0045365-IN		001-1300-412.33-32	CODE ENF & PO POLYGRAPHS	450.00
168630	3/28/2019	72 HOUR LLC-NATIONAL AUTO FLT GRP	INT-0171	029376	660-0000-131.00-00	3/4" METERS&INSTALL KITS PO NUM 029098	5,966.12
9006403	3/17/2019	WELLS FARGO BANK	PPE 2/24/19		673-7000-473.90-52	BUCKET TRUCK	259,185.08
9006404	3/1/2019	INTERNAL REVENUE SERVICE	PPE 2/24/19		001-00000-204.10-00	PAYROLL PPE 2/24/2019	355,228.87
9006405	3/4/2019	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 2/24/19		001-00000-204.11-00	FEDERAL INCOME TAX PPE 2/24/2019	51,514.70
9006406	3/4/2019	TASC	PPE 2/24/19		001-00000-204.13-00	FICA MEDICARE/FICA REGLR PPE 2/24/2019	82,365.60
9006407	3/6/2019	WELLS FARGO BANK	PPE 2/24/19		001-00000-204.12-00	STATE INCOME TAX PPE 2/24/2019	18,729.63
9006408	3/6/2019	CA. ST. PUBLIC EMPLOYEES	PPE 2/24/19		001-00000-204.80-04	MEDICAL CONTRIBUTIONS PPE 2/24/2019	3,783.48
9006409	3/7/2019	CALPERS 457 PLAN - 450260	PPE 2/24/19		001-00000-204.80-05	MEDICAL FINALIZATION FY18 REPORT	(3,770.17)
9006410	3/15/2019	WELLS FARGO BANK	PPE 2/24/19		001-00000-204.80-15	DEPENDENT CONTRIBUTIONS PPE 2/24/2019	652.16
9006411	3/15/2019	INTERNAL REVENUE SERVICE	PPE 2/24/19		001-00000-204.80-14	INDIVIDUAL CONTRIBUTIONS PPE 2/24/2019	465.57
9006412	3/18/2019	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 3/10/19		001-00000-204.80-14	VEBA CONTRIBUTIONS PPE 2/24/2019	400.00
9006413	3/18/2019	TASC	PPE 3/10/19		001-00000-204.20-00	RETIREMENT BENEFITS PPE 2/24/2019	87,882.13
9006414	3/19/2019	CA. ST. PUBLIC EMPLOYEES	PPE 3/10/19		001-00000-204.13-00	CAL PERS 457 CONTRIBUTION PPE 2/24/2019	28,759.26
9006415	3/20/2019	CALPERS 457 PLAN - 450260	PPE 3/10/19		001-00000-204.12 00	CAL PERS 457 LOAN PYMNTS PPE 2/24/2019	6,553.31
9006416	3/21/2019	WELLS FARGO BANK	PPE 3/10/19		001-00000-204.80-04	PAYROLL PPE 3/10/2019	342,772.33
9006417	3/29/2019	WELLS FARGO BANK	PPE 3/10/19		001-00000-204.80-05	FEDERAL INCOME TAX PPE 3/10/2019	52,053.49
Grand Total						FICA MEDICARE/FICA REGLR PPE 3/10/2019	80,861.32
						STATE INCOME TAX PPE 3/10/2019	18,947.56
						MEDICAL CONTRIBUTIONS PPE 3/10/2019	3,783.48
						DEPENDENT CONTRIBUTIONS PPE 3/10/2019	652.16
						INDIVIDUAL CONTRIBUTIONS PPE 3/10/2019	465.57
						RETIREMENT BENEFITS PPE 3/10/2019	88,878.17
						CAL PERS 457 CONTRIBUTION PPE 3/10/2019	29,331.73
						CAL PERS 457 LOAN PAYMENT PPE 3/10/2019	6,553.31
						VEBA CONTRIBUTIONS PPE 3/10/2019	400.00
						PAYROLL PPE 3/24/2019	460,853.17
							6,504,564.23

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

(123.05)
7,161.34
6,511,602.52

Voided Checks**March 2019**

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
3/14/2019	163819	99001	Payment will be applied to Utility account	\$ 101.05			
3/14/2019	164320	1327	Stale Dated	\$ 22.00			
3/21/2019	168419	5868	Incorrect vendor	\$ 20.00	168555	7630	\$ 20.00

TOTALS**\$ 143.05****\$ 20.00**

Payroll

March 2019

Start	End	Date	Description	Check Total
11713	11719	3/1/2019	WARRANT REGISTER	\$ 1,912.49
11720	11727	3/15/2019	WARRANT REGISTER	\$ 2,466.26
11728	11734	3/29/2019	WARRANT REGISTER	\$ 2,782.59
TOTALS				\$ 7,161.34
CHECKS USED		22		

Prepared 2/28/19, 14:02:45		Check Register		Page 1	
Program PR655L		BIWEEKLY		Pay Period 5	
CITY OF BANNING		Pay Date 3/01/19		2/11/19 To 02/24/19	
Dept/Div Activity	Check Payee	Social Security	Check Number	Amount	
5800-434	CALIF. STATE DISBURSEMENT UNIT		11713	484.15	
	UNITED STATES TREASURY		11714	125.50	
	CALIF. STATE DISBURSEMENT UNIT		11715	180.46	
	TRACY YOUNGBLOOD		11716	223.39	
	FRANCHISE TAX BOARD		11717	200.00	
	MCKETHAN, CYNTHIA L	2488	11718	505.15	
	CALIF. STATE DISBURSEMENT UNIT		11719	193.84	
Total Checks -			7	1,912.49	

Prepared 3/14/19, 11:04:44
 Program PR655L
 CITY OF BANNING

Check Register
 BIWEEKLY
 Pay Date 3/15/19

Page 1
 Pay Period 6
 2/25/19 To 03/10/19

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
5800-434	CALIF. STATE DISBURSEMENT UNIT		11720	484.15
	UNITED STATES TREASURY		11721	125.50
	CALIF. STATE DISBURSEMENT UNIT		11722	180.46
	TRACY YOUNGBLOOD		11723	223.39
	FRANCHISE TAX BOARD		11724	200.00
	CALIF. STATE DISBURSEMENT UNIT		11725	319.03
	MCKETHAN, CYNTHIA L	2488	11726	739.89
	CALIF. STATE DISBURSEMENT UNIT		11727	193.84
Total Checks -			8	2,466.26

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 Program PR655L
 CITY OF BANNING

Check Register
 BIWEEKLY
 Pay Date 3/29/19

Page 1
 Pay Period 7
 3/11/19 To 03/24/19

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	CALIF. STATE DISBURSEMENT UNIT		11728	484.15
	CALIF. STATE DISBURSEMENT UNIT		11729	180.46
	TRACY YOUNGBLOOD		11730	223.39
	FRANCHISE TAX BOARD		11731	200.00
	CALIF. STATE DISBURSEMENT UNIT		11732	319.03
	MCKETHAN, CYNTHIA L	2488	11733	1,181.72
	CALIF. STATE DISBURSEMENT UNIT		11734	193.84
5800-434				
	Total Checks	-	7	2,782.59

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: April 23, 2019

SUBJECT: Public Works Capital Improvement Project Tracking List for April 2019

RECOMMENDED ACTION:

This is informational only; receive and file report.

GOAL STATEMENT:

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

BACKGROUND:

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

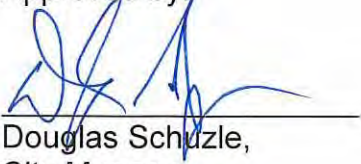
FISCAL IMPACT:

None

ATTACHMENTS:

1. CIP Status List

Approved by:

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

Douglas Schuzle,
City Manager

ATTACHMENT 1

(Public Works Department CIP Tracking List)

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project	Phase	Council Award Date	Project Kickoff	% Completed	Tasks Completed	Current Tasks	3 Month Look Ahead Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2024-03	Hargrave/Ramsey Street Intersection	Design	5/16/2025	8/10/2025	95%	PS&E are 100% complete. Right of way documents accepted by Council and recorded by County. Water Main Replacement Plan completed.	Writing for SCE to complete their design and easement documents for the relocation of power poles including drafting of agreement. Acquiring Caltrans permit. Banning Electric preparing improvement plans.	Mowing Electric completes revised plans and technical specs. Incorporated electric designs to Project Plans and Specs and Bid Project. SCE completes design.	SCE complete their poles relocation design and construction including executing agreement.	6/1/19	\$ 79,920
Streets	2016-11	Hathaway/Ramsey Street Intersection	Design	12/12/2016	1/18/2017	95%	Staff completed reviewing 2nd submittal of PS&E. Preliminary R/W appraisal. "Intent to Appraise" letters sent to property owners.	Banning Electric preparing improvement plans. Review of right-of-way documents, preparation of Temporary Construction Easements and approvals. Review final PS&E.	Complete PS & E package.	Complete right of way acquisition. Bid project.	7/1/19	\$ 254,312
Streets	ATP-523-012	ATP Bicycle/Pedestrian Safe Routes to School	Environmental and Design	5/27/2018	9/19/2018	100%	Design Funding Allocation approved by CTC in March 2017 and approved by Caltrans in April 2017. Council approved PS&E dated 5-22-18. Design started on 6/19/18. Completing 100% PS&E. Submitting final PS&E to Caltrans for review and approval. CTC to approve funding allocation for construction.	Project out for bid. Bids opened on 4/2/19. Evaluation of bids.	Award construction contract and execution of agreement.	pre-construction meeting and start of construction.	6/7/19	\$ 207,000
Streets	ATP-523-012	ATP Bicycle/Pedestrian Safe Routes to School	Construction				Project advertised for bidding and bids opened.	Recommendations for award of construction contract scheduled for 4/23/19.	Execution of agreement and obtain purchase order.	pre-construction meeting and start of construction.	10/1/19	\$ 875,000
Streets	5TH-523-013	Ramsey Street, from Hargrave St. to west of Hathaway St.	PS and E, Design			98%	PS&E are 95% complete. Cultural resources study approved by Caltrans. PS and E documents sent to Caltrans for review and comment.	Finalizing of PS&E.	Advertise Notice Inviting to Bid.	Open bids and recommend award to City Council.	6/1/19	\$ 351,010
Streets	2017-16	Citywide Various Street Improvements	Construction	4/34/5	4/24/8	0.95	PS&E Completed. Bids to City Council for award on 12/11/18. Construction completed.	Working on final punch list items and extra work from change order.	Final Invoice and City Council acceptance of project. File NDC with the County.	Project close-out.	6/7/19	\$ 848,124
Parks	2017-09	Lions Park Multi Purpose Fields	Environmental	11/7/2016		100%	Received FAX and ALUC approval for project. A852 Consultation was started. Completed borrowing owl study. All 52 Consultation Complete. CEQA compliance completed.				1/7/19	\$ 66,300
Parks	2017-03	Lions Park Multi Purpose Fields	Design	7/12/2017	9/5/2017	100%	SWPPP, WQAPP and Project Plans & Technical Specifications completed.	Myers submitted to City.	Close out the project account.	Looking for funding for construction.	12/30/18	\$ 77,798
Water	2015-01W	Water Line Replacement (3 Locations)	Design	3/24/2015	4/15/2016	95%	100% Design for Location 1, 2015 Design for Location 2.	95% review for Location 2, preliminary review for Location 3.	Complete plans and specs for Location 3.	Complete plans and specs for Location 2.	4/30/19	\$ 107,880
Water	2017-01W	Groundwater Audit	Planning		10/4/2017	90%	Kickoff Meeting, Data Gathering, Data Review and Analysis, Draft Summary Report.	Review of Draft Summary Report.	Meeting to discuss Pumping Recommendations.	Finalize Groundwater Audit Report Implementation.	4/30/19	\$ 19,886
Water	Part of 2014-03	Hargrave Waterline - Williams to Hedder	Design	Part of Hargrave/Ramsey Intersection contract 43353	5/16/2018	100%	100% PS&E.	Bid Advertising, Pre-Bid Walkthrough.	Bid Management, Addendums.	Award construction contract.	5/31/19	Part of Hargrave/Ramsey Streets project.
Water	2018-01W	New Domestic Water Well C8	Design		4/30/7	0.05	Evaluation of Water Resources in Cabazon Storage Unit. Technical Memo, Amendment to Complete a Well Siting Study.	Well siting study. Prepare specifications for well rehab and testing of Well M9.	Bid Well Rehab and Testing of Well M9.	Award contract for Well M9 Rehab and Testing. Technical Memo.	6/30/20	\$ 671,395
Water	2018-01W	Altitude Valves for Storage Reservoirs	Design	9/10/2018	4/30/7	100%	100% PS&E. Submitted request to Purchasing Dept. for bidding of construction phase of the project.	Bid Project.	Award construction contract.	Project close-out.	6/30/19	\$ 55,225
Water	2018-08W	Advance Metering Infrastructure (AMI) Pilot Study	Planning/Construction	TBD	TBD		Installation of Meters and Collector (AMR Reader). Configuration of meter reading software.	Monitor pilot study.	Monitor pilot study.	Review results of Pilot Study. Purchase Order for new AMI Meters. Begin Installation.	6/30/19	TBD
Wastewater	2018-03WW	Nitrogen Removal Feasibility Study	Planning	9/25/2018	4/37/7	25%	Evaluation of Treatment Technologies. Workshop provided to City Council and public.	Assess Groundwater Impacts; Capacity Assessment of Existing Plant.	Additional investigations, Sampling, Feasibility Report and Recommendations.	S&B and Nutrient Management Plan.	10/31/19	\$ 351,669
Water	2019-01W	Petion Wheel and Well Repairs	Construction	4/34/5	4/37/4	0.15	Removal of Equipment at Wells M4, M5, M6. Brushing and balling of Well S1. Soring-jetting of Well S3. Well S pump break-down and inspection.	Re-installation of Well S3 pump.	Removal and inspection of Petion Wheel.	Repair Petion Wheel. Repair to Well MP-1.	6/30/19	\$ 179,885
Wastewater	2018-04WW	Iron Springs Media Replacement	Construction	3/24/2019	TBD	1%	Council Award, Purchase Requisition provided to Purchasing Dept. Reviewed Draft Agreement.	Finalize and Execute Agreement.	Kickoff Meeting.	Replace Media. Project Closeout.	7/31/19	\$ 40,437
LMD	2017-12	Landscape Maintenance District No.1 Redesign	Design		4/29/24	0.95	Reviewed conceptual plans. Field work, staff provided RW. Park Specs and current costs to the consultant.	Final review of plans.	Submit plans for signature and final cost estimate.	TBD	3/31/19	

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) - FUNDED BY PARDEE, ELIGIBLE FOR DIF CREDITS

Category	Project #	Project	Phase	Council Award Date	Project Kick-off	% Completed	Tasks Completed	Current Tasks	1 Month Look Ahead Tasks	Future Tasks	Tentative Completion Date	Project Budget
Non-potable		Well NP-1	Design	N/A - Pardee Project	6/5/2018	20%	Conceptual Design; Well Rehab; Capacity Recommendation	30% Design	60% Design	90% Design; 100% PS&E; Environmental Bid	7/12/19	DIF Credits, TBD
Non-potable		Irrigation Pipeline Phase 1 Segments B, D1 and D2	Redesign and Permitting	N/A - Pardee Project	6/5/2018	40%	Kickoff Meeting; Submittal Encroachment Permit to Callaway; Re-design of Segment C (Instream Segment D due to new alignment)	Survey; 60% Design Drawings	90% Design Drawings	100% PS&E; Construction Bid	9/30/19	DIF Credits, TBD
Non-potable		Non-potable Reservoir at WWTP	Design	N/A - Pardee Project	6/5/2018	15%	Kickoff Meeting; Reservoir Sizing Calculations	Reservoir Re-siting based on new demand data and NP-1 Capacity; Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/31/19	DIF Credits, TBD
Non-potable		Recycled Water Booster Station at WWTP	Design	N/A - Pardee Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design; Verification of Lows Park peak demands	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/31/19	DIF Credits, TBD
Non-potable		Booster Station on Lincoln	Design	N/A - Pardee Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design; Verification of expected operating pressures and demands	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/31/19	DIF Credits, TBD
Water		Brinton Booster Station	Design	N/A - Pardee Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design	Required Capacity Analysis; Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	9/30/19	DIF Credits, TBD
Water / Non-potable		Oak Valley Interconnect Building	Design	N/A - Pardee Project	6/5/2018	15%	Kickoff Meeting; Conceptual Design; Site Layout	Adjustments to Site Layout	Preliminary Design	30% Design; 60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/31/19	DIF Credits, TBD
Water		Foothill West Reservoir	Design	N/A - Pardee Project	6/5/2018	10%	Kickoff Meeting	Reservoir Sizing & Configuration; Schedule	Conceptual Design	30% Design; 60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	9/30/19	DIF Credits, TBD
Wastewater		Ramsey Lift Station	Design	N/A - Pardee Project	6/5/2018	10%	Kickoff Meeting; Conceptual Design	Site Acquisition	Phase 1 ESA; Site Acquisition	30% Design; 60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/31/19	DIF Credits, TBD
Wastewater		Atwell Offsite Sewer Trunk Mains and Force Main	Design	N/A - Pardee Project	6/5/2018	15%	Kickoff Meeting; Sewer Flow Monitoring	CCTV Video Inspection; Wilson Street Sewer Design	Video Inspection Report and Condition Assessment	Identification of Existing Deficiencies; Survey and Utility Mapping; Preliminary design for Mainline; Preliminary design for Manholes; Preliminary design for Force Main; 60% Design; 90% Design; 100% PS&E; Construction Bid	12/31/19	DIF Credits, TBD

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Chief Matthew, Hamner
Sol Ivett Avila, Executive Assistant

MEETING DATE: April 23, 2019

SUBJECT: Police Department Statistics for March 2019

RECOMMENDED ACTION:

Receive and File March 2019 Police Statistics.

BACKGROUND:

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

JUSTIFICATION:

N/A

FISCAL IMPACT:

None

OPTIONS:

1. Receive and File

ATTACHMENTS:

1. March 2019 Statistics

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

March 2019 Statistics

**BANNING POLICE DEPARTMENT
MARCH, 2019**

CRIME	Mar-19	Mar-18	% CHGE	YTD-19	YTD-18	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	2	-100%
Rape	2	2	0%	4	7	-43%
Robbery	1	3	-67%	7	7	0%
Assaults Agg/Simp	14	23	-39%	47	62	-24%
Burglary	9	16	-44%	40	47	-15%
Vehicle Theft	16	8	100%	44	33	33%
Larceny	15	17	-12%	46	62	-26%
OTHER						
Narcotics	8	28	-71%	18	74	-76%
DUI	1	3	-67%	8	10	-20%
T/C Non-Injury	25	16	56%	55	52	6%
T/C Injury	2	3	-33%	11	10	10%
T/C Fatal	0	0	0%	1	1	0%
Citations	153	221	-31%	659	693	-5%
Total Incidents	2747	2980	-8%	8277	8839	-6%

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Adam B. Rush, Community Development Director

MEETING DATE: April 23, 2019

SUBJECT: ZONING TEXT AMENDMENT 19-97501 AMENDING CHAPTER 17.53 OF TITLE 17 OF THE BANNING MUNICIPAL CODE TO REDUCE THE SEPARATION REQUIREMENTS BETWEEN COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING, AND TESTING LABORATORY USES AND RESIDENTIALLY ZONED PROPERTY AND AMENDING THE DEFINITION OF "CANOPY SPACE".

RECOMMENDED ACTION:

Staff recommends that the City Council:

Adoption of Ordinance No. 1542 approving Zoning Text Amendment 19-97501 to amend Chapter 17.53 of the Municipal Code to eliminate the separation requirement between commercial cannabis cultivation, manufacturing, and testing laboratory uses and residentially zoned property to be consistent with the development standards set forth in the Banning Municipal Code, Section 17.12.030 (Commercial and Industrial Development Standards) and to amend the definition of canopy space.

PROJECT/APPLICANT INFORMATION:

Project Applicant: City of Banning
99 E. Ramsey Street
Banning, CA 92220

PROJECT BACKGROUND AND DESCRIPTION:

At the April 9th City Council Public Hearing, Community Development Staff presented the proposed Zoning Text Amendment that pertains to the definition of "Canopy Space" and a reduction of the residential setback from 600-feet to 300-feet. Subsequent from the staff presentation, the Council engaged in lengthy discussions concerning the applicability and perceived equity in adopting setback restrictions for industrial cannabis operations versus setbacks associated with potentially noxious uses deriving from other uses conditionally

approved in the same zone. Some of these potential industrial uses include, but are not limited to, warehousing, surface mines, automobile race tracks, hookah and smoking lounges, and other similar type uses. The City Council accepted public testimony from approximately a half dozen members of the community concerning the setback reduction and after lengthy discussion determined that eliminating the residential setback requirement, for Industrial Cannabis related businesses, was the most appropriate action. In addition, the Council provide direction to the Community Development Department to initiate a General Plan Amendment and Zone Change to remove the Industrially zoned property, located at the northwest corner of Hargrave St. and Charles St. and reclassify this property as Very Low Density Residential (VLDR). In addition, the same General Plan Amendment and Zone Change would reclassify property located north of Charles St. and south of E. Westward Ave., that is currently zoned "Very Low Density Residential", to an Industrial land use and zone. This direction was made as part of the City Council general comments and was not included as part of the Council's motion and approval to adopt a modified version of the Cannabis Zoning Text Amendment, including the elimination of any residential setback for industrial cannabis cultivation, manufacturing, and testing.

JUSTIFICATION:

Pursuant to Banning Municipal Code Section 17.116.040 and Government Code Sections 65853 and 65857, the City Council is authorized to approve, modify, or disapprove the Planning Commission's recommendation on Ordinance No. 1542.

FISCAL IMPACT:

With the reduction of the residential setback requirements, for industrial cannabis uses, the City would anticipate an increase in permit revenue, from an expanded arena of applications. In addition, an incremental increase in the Cannabis tax revenue would also be anticipated; however, in undetermined at this time due to the success of individual applications and general market forces.

OPTIONS:

1. Approve as recommended and Adopt the Zoning Ordinance Text Amendment; or,
2. Do not approve and provide alternative direction

Prepared by:



Adam B. Rush, AICP
Community Development Director

Approved by:



Douglas Schulze, City Manager

PC Attachments:

City Council Ordinance No. 1542

Attachment 1

Draft City Council Ordinance

ORDINANCE NO. 1542

**AN ORDINANCE OF THE CITY OF BANNING AMENDING
CHAPTER 17.53 OF TITLE 17 OF THE BANNING
MUNICIPAL CODE TO REDUCE THE SEPARATION
REQUIREMENTS BETWEEN COMMERCIAL CANNABIS
CULTIVATION, MANUFACTURING AND TESTING
LABORATORY USES AND RESIDENTIALLY ZONED
PROPERTY AND AMENDING THE DEFINITION OF
“CANOPY SPACE”, AND MAKING A DETERMINATION
PURSUANT TO CEQA**

WHEREAS, on July 10, 2018, the City Council adopted Ordinance 1523 which added Chapter 17.53 (Cannabis Conditional Use Permits) to the Banning Municipal Code to establish a conditional use permit process for cannabis cultivation, manufacturing and testing laboratory facilities (collectively, “commercial cannabis businesses”); and

WHEREAS, Ordinance 1523 provides that commercial cannabis businesses must be located at least 600-feet away from residentially zoned property; and

WHEREAS, this 600-foot separation requirement from residentially zoned property greatly reduces the number of eligible properties that can be improved with a commercial cannabis business since these commercial cannabis businesses can only be located in the Industrial zone and this zone is directly adjacent to a residential zone; and

WHEREAS, the City has received a number of inquiries pertaining to the calculation of canopy space for cannabis cultivation facilities and seeks to amend the definition of canopy space to clarify the definition and conform with changes in State regulations; and

WHEREAS, on March 13, 2019, the Planning Commission of the City of Banning held a public hearing regarding this Ordinance, at which time all persons interested in the contents of this Ordinance had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing. At the conclusion of the Planning Commission hearing, and after due consideration of the testimony, the Planning Commission adopted Resolution No. 19-97501 recommending that the City Council adopt this Ordinance to reduce the separation requirement between commercial cannabis businesses and residentially zoned property and to amend the definition of canopy space; and

WHEREAS, on April 9, 2019, the City Council of the City of Banning held a public hearing on the proposed Ordinance, at which time all persons interested in this Ordinance had the opportunity and did address the City Council on these matters. Following the receipt of public testimony, the City Council closed the public hearing.

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

Section 1. ENVIRONMENTAL FINDINGS

A. California Environmental Quality Act (CEQA)

The City Council finds and determines that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Ordinance does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Further projects subject to the Ordinance will require a discretionary permit and CEQA review, and will be analyzed at the appropriate time in accordance with CEQA.

The City Council further finds and determines that this Ordinance is exempt from review under the CEQA and the State CEQA Guidelines Section 15061(b)(1) which exempts a project from CEQA if the project is exempt by statute. Business and Professions Code Section 26055(h) provides that Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. Pursuant to that exemption, Chapter 17.53 of the Banning Municipal Code provides that applications for cannabis conditional use permits will be required to include any applicable environmental review pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code. Additionally, the cannabis conditional use permits are subject to discretionary review by both the Planning Commission and the City Council.

The City Council hereby adopts a categorical exemption for this Ordinance and directs staff to file a Notice of Exemption.

B. Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

Section 2. ADDITIONAL REQUIRED FINDINGS

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zoning Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zoning Text Amendment No. 19-97501.

Finding No. 1: Proposed Zone Text Amendment No. 19-97501 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zone Text Amendment No. 19-97501 is consistent with the goals and policies of the General Plan. Commercial cannabis businesses will be paying voter-approved local taxes that will generate money for the City's general fund, and are also anticipated to generate employment opportunities for City residents. Additionally, unregulated commercial cannabis activity can adversely affect the health, safety and well-being of City residents. The unregulated cultivation and processing of cannabis can damage buildings through improper and dangerous electrical alterations and use, and inadequate ventilation leading to mold and mildew. Additionally, unregulated cultivation and processing of cannabis can also lead to an increase in the frequency of robberies and similar crimes. Cannabis cultivation or other concentration of cannabis in any location or premises without adequate regulations increases the risk that surrounding homes or businesses may be negatively impacted. It is in the public interest to regulate cannabis, to allow for responsible and lawful commercial cannabis cultivation, manufacturing, and testing laboratories in the City. With adequate regulation and oversight, these limited categories of commercial cannabis activity are consistent with the following General Plan goals and policies:

Land Use Element:

Industrial Goal

A balanced mix of non-polluting industrial land uses which provide local jobs for the City's residents.

Economic Development Element:

Goal

A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection.

Policy 1

General Plan land use designations and allocations will facilitate a broad range of residential, commercial, industrial and institutional development opportunities.

Policy 2

The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues.

Finding No. 2: Proposed Zone Text Amendment No. 19-97501 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zone Text Amendment No. 19-97501 is consistent with the purpose and objective of the Zoning Ordinance to ensure orderly development of uses and lands within the City to protect the public health, safety, and welfare. The proposed amendments will protect the public health, safety, and welfare of the residents of the City by reasonably regulating cannabis cultivation, manufacturing, and testing laboratory facilities so as to avoid the risks of criminal activity, malodorous smells, degradation of the natural environment, and indoor electrical fire hazards.

Finding No. 3: The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act ("CEQA"), the City Council finds and determines that this Ordinance is not subject to CEQA pursuant to the State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of this Ordinance does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Further projects subject to this Ordinance will require a discretionary permit and CEQA review, and will be analyzed at the appropriate time in accordance with CEQA.

The City Council has analyzed proposed Zone Text Amendment No. 19-97501 and has determined that, pursuant to California Business and Professions Code Section 26055(h), CEQA "does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity", provided that said law, ordinance, rule, or regulations shall include any applicable environmental review pursuant to Division 13 of the Public Resources Code. Pursuant to that exemption, Chapter 17.53 of the Banning Municipal Code provides that applications for cannabis conditional use permits will be required to include any applicable environmental review pursuant to Division 13 (commencing with Section 21000) of the

Public Resources Code. Additionally, the cannabis conditional use permits are subject to discretionary review by both the Planning Commission and the City Council.

Section 3. Code Amendment. The City Council hereby amends Subsection “F” of Section 17.53.010 (Definitions.) of Chapter 17.53 (Cannabis Conditional Use Permits) of Title 17 (Zoning) to revise the definition of “Canopy space” as follows (additions shown in underlined text), with all other provisions of Section 17.53.010 remaining unchanged:

“F. “Canopy space” means the designated areas at a cultivation facility that will contain mature plants at any point in time, as follows:

(1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;

(2) Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, and shelves; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.”

Section 4. Code Amendment. The City Council hereby amends Subsection “D” of Section 17.53.040 (Cannabis Conditional Use Permit Application Requirements.) of Chapter 17.53 (Cannabis Conditional Use Permits) of Title 17 (Zoning) to read as follows (deletions shown in strikethrough text, additions shown in underlined text), with all other provisions of Section 17.53.040 remaining unchanged:

“D. Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including, but not limited to, any use identified in Business and Professions Code section 26054(b), and any park, and any residentially zoned parcel located within 600 feet of the premises. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. The map must be professionally prepared by a licensed civil engineer or architect.”

Section 5. Code Amendment. The City Council hereby amends Subsection “B” of Section 17.53.080 (Premises.) of Chapter 17.53 (Cannabis Conditional Use Permits) of Title 17 (Zoning) to read as follows (deletions shown in strikethrough text, additions shown in underlined text), with all other provisions of Section 17.53.010 remaining unchanged:

“B. No cannabis business shall be located within a 600-foot radius of any ~~residentially zoned property, park, day care center, or youth center, or public or private~~

school providing instruction in kindergarten or any of grades 1-12, that is in existence at the time the cannabis conditional use permit is issued. The 600-foot distance requirement does not include any private school in which education is primarily conducted in a private home or a family day care home. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. Outdoor storage on the premises shall be prohibited.”

Section 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. Savings Clause. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the Banning Municipal Code, committed prior to the effective date hereto, nor be construed as a waiver of any license or penalty or the penal provision applicable to any violation thereof.

Section 8. Publication, Effective Date.

The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute order of the passage and adoption thereof in the records and the proceeding of the City Council at which time the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated.

PASSED, APPROVED and ADOPTED by the City Council of the City of Banning on this 23rd day of April, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning, California

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance No. 154, was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 23rd day of April, 2019, and was duly adopted at a regular meeting of said City Council on the 14th day of May, 2019, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: April 23, 2019

SUBJECT: Consideration and Approval of a Temporary Right of Entry Agreement with Southern California Gas Company

RECOMMENDED ACTION:

Consider adopting Resolution 2019-__, a resolution approving a temporary right of entry to the Southern California Gas Company on City-owned real property.

BACKGROUND:

Following a natural gas pipeline rupture in 2010 in San Bruno, the California Public Utilities Commission required natural gas providers statewide to update various natural gas infrastructure. In response, Southern California Gas Company ("SoCalGas") developed and secured approval of a Pipeline Safety Enhancement Plan to effectively upgrade safety and reliability of its approximately 3,640 miles of natural gas transmission pipelines.

JUSTIFICATION:

SoCalGas maintains natural gas transmission lines that bisect the City from east to west south of Interstate 10. Specifically, the proposed site requested by SoCalGas is situated at the southeast corner on an adjacent, City-owned parcel to the Banning Municipal Airport.

In 2015 and 2017, SoCalGas entered into a similar agreement with similar terms and compensation with the City. The current request is strictly for temporary entry and does not grant a permanent easement. In exchange for the temporary use of a portion of the City-owned parcel, SoCalGas will compensate the City in the amount of \$1,461 (Monthly)

for a total of \$8,764 for up to six months commencing on May 20, 2019. Should the required pipeline work extend past the initial period, SoCalGas will pay the City an additional \$1,461 (Monthly) up to six months until work is completed. The disturbed area will be returned to a reasonably original condition.

FISCAL IMPACT:

By approving the agreement, the Southern California Gas Company will compensate the City \$8,764 for use up to six months. Should entry be required that is longer than six months, a monthly payment of \$1,461 per month will be made to the City up to an additional six months.

Approximately 11% of the project area falls within the Banning Airport Land Plan, thus, funds will be allocated accordingly. Of the \$8,764 payment, \$964 would be allocated to the Airport Enterprise Fund, the remainder \$7,800 will be applied the General fund.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-__
2. Temporary Right of Entry Agreement
3. Proposed Area Site Plan

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION NO. 2019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TEMPORARY RIGHT OF ENTRY AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY ON ASSESSOR'S PARCEL NUMBER 532-130-011 & -012

WHEREAS, the Southern California Gas Company is undergoing a pipeline safety enhancement plan in response to a 2010 natural gas pipeline rupture in San Bruno; and

WHEREAS, the intent of safety enhancement plan is to adopt new safety and reliability regulations for natural gas pipelines, which includes 3,640 miles of transmission pipelines; and

WHEREAS, the Southern California Gas Company maintains a transmission line situated south of Interstate 10 that roughly parallels the interstate; and

WHEREAS, the Southern California Gas Company has requested temporary right of entry and use of City-owned real property situated adjacent and southeast of the current Banning Municipal Airport located at Assessor's Parcel Number 532-130-011 & -012; and

WHEREAS, by granting temporary entry to the Southern California Gas Company, the natural gas transmission lines' safety and reliability may be upgraded.

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

SECTION 1. Resolution No. 2019-__ is approved authorizing a Temporary Right of Entry with Southern California Gas Company.

SECTION 2. If such agreement is not executed by all parties within 60 days from the effective date of this resolution, such authorization shall become void and no effect.

SECTION 3. The City Council authorizes the City Manager to execute Temporary Right of Entry Agreement on behalf of the City of Banning in the form that is approved by the City Attorney.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2019.

Arthur L. Welch, Mayor

City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Temporary Right of Entry

**TEMPORARY RIGHT OF ENTRY AGREEMENT
FOR SOUTHERN CALIFORNIA GAS COMPANY**

This Temporary Right of Entry Agreement ("Agreement") is dated as of this 20th day of March 2019 and is made by and between Southern California Gas Company ("SoCalGas"), a California corporation, and The City of Banning, acting as Agent for the successor in interest to the subject property ("Owner"), the legal owner of the property identified herein.

The Property - Owner is the legal owner of that certain real property located in the County of Riverside, California, more specifically identified as A.P.N. 532-130-011 & 012 (the "Property").

Easement - SoCalGas is the owner of that certain right-of-way recorded as instrument number 8283 on October 18, 1947, in the County Recorder's Office of Riverside County, California ("Easement") which covers a portion of the Property and pursuant to which SoCalGas utilized for a 30" inch pipeline and appurtenances ("Pipeline") under a portion of the Property.

SoCalGas is also the owner of that certain right-of-way recorded as instrument number 32,709 on July 31, 1970 (Parcel 1), in the County Recorder's Office of Riverside County, California ("Easement") which covers a portion of the Property and pursuant to which SoCalGas installed a 30" inch pipeline and appurtenances ("Pipeline") under a portion of the Property.

SoCalGas is also the owner of that certain right-of-way recorded as instrument number 32,709 on July 31, 1970 (Parcel 2), in the County Recorder's Office of Riverside County, California ("Easement") which covers a portion of the Property and pursuant to which SoCalGas installed a 24" inch pipeline and appurtenances ("Pipeline") under a portion of the Property.

SoCalGas is also the owner of that certain right-of-way recorded as instrument number 32,708 on January 8, 1970, in the County Recorder's Office of Riverside County, California ("Easement") which covers a portion of the Property and pursuant to which SoCalGas installed a 36" inch pipeline and appurtenances ("Pipeline") under a portion of the Property.

Temporary Workspace and Work - SoCalGas requests the right to temporarily stage and store construction equipment, construction materials, and supplies, including but not limited to overnight parking of construction equipment, vehicle parking, recycling bins, trash dumpsters; placement/use of office trailers; placement use of storage containers; overnight storage of hydrotest water and associated tanks; and, storage of temporary fencing materials, traffic cones, and other traffic control devices. There may be periodic performance of minor pipe fabrication, welding, bending, alterations and testing. This could include pipe cutting and arc welding performed within local, state, and federal guidelines and requirements for safety and environmental precautions. There may also be placement and/or use of portable toilets with containment and hand washing facilities (the "Work"). SoCalGas requests the right to perform the Work within an area of approximately 132,000 square feet as shown on the attached survey exhibit. This area is referred to hereafter (individually and collectively) as "Temporary Workspace". See the survey exhibit attached hereto and incorporated by reference.

Owner's Consent - Owner grants SoCalGas (including its subcontractors) permission to enter and use the Temporary Workspace for purposes of performing the Work. Work may be conducted by SoCalGas or by its subcontractors during the days and hours permitted by the local governing agency or any applicable permit. If any conflict arises between Work and any other uses of the Property, then SoCalGas and Owner shall work together diligently and in good faith to resolve any such conflicts.

Agency Permitting and Compliance - City, State, and or Federal jurisdictions may require SoCalGas to comply with specific laws applicable to the Work including but not limited to; zoning, hazardous materials, and environmental. The Owner hereby agrees to cooperate with SoCalGas to obtain any permits or file any site plans that may be needed for the duration of SoCalGas' use of the Property. SoCalGas agrees to remain in compliance with all applicable laws, regulations or permitting restrictions and will provide notice and or copies of permits to Owner as required.

Payment and Time Period - After SoCalGas has received the Owner's executed Agreement, and the completed IRS W-9 form, SoCalGas shall pay Owner a total of \$8,764.00 for the use of the Temporary Workspace. Payment shall be sent by SoCalGas' accounting department once the executed documents are received. SoCal Gas (including its subcontractors) shall have access to and use of the Temporary Workspace for a period of six consecutive months, commencing on or about May 20th, 2019 to on or about November 20th, 2019 ("Basic Term"). In the unlikely event SoCal Gas needs extra time on the Temporary Workspace, Owner agrees that SoCal Gas may have additional monthly periods for the sum of \$1,461.00 per month (or portion thereof), not to exceed six additional months.

Restoration - At the completion of the Work, SoCalGas (including through its subcontractors) will restore the Temporary Workspace to as near to its original condition and appearance as is reasonably possible.

Indemnification - SoCalGas shall indemnify, hold harmless and defend Owner and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Owner, SoCalGas or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of SoCalGas or any of its officers, officials, employees, agents, persons under the supervision of SoCalGas, consultants, sub-consultants, engineers, contractors, subcontractors, vendors, suppliers, invitees, or anyone employed directly or indirectly by any of them in the performance of this Agreement.

If SoCalGas should contract or subcontract all or any portion of the work to be performed under this Agreement, SoCalGas shall require each contractor or subcontractor to indemnify, hold harmless and defend Owner and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

It is understood and agreed that SoCalGas maintain insurance policies or self-insurance programs to fund their respective liabilities. SoCalGas agrees that such respective program or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to Owner and each of its officers, officials, employees, agents and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of SoCalGas under this Agreement.

Entire Agreement - This Agreement constitutes the entire agreement between the parties relating to the Work and SoCalGas's entry onto the Property. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force and effect.

Severability - If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

No Waiver - A waiver or a breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

Governing Law - This Agreement shall be governed and construed in accordance with the laws of the State of California. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Recordation - This Agreement shall not be recorded. However, the Owner agrees that upon any transfer of title involving the Property during the period of the Agreement, the Owner shall give written notice of the Agreement to the new owner or transferee and written notice of the transfer to SoCalGas to the address below.

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the date first set forth above.

SoCalGas

City of Banning

Andrew I. Thompson
Land Services Manager
For SoCalGas
555 W. 5th St. GT22P3, Los Angeles, CA 90013

Signature

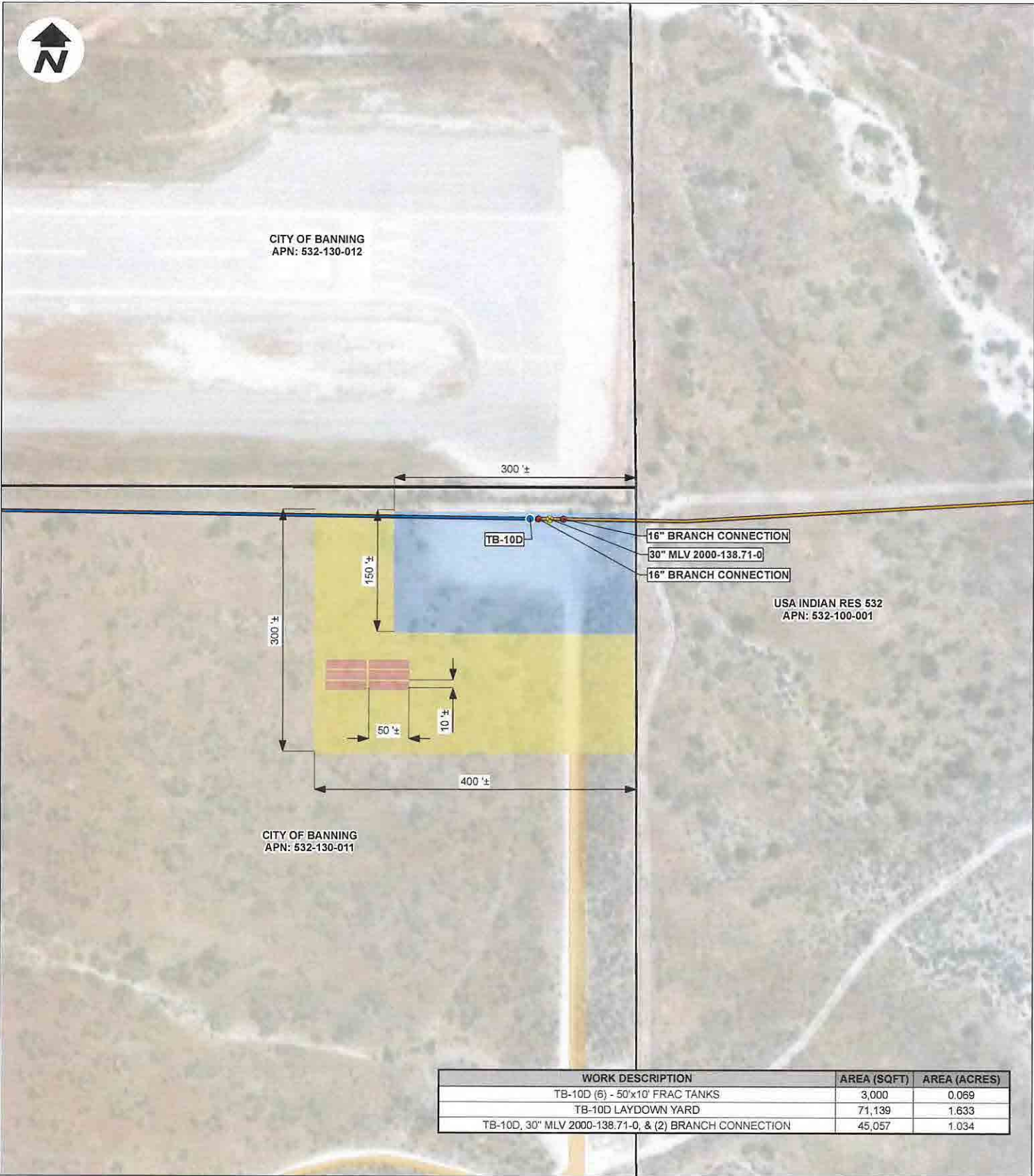
Name and Title

Date: _____

Date: _____

ATTACHMENT 3

Proposed Site Plans (2)



WORK DESCRIPTION	AREA (SQFT)	AREA (ACRES)
TB-10D (6) - 50'x10' FRAC TANKS	3,000	0.069
TB-10D LAYDOWN YARD	71,139	1.633
TB-10D, 30" MLV 2000-138.71-0, & (2) BRANCH CONNECTION	45,057	1.034

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SPEC SERVICES
SPEC Services, Inc.
10540 Talbert Ave., Suite 100 East
Fountain Valley, CA 92708
(714) 953-6077

OWNER: CITY OF BANNING
APN: 532-130-011

- BRANCH CONNECTION

—

 L-2000-C TEST SECTION

●

 MLV

—

 L-2000-D

●

 TEST BREAK
- LAYDOWN YARD

TANK

WORKSPACE

ACCESS ROAD

PARCEL LINE



Southern California Gas Company

L-2000-C HYDROTEST PHASE 2
LAND SERVICES:
TB-10D, (2) BRANCH CONNECTIONS, 30" MLV 2000-138.71-0, TB-10D LAYDOWN YARD, & TB-10D (6) - 50'x10' FRAC TANKS

SCALE	DIST.	SHEET	DRAWING	REV.
1" = 80'			6177-535-C-SKT	A

EXHIBIT



WORK DESCRIPTION	AREA (SQFT)	AREA (ACRES)
TB-11D (532-130-012)	12,000	0.275

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SPEC SERVICES
SPEC Services, Inc.
10540 Talbert Ave., Suite 100 East
Fountain Valley, CA 92708
(714) 953-8077

OWNER: CITY OF BANNING
APN: 532-130-012

- TEST BREAK
- L-2000-C TEST SECTION
- L-2000-D
- WORKSPACE
- OTHER WORK AREA
- ACCESS ROAD
- PARCEL LINE
- R/W LINE



Southern California Gas Company

L-2000-C HYDROTEST PHASE 2
LAND SERVICES
TB-11

SCALE	UNIT	CLASS	DRAWING	REV.
1" = 80'			6177-536-C-SKT	A

EXHIBIT

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: April 23, 2019

SUBJECT: Resolution, Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2019/2020, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2019-____

1. That the City Council adopt Resolution No. 2019-____, Declaring the Intention to Levy and Collect Assessments, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1.
2. Authorizing the City Clerk to certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990 ordering the formation of Landscape Maintenance District No. 1, ("the District"). An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. A map displaying the District is attached. On February 26, 2019 the City Council approved Resolution No. 2019-24, initiating proceedings for the fiscal year update of LMD No.1. The District, by special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part as private development projects and all of which are located in the

public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value.

Adoption of this Resolution will accomplish three goals for the fiscal year update and renewal of LMD No. 1. First, it provides the resolution of intention to levy and collect assessments; second, it permits the City Council to review and approve the Engineer's Report; and third, it sets the date and time for a public hearing. Subsequent to the approval of this Resolution, the City Council will be requested to confirm the assessments for Fiscal Year 2019/20.

The Engineer's Report, reflecting the detail of proposed assessments, was forwarded to the City Council under a separate cover and is on file with the City Clerk. Upon approval of this resolution, the public hearing will be held at the regularly scheduled City Council meeting on May 28, 2019, at 5:00 p.m., as shown in the attached schedule, Attachment 3. A detailed list of tracts in LMD No. 1 and their respective assessments is shown as Attachment 4.

For Fiscal Year 2019/2020, the Engineer's Report does reflect a Consumer Price Index (CPI) percentage increase of 2.7% on the assessments over the last fiscal year applied only to those tracts annexed into LMD No.1 (currently six built tracts) in 2005, at which time, those property owners authorized the CPI adjustment. This increase is primarily due to the fact that water utility costs will increase as some of the water meters were charged the municipal rate instead of the retail rate. All LMD water accounts will now be charged the retail rate resulting in much higher utility costs.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District (LMD) No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of this Resolution will enable the Director of Public Works/City Engineer to assess the property owners located within LMD No. 1 to provide for the funding required to maintain landscape areas located within the public right-of-way directly benefiting said property owners.

FISCAL IMPACT:

Based on the proposed assessments, the estimated revenues for Fiscal Year 2019/20 for LMD No. 1 will be approximately \$139,226, with the 2.7% CPI increase applied to the existing tracts annexed into the LMD in 2005, all within Zone D. If approved, the annual assessment for a single-family dwelling in Zone D would increase from the current rate of \$204.85, to \$210.38.

The estimated expenses are \$151,000, a shortfall of approximately \$12,000 which will be covered by the fund balance, currently at \$298,151. The increase in expenses next Fiscal Year is due to the change in water rates from municipal to retail.

The assessment revenues will fund the landscape maintenance contract, electric and water utility costs and miscellaneous costs (additional planting materials and irrigation repairs, County Assessor's Roll charge, Advertisement, etc.).

A professional services contract was awarded to Webb Municipal Finance at the April 9, 2019 City Council meeting. They will analyze the existing LMD No. 1 structure, prepare a financial analysis, determine the proper zones and assessment amounts for each tract in order to assure the LMD No.1 is operated with a balanced budget.

ALTERNATIVES:

1. Reject Resolution No. 2019-____, which would result in staff not continuing with the process of assessing the homeowners and properties within LMD No. 1 a fee to pay for operation and maintenance costs. Expenses funded by the fee currently include the landscape maintenance contractor, utility costs (water and electric), miscellaneous costs (irrigation repair, flower, shrubs and tree replacement, etc.), and minor incidentals. Without an assessment, other funding sources will have to be utilized to pay for the expenses related to the operation and maintenance of LMD No.1.
2. Reject Resolution 2019-____ and provide direction to staff.

ATTACHMENTS:

1. Resolution No. 2019-____
2. LMD No. 1 Map for FY 2019/20
3. Tentative Schedule for Updating LMD No. 1
4. LMD No. 1 Assessments

Approved by:



Doug Schulze
City Manager

ATTACHMENT 1

(Resolution No. 2019-____)

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DECLARING THE INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020, APPROVING THE ENGINEER'S REPORT, AND SETTING THE DATE FOR THE PUBLIC HEARING FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, at its regularly scheduled meeting on August 14, 1990, the City Council of the City of Banning (City Council) adopted Resolution No. 1990-59, authorizing the formation of Landscape Maintenance District No. 1 (LMD No. 1); and

WHEREAS, at its regularly scheduled meeting on May 10, 2005, the City Council adopted Resolution No. 2005-36, ordering the annexation of an additional five tracts and three tentative tracts to the City's LMD No. 1; and

WHEREAS, at its regularly scheduled meeting on February 26, 2019 the City Council adopted Resolution No. 2019-24, initiating proceedings for the fiscal year renewal of LMD No. 1 pursuant to the "Landscaping and Lighting Act of 1972," Part 2 (commencing with Sec. 22500) of Division 15 of the Streets and Highways code, for the operation, maintenance and servicing of landscape medians, parkways, perimeter strips and slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities and all appurtenant facilities related thereto; and

WHEREAS, by said Resolution the City Council ordered the City Engineer to prepare and file a report with the City Clerk in accordance with Article 4 (commencing with Sec. 22565) of Chapter 1 of Part 2 of Division 15 of the Streets and Highways code; and

WHEREAS, the City Engineer has filed such report with the City Clerk, and such report has been presented to and considered by the City Council; and

WHEREAS, it is essential that the City Council adopt Resolution No. 2019-_____ so that the City may assess and collect assessments from the property owners located within LMD No. 1; and

WHEREAS, the City Council hereby finds that the funding for LMD No. 1 is available through a special assessment of property owners located within the District.

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

SECTION 1. That the City Council hereby declares its intention to levy and collect assessments within LMD No. 1 for the Fiscal Year 2019/20 pursuant to the

“Landscaping and Lighting Act of 1972.” The area to be assessed is located in the City of Banning, Riverside County. The boundaries of LMD No. 1 are described in Attachment “2”, and are on file in the Office of the City Clerk and City Engineer.

SECTION 2. That the purpose of LMD No. 1 is for the maintenance and servicing of landscape medians and parkways, perimeter strips and backup walls, landscaped hillsides with high visibility, side slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities.

SECTION 3. That the Engineer’s Report, which is on file with the City Clerk and considered by the City Council at the meeting at which this Resolution has been adopted, is hereby approved and considered final. All interested persons are referred to that report for a full and detailed description of the work, the boundaries of the proposed assessment district, and the proposed assessments upon assessable lots and parcels of land within LMD No. 1.

SECTION 4. That the deputy City Clerk shall give notice of the time and place of said public hearing by advertising a copy of the resolution once in the local newspaper and provide a posted notice not less than ten (10) days before the date of the hearing.

SECTION 5. That on Tuesday, May 28, 2019, at the hour of 5:00 p.m., during the course of its regularly scheduled meeting, the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at Banning City Hall, 99 E. Ramsey Street, Banning, California.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, ADOPTED AND APPROVED this 23rd day of April, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

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CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-_____ was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 23rd of April, 2019.

AYES:

NOES:

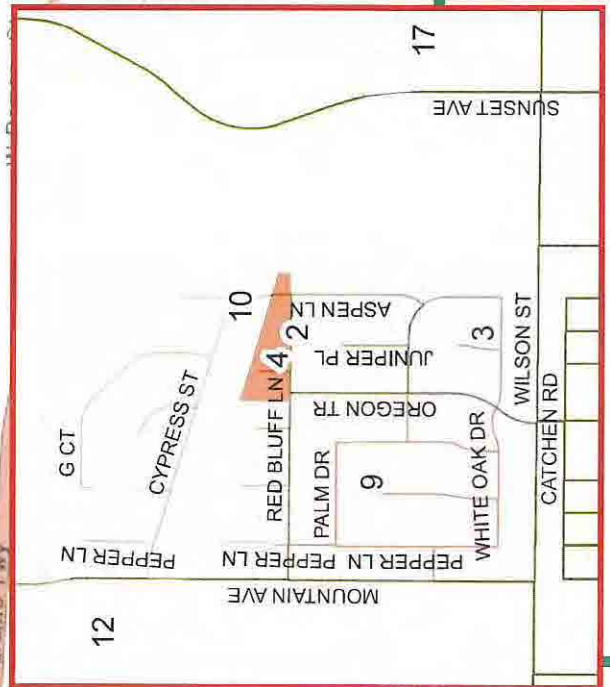
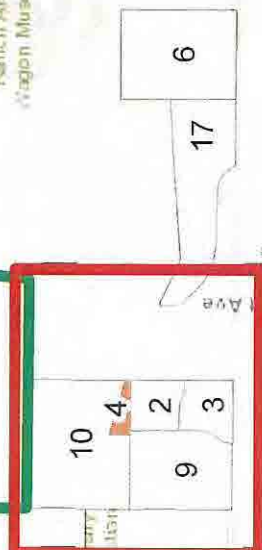
ABSENT:

ABSTAIN:

Daryl Betancur, Deputy City Clerk
City of Banning
Banning, California

ATTACHMENT 2

(LMD No. 1 Map for FY 2019/2020)



ATTACHMENT 3

(Tentative Schedule for Updating Landscape Maintenance District No. 1)

Tentative Schedule for Updating Landscape Maintenance District No. 1

Item	Council Meeting
Resolution Initiating Update	February 26, 2019
Resolution of Intention (Approving Engineer's Report)	April 23, 2019
Resolution Confirming Assessment (Public Hearing)	May 28, 2019

ATTACHMENT 4

**(Landscape Maintenance District No. 1 Tracts and Assessments for
Fiscal Year 2019/2020)**

**Landscape Maintenance District No. 1 Tracts and Assessments for
Fiscal Year 2019/2020**

Tract No.	No. of AU	Zone	Proposed Cost/AU (FY 2019/20)
22810	43	A	\$108.90
22811	39	A	\$108.90
22913	9	A	\$108.90
21882	134	B	\$113.31
23446	138	B	\$113.31
29721	21	B	\$113.31
30186	107	B	\$113.31
30222	121	B	\$113.31
32109	38	B	\$113.31
23598	97	C	\$98.91
Tentative 36939	(98)	C	\$98.91
28252	70	D	\$210.38
30793	43	D	\$210.38
31833	17	D	\$210.38
31834	18	D	\$210.38
31835	33	D	\$210.38
30906*	87	D	\$210.38
Total	1,015		\$139,226.30

AU= Assessment Unit

(#) = Tract not yet completed or will not be accepted into the Landscape Maintenance District during the next Fiscal Year. Not included in total AU.

*Tract No. 30906 has a total of 303 AU; therefore, a total of 216 remain.

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

MEETING DATE: April 23, 2019

SUBJECT: Funding Agreement for Economic and Business Development Services with Banning Chamber of Commerce

RECOMMENDED ACTION:

Authorize the City Manager to execute the Funding Agreement for Economic and Business Development Services between the City and the Banning Chamber of Commerce.

BACKGROUND:

During the April 9, 2019 City Council meeting, the City Council unanimously supported a proposed agreement between the Banning Chamber of Commerce and City of Banning for services to be provided by the Chamber to the City. The final agreement has been prepared as directed by the City Council and is presented for consideration.

An active Chamber of Commerce can provide numerous benefits to a local economy through business attraction, business retention and tourism activities. The reorganized Banning Chamber of Commerce has developed a broad scope of goals and priorities that its Board of Directors and membership want to accomplish.

It is not uncommon for local governments to provide financial assistance to local non-profit organizations that are involved in providing services to the community. This is especially true if the non-profit organization is capable of assisting with accomplishment of the local government's goals and priorities. In fact, non-profits can, in some cases, deliver services more cost effectively than local government because of the heavy reliance on volunteers.

The proposal from the Banning Chamber of Commerce seeks to establish a partnership between the City of Banning and the Banning Chamber of Commerce for the purpose of providing a range of business development and tourism related events and activities.

FISCAL IMPACT:

This agreement would require a budget adjustment. Fiscal impact of this item is \$5,000 for Fiscal Year 2018/2019 and \$23,000 annually for FY 2019/2020, FY 2020/2021 and FY 2021/2022.

ATTACHMENTS:

1. Final Funding Agreement between the City of Banning and the Banning Chamber of Commerce for Economic and Business Development Services.

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Funding Agreement between the City of Banning and the Banning Chamber of Commerce for Economic and Business Development Services

**FUNDING AGREEMENT BETWEEN THE CITY OF BANNING
AND THE BANNING CHAMBER OF COMMERCE FOR
ECONOMIC AND BUSINESS DEVELOPMENT SERVICES**

THIS FUNDING AGREEMENT ("Agreement") is made and effective this 23rd day of April, 2019, by and between the City of Banning, a municipal corporation ("City"), and the Banning Chamber of Commerce, a California non-profit corporation ("Chamber") (collectively, the "Parties"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS

This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

- a. City is desirous of promoting its advantages as a business, industrial, tourist and resident center; disseminating information relative thereto, and of properly following up and giving consideration to inquiries made relative to various City activities, and its possibilities as such to residential, industrial, tourist and business interests.
- b. Chamber has special knowledge, experience and facilities for dissemination of information; and is organized for and equipped to carry on promotional activities on City's behalf; and to publicize and exploit its advantages.
- c. Such activities are recognized by law as being in the public interest and serving public purpose.

2. TERM

This Agreement shall commence on May 1, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

3. CONSIDERATION/PAYMENT

- a. City shall provide Economic Development Funding valued at an amount not to exceed Five Thousand Dollars and No Cents (\$5,000.00), for fiscal year 2018 – 2019 and Twenty-Three Thousand Dollars and No Cents (\$23,000.00), for the remaining two years, for a total amount of Fifty-One Thousand Dollars and No Cents (\$51,000.00) for the total term of this agreement; which will be allocated to pay for services and tasks described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. Chamber shall

complete the tasks according to the schedule of performance which is set forth in Exhibit "B".

- b. Chamber shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Chamber shall be compensated for any additional services in the amounts and in the manner agreed to by City Manager and Chamber at time City's written authorization is given to Chamber for the performance of said services.
- c. Chamber will submit a quarterly invoice for actual services performed. Payment shall be made within thirty (30) calendar days of receipt of the invoice.

4. PERFORMANCE

Chamber shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. Chamber shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Chamber hereunder in meeting its obligations under this Agreement.

5. INDEMNIFICATION

Chamber agrees to defend, indemnify, protect and hold harmless City, and its officers, officials, employees, and volunteers, from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which City, its officers, agents, employees, or volunteers, may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Chamber's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of City's negligence.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion thereof, by serving upon Chamber at least thirty (30) calendar days' prior written notice. Upon receipt of said notice, Chamber shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement such suspension or termination shall make void or invalidate the remainder of this Agreement.

- b. In the event this Agreement is terminated pursuant to this Section, City shall pay to Chamber the actual value of the work performed up to the time of termination, provided that the work performed is of value to City. Upon termination of the Agreement pursuant to this Section, Chamber will submit an invoice to City, pursuant to Section entitled "CONSIDERATION/PAYMENT" herein.

7. DEFAULT OF CONSULTANT

- a. Chamber's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Chamber is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Chamber for any work performed after the date of default and can terminate this Agreement immediately by written notice to Chamber. If such failure by Chamber to make progress in the performance of work hereunder arises out of causes beyond Chamber's control, and without fault or negligence of Chamber, it shall not be considered a default.
- b. If the City Manager or his/her designee determines that Chamber is in default in the performance of any of the terms or conditions of this Agreement, he/she shall serve Chamber with written notice of the default. Chamber shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Chamber fails to cure its default within such period of time, City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

- a. Chamber shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Chamber shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Chamber shall provide free access to City's representatives or its designees at reasonable times to such books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such

records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become City's sole property and may be used, reused, or otherwise disposed of by City without the permission of Chamber. With respect to computer files containing data generated for the work, Chamber shall make available to City, upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INSURANCE

Chamber shall secure and maintain from a State of California admitted insurance company, pay for and maintain in full force and effect for the duration of this Agreement an insurance policy of comprehensive general liability against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by **May 1, 2019**, by its agents, representatives, or employees.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
 - ii. Insurance Services Office Business Auto Coverage form No. 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Recipient owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - iii. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Recipient has no employees while performing under this Agreement, worker's compensation insurance is not required, but Chamber shall execute a declaration that it has no employees.
- b. Minimum Limits of Insurance. Chamber shall maintain limits no less than:
 - i. General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.
 - iii. Worker's Compensation as required by the State of California; Employer's Liability: One million (\$1,000,000) per accident for bodily injury or disease.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000.00).
- d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The City of Banning, and its officers, officials, employees, and volunteers, are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of Chamber; products and completed operations of Chamber; premises owned, occupied or used by Chamber; or automobiles owned, leased, hired or borrowed by Chamber. The coverage shall contain no special limitations on the scope of protection afforded to City, and its officers, officials, employees, or volunteers.
 - ii. For any claims related to this project, Chamber's insurance coverage shall be primary insurance as respects City, and its officers, officials, employees, or volunteers. Any insurance or self-insured maintained by City, and its officers, officials, employees, or volunteers, shall be excess of Chamber's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its officers, officials, employees, or volunteers.
 - iv. Chamber's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City.
- vi. If insurance coverage is canceled or, reduced in coverage or in limits Chamber shall within two (2) business days of notice from insurer phone, fax, and/or notify City via certified mail, return receipt requested of the changes to or cancellation of the policy.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A:VII or better, unless otherwise acceptable to City. Self-insurance shall not be considered to comply with these insurance requirements.
- f. Verification of Coverage. Chamber shall furnish City with original endorsements effecting coverage required by this Section 9. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by City. All endorsements are to be received and approved by City before services commence. As an alternative to City's forms, Chamber's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section 9.

10. GOVERNING LAW

City and Chamber understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over City. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted.

11. LEGAL RESPONSIBILITIES

Chamber shall keep itself informed of all local, state and federal ordinances, laws, and regulations that in any manner affect those employed by it or in any way affect the

performance of its services pursuant to this Agreement. Chamber shall at all times observe and comply with all such ordinances, laws, and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Chamber to comply with this Section.

12. ASSIGNMENT

Chamber shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by Notice:

Mailing Address: City of Banning
Attn: City Manager
99 E. Ramsey Street
Banning, CA 92220

To Recipient: Banning Chamber of Commerce
Attn: President
60 E. Ramsey Street
Banning, CA 92220

14. INDEPENDENT CONTRACTOR

- a. Chamber shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Chamber shall at all times be under Chamber's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Chamber or any of Chamber's officers, employees, or agents except as set forth in this Agreement. Chamber shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Chamber shall not incur or

have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- b. No employee benefits shall be available to Chamber in connection with the performance of this Agreement. Except for the fees paid to Chamber as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to Chamber for injury or sickness arising out of performing services hereunder.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

16. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Chamber warrants and represents that he or she has the authority to execute this Agreement on behalf of Chamber and has the authority to bind Chamber to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BANNING

Banning Chamber of Commerce

By: _____
Douglas Schulze, City Manager

By: _____
Robert Ybarra, President

ATTEST:

By: _____
Daryl Betancur, Deputy City Clerk

By: _____
Arthur Cabral, Secretary

APPROVED AS TO FORM:

By: _____
Kevin Ennis, City Attorney

By: _____

EXHIBIT "A"

SERVICES TO BE PROVIDED TO THE CITY OF BANNING FOR SPONSORSHIP

Chamber shall undertake, during the term of this Agreement, to carry on promotional activities on City's behalf , and to particularly render the following services:

1. On a biennial (every other year) basis, create and produce full-color City map to be distributed at Chamber offices and City Hall. To be paid for by advertisements. Chamber will complete new map during the term of this Agreement with delivery to City and available to the public by October 1, 2019.
2. Collaborate with City to coordinate and host annual "State of the City Address." Chamber will assist City in producing a professional visual presentation – PowerPoint for the State of the City Address. Chamber shall provide signage, prior to and for the State of the City, including notification leading to event and announcements.
3. Chamber will provide support, when given ample notice, to City Special Events including, but not limited to, City's Annual Birthday Celebration, Stagecoach Days, Phineas Christmas Tree Festival of Lights Event, and Cool Summer Nights. Chamber will provide labor and resources to support and assist with production and delivery of the four events listed above.
4. Chamber will recognize City as a "Chamber of Commerce Board member" and provide similar benefits to City including, but not limited to, advertising and representation. A non-elected City Official will hold a Board of Directors position as an Ex-Officio, non-voting member of the Chamber Board and be listed as a Board Member on all Chamber publications.
5. Chamber will conduct quarterly "Business Leaders Roundtable" discussions. Roundtable discussions will invite business leaders from various industry sectors to meet with City officials for the purpose of discussing business needs and issues associated with City's General Plan, policies, and other City services. Chamber will organize and produce the "Business Leaders Roundtable."
6. Chamber will partner with the City Manager's Office to visit up to 20 existing businesses to determine business climate and needs. Chamber will organize and schedule at least four (4) business visitations per quarter (sixteen annually). Businesses to be interviewed will be coordinated and approved by City in advance.

7. Chamber will conduct at least one (1) Business Exposition annually within the City limits of Banning focused on the Pass area and promote the Exposition to all businesses and the community. All businesses, members and non-members of Chamber will be invited to display.
8. Chamber will continue to promote City by holding quarterly breakfast meetings for members. City will be identified as a sponsor of one of the meetings and be given time as a host speaker to update the attendees on City projects, events, and programs.
9. Chamber will promote City as well as Chamber through press releases, news stories to media, attending City Council meetings, and general public relations efforts to support City and Chamber.
10. Chamber will maintain a link on its home page that takes visitors directly to www.banningca.gov (City web page).

EXHIBIT “B”

PAYMENT RATE AND SCHEDULE

That in consideration of the promotional activities and services performed by the Chamber for City , as set forth in Exhibit “A” hereof, City hereby agrees to pay Chamber, during the term of this Agreement, the sum of not to exceed Five Thousand Dollars and No Cents (\$5,000.00) for fiscal year 2018 – 2019 and Twenty-Three Thousand Dollars and No Cents (\$23,000.00) for the remaining two years; for a total amount of Fifty-One Thousand Dollars and No Cents (\$51,000.00) for the total term of this Agreement.

Deliverable	Budget	Quarter 1	Quarter 2	Quarter 3	Quarter 4
		7/1 to 9/30	10/1 to 12/31	1/1 to 3/31	4/1 to 6/30
1	\$2,500	\$2,500	\$0	\$0	\$0
2	\$2,500	\$0	\$2,500	\$0	\$0
3	\$8,000	\$2,000	\$2,000	\$2,000	\$2,000
4	\$0	\$0	\$0	\$0	\$0
5	\$2,500	\$625	\$625	\$625	\$625
6	\$2,500	\$625	\$625	\$625	\$625
7	\$3,000	\$0	\$0	\$1,500	\$1,500
8	\$2,000	\$500	\$500	\$500	\$500
9	\$0	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0	\$0
Total	\$23,000	\$6,250	\$6,250	\$5,250	\$5,250

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AGENDA ITEM NO. VII, PUBLIC HEARING (1)

RESOLUTION NO. 2019-03

GENERAL PLAN AMENDMENT NO. 18-2501

ORDINANCE NO. 1541

(AKA LAWRENCE EQUIPMENT)

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Adam Rush, Community Development Director
Sandra Calderon, Development Project Coordinator

MEETING DATE: April 23, 2019

SUBJECT: Discuss and Consider Approving a twelve (12) month extension for Tentative Parcel Map 33326 located generally north of Sun Lakes Boulevard and east of Highland Springs Avenue; APN 419-140-057 granting the requested twelve (12) month extension.

RECOMMENDED ACTION:

That the City Council Adopt Resolution 2019-__

1. Conduct a Public Hearing on the extension of time for Tentative Parcel Map 33326; and
2. Approve a twelve (12) month extension of time for Tentative Parcel Map 33326.

JUSTIFICATION:

The property owner is currently marketing to development partners with the intent to develop a commercial center and requests the extension to allow for additional time for further planning and processing of final engineering and improvement plans.

After approval of a tentative subdivision map, actions typically required to be completed by a property owner prior to final map approval include development of rough and precise grading plans, water and wastewater plans, stormwater pollution prevention plans, water quality management plans, final soils and hydrology reports, street improvement plans, and bonding for required

improvements, along with completion of applicable map and environmental mitigation measures.

In accordance with California Government Code (CGC) Section 66452.6 (a) (1), the approval of a Tentative Map shall expire 24 months after it is approved. CGC Section 66452.6 (e) allows for extensions of time for approved tentative tract maps if an application for extension is submitted prior to its expiration. Tentative tract maps may be extended for a period or periods not exceeding a total of six years. Therefore, an approved tentative tract map may remain active for a total of eight years before expiring. Additional extensions of time may result from the filing of a final map for part of the property, or for acts of the State Legislature known as automatic "Legislative Extensions"; which has occurred pursuant to three separate legislative actions, passed by the state legislator and signed by the Governor.

BACKGROUND:

On March 28, 2006, by adoption of Resolution 2006-37, the City Council approved Tentative Parcel Map 33326 to allow the subdivision of the approximately 47.1 acre site into 14 Commercial Parcels ranging in size from 1.3 to 5.5 acres. The approval provided the applicant two (2) years in which to record the map (until March 2008).

In April 8, 2008, the City Council approved the first twelve (12) month extension of time for Tentative Parcel Map 33326 by adoption of Resolution 2008-38. Therefore, said tentative parcel map's new expiration date was March 28, 2009.

Actions by the State Legislature, specifically SB 1185, AB 333, AB 208, and AB 116, extended TPM 33326 until March 28, 2016.

On March 22, 2016, the City Council approved the second twelve (12) month extension of time for Tentative Parcel Map 33326 by adoption of Resolution 2016-17. Therefore, said tentative parcel map's next expiration date was March 28, 2017.

On March 14, 2017, The City Council approved the third twelve (12) month extension of time for Tentative Parcel Map 33326 by adoption of Resolution 2017-29. Therefore, said tentative parcel map's next expiration date is March 28, 2018.

On March 13, 2018, the City Council approved the fourth twelve (12) month extension of time for Tentative Parcel Map 33326 by adoption of Resolution 2018-26. Therefore, said tentative parcel map's next (current) expiration date is March 28, 2019.

If approved, this would grant the fifth extension and will require the project proponent to record the subdivision map by March 28, 2020. Alternately, the applicant could request approval for an additional year of extension.

FISCAL IMPACT:

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

PUBLIC COMMUNICATION:

The proposed Tentative Map Extension was advertised in the Record Gazette newspaper on April 12, 2019. 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 2019-__
2. Tentative Parcel Map 33326
3. Resolution 2006-37 dated March 28, 2006 (original approval), Resolution 2008-38 (First Extension), Resolution 2016-17 (Second Extension), Resolution 2017-29 (Third Extension), and Resolution 2018-38 (Fourth Extension)
4. Public Hearing Notice

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BANNING, CALIFORNIA, APPROVING A TWELVE (12)
MONTH EXTENSION FOR TENTATIVE PARCEL MAP
33326 (TPM 33326)**

WHEREAS, an application for time extension for Tentative Parcel Map 33326 has been duly filed by:

Project Applicant: Banning 47, LLC
Project Location: Generally located at the north of Sun Lakes Boulevard, east of Highland Springs Avenue.
APN: 419-140-057
Project Area: 47.1 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 March 28, 2006, by adoption of Resolution 2006-37 the City Council of the City of Banning approved Tentative Parcel Map 3326 to allow the subdivision of approximately 47.1 acre site into 14 commercial parcels ranging in size from 1.3 to 5.5 acres; and

WHEREAS, on April 8, 2008, by adoption of Resolution 2008-38 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326 ; and

WHEREAS, Actions by the State Legislature specifically SB 1185, AB 333, AB 208 and AB 116 extended Tentative Tract Map No. 33013 to March 28, 2016; and

WHEREAS, on March 22, 2016, by adoption of Resolution 2016-17 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326.

WHEREAS, on March 14, 2017, by adoption of Resolution 2017-29 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326.

WHEREAS, on March 13, 2018, by adoption of Resolution 2018-26 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Banning hereby approve an additional twelve (12) month extension of time for Tentative Parcel Map 33326 in accordance with Government Code Section 66452.6. Therefore, said Tentative Parcel Map shall expire March 28, 2020.

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.

SECTION 1. The City Clerk shall certify as to the adoption of this resolution and shall cause a certified copy to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2019.

Arthur L. Welch, Mayor
City of Banning, California

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

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

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning, California

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-__ was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 23rd day of April 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Tentative Parcel Map 33326

ATTACHMENT 3

Resolution 2006-37 (Original Approval),
Resolution 2008-38 (First Extension),
Resolution 2016-17 (Second Extension),
Resolution 2017-29 (Third Extension)
Resolution 2018-38 (Fourth Extension)

RESOLUTION NO. 2006-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING TENTATIVE PARCEL MAP NO. 33326 PERTAINING TO APPROXIMATELY 47.1 ACRES INTO 14 COMMERCIAL PARCELS AND THREE LETTERED LOTS FOR STREETS GENERALLY LOCATED ON SUN LAKES BOULEVARD, APPROXIMATELY 750 FEET EAST OF HIGHLAND SPRINGS AVENUE. APN: 419-140-057.

WHEREAS, an application for Lot Split 05-401 for TPM 33326, for a 14 lot subdivision in the Sun Lakes Specific Plan area has been duly filed by:

Applicant / Owner:	Silverstone Development
Authorized Agent:	Tim Hamilton
Project Location:	North of Sun Lakes Boulevard, east of Highland Springs Avenue
APN Number:	419-140-057
Lot Area:	47.1 Acres

WHEREAS, the Municipal Code allows for the subdivision of approximately 47.1 acres within the Sun Lakes Specific Plan area into 14 Commercial Parcels ranging in size from 1.3 to 5.5 acres in size subject to the approval of a Lot Split application; and

WHEREAS, on March 17, 2006, the City gave public notice as required under Government Code Section 66451.3 by mailing to property owners within 300 feet of the site and advertising in the Record Gazette newspaper of the holding of a public hearing at which the project would be considered; and

WHEREAS, in accordance with Government Code Section 66452.3, the City has provided the applicant with a copy of the Planning Department's report and recommendation to the City Council at least three (3) days prior to the below referenced noticed public hearing; and

WHEREAS, on March 28, 2006, the City Council of the City of Banning held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Parcel Map and at which the City Council considered the Tentative Parcel Map;

WHEREAS, at this public hearing on March 28, 2006, the City Council of the City of Banning considered and heard public comments on approval of a Mitigated Negative Declaration and Monitoring Program for the project by Resolution No. 2006-08.

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine and order as follows:

SECTION 1: ENVIRONMENTAL FINDINGS.

The City Council, in light of the whole record before it, including, but not limited to, the City's local CEQA Guidelines, the recommendation of the Community Development Director, as provided in the Staff Report Dated March 28, 2006 and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. **CEQA:** The approval of Tentative Parcel Map 33326 is in compliance with the requirements of the California Environmental Quality Act ("CEQA"), in that on March 28, 2006, at a duly noticed public hearing, the City Council of the City of Banning approved and adopted a Mitigated Negative Declaration and Mitigation monitoring Program reflecting its independent judgment and analysis and documenting that there was no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City's environmental review for the project are on file and available for public review at Banning City Hall, 99 E. Ramsey Street, Banning, California 92220.
2. **Wildlife Resources:** Pursuant to Title 14, California Code of Regulations Section 753.5(c), the City Council 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 City Council 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.

SECTION 2: MAP ACT FINDINGS.

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

Finding 1:

Tentative Parcel Map 33326 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 General Commercial (Specific Plan). General Commercial allows a variety of commercial land uses. Specifically, General Plan Commercial Goal indicates the commercial uses increase the City's revenues, and provide a range of employment opportunities. The proposed map will result in the development of 14 commercial parcels, which will eventually accommodate various commercial land uses. Although the applicant is not proposing to develop the lots, the Specific Plan land use designations will ensure that the development of the parcels is consistent with the General Plan's land use designation.

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 33326 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 33326, in that:

Fact:

The site is generally flat and rectangular in shape and 47.1 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 commercial development. There is a commercial development immediately adjacent to the project site.

Finding 4:

The site is physically suitable for the density of development proposed under Tentative Parcel Map 33326, in that:

Fact:

The site is generally rectangular and flat in shape and consists of 47.1 acres in size and suitable for commercial development. The subdivision has been designed to accommodate the development of a variety of commercial parcels ranging in size from 1.3 to 5.5 acres in size. There are no density ranges provided in the Land Use Element of the City's General Plan.

Finding 5:

The design of the subdivision and improvements proposed under Tentative Parcel Map 33326 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat in that:

Fact:

The site is currently vacant and does not contain any significant vegetation or habitat for wildlife. There is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex; similar bodies of water or conditions suitable for forming such bodies of water exist on site. This determination is based on information contained in the Initial Study/Environmental Checklist and Mitigated Negative Declaration. In addition, this project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

Finding 6:

The design of the subdivision and improvements proposed under Tentative Parcel Map 33326, is not likely to cause serious public health problems in that:

Fact:

The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to stormwater runoff management and controls. In addition, the design and construction of all improvements for the subdivision have been conditioned to be in conformance with adopted City Street and public works standards. The city's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and

welfare. Finally, the proposed street through the subdivision will improve emergency vehicular access in the immediate area.

Finding 7:

The design of the subdivision and improvements proposed under Tentative Parcel Map 33326, 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.

Finding 8:

The design of the subdivision proposed for Tentative Parcel Map 33326 adequately provides for future passive or natural heating and cooling opportunities in the subdivision in that:

Fact:

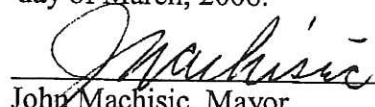
The proposed layout has taken into consideration the local climate and the existing contours and its surroundings because the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit the future orientation of structures in an east-west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

SECTION 3. CITY COUNCIL ACTIONS.

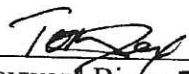
The City Council hereby takes the following actions:

1. **Approval of Tentative Parcel Map.** Recommends approval of Tentative Parcel Map 33326 subject to the Conditions of Approval attached hereto and incorporated here in by reference as Exhibit "1".

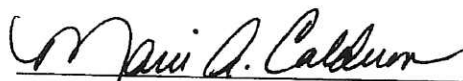
PASSED, APPROVED AND ADOPTED this 28th day of March, 2006.


John Machisic, Mayor
City of Banning City Council

APPROVED AS TO FORM AND
LEGAL CONTENT:


Julie Hayward Biggs, Thomas D. Jay
Deputy City Attorney

ATTEST:


Marie A. Calderon, City Clerk

CERTIFICATION:


I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2006-37, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of March 2006, by the following vote, to wit:

AYES: Councilmembers Hanna, Palmer, Welch, Mayor Machisic

NOES: Councilmember Salas

ABSENT: None

ABSTAIN: None


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

CONDITIONS OF APPROVAL
TENTATIVE PARCEL MAP 33326

PLANNING DEPARTMENT:

1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.
2. The Approval of Tentative Parcel Map 33326 shall be for a period of two (2) years from the date of City Council Approval; the expiration date is . All Conditions of Approval must be met on or before the expiration date or the applicant must request an extension of time at least thirty (30) days prior to the expiration date; otherwise, the approval shall expire and become null and void.
3. The development of the property shall provide for no more than 17 lots as illustrated by Tentative Parcel map 33326. The design of all lots within the subdivision shall meet the minimum property development requirements of the Very Low Density Residential Zone District outlined in the City's Municipal Code.

EXHIBIT ⁶⁶ / ⁶⁰

3/28/06

EXHIBIT ⁶⁶ 3 ⁶⁰

4. Prior to the issuance of any building permits, "typical" building elevations shall be submitted to the Planning Department for design review and approval, in accordance with the provisions and requirements of the Specific Plan and Article 16E of the Banning Ordinance code or Ordinance in effect at the time of the submittal. All dwellings shall have the front, side and rear elevations upgraded with architectural treatment, detailing and increased delineation of surface treatment. Submittal and approval of Design Review application and related materials is required prior to the issuance of building permits.
5. A detailed landscape and irrigation plan shall be prepared by a licensed landscape architect and submitted to the Planning Department. Landscaping and irrigation shall be designed in accordance with the Specific Plan to conserve water through the principles of Xeriscape.
6. Prior to the issuance of a Certificate of Occupancy within TTM 33326 the applicant shall submit to the City for review and approval a detailed landscape and irrigation plan (comprised of xeriscape plant material) indicating type, species and location of the following minimum number of drought tolerant, multi-branched trees on each lot adjacent to the street right-of-way (all trees shall be planted with root barriers).
7. The plan shall be forwarded to a Landscape Architect for review and the applicant shall pay all fees associated with the review process. The approved landscape plan shall be implemented/installed prior to the issuance of a Certificate of Occupancy for any building constructed within TTM 33326. (Submit landscape and irrigation plans as soon as possible to allow sufficient time for a Landscape Architect to review.)
8. The site shall be developed and maintained in accordance with the approved Specific plan, which include site plans, architectural elevations, exterior materials and colors, landscaping, sign program, and grading on file in the Planning Division, the conditions contained herein, and Development Code regulations.
9. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Community Development Director.
10. 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.

EXHIBIT " / "

3/28/06

EXHIBIT " 3 "

11. 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.
12. 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.
13. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination.
14. A six (6) foot chain link fence must be maintained around the perimeter of the site during all phases of construction.
15. Applicant shall pay all development fees adopted by the City in effect at the time of issuance of any building permits, which shall include but not be limited to: police and fire safety developer fees, water and sewer fees, park land dedication fees, and electric meter installation fees. Project proponent shall provide to the City that school mitigation fees have been paid or other arrangements acceptable to the Banning Unified School District have been met.
16. Prior to the issuance of any Building Permits, the project proponent may be required to submit to the City's Building Department completed hydrology and seismic study conducted by a registered Engineering Geologist.
17. Developer shall meet all requirements of responsible agencies, including but not limited to: Southern California Gas Company, and Southern California Edison Company.

Engineering Conditions

General:

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.

EXHIBIT " / "

3/28/06

EXHIBIT " 3 "

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, Improvement Permit)
- Community Development Department
- 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)

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 |
| B. SWPPP | 1" = 40' Horizontal |

Note: A & B shall be processed concurrently.

- | | |
|--|---|
| C. Storm Drain Plan | 1" = 40' Horizontal |
| D. Off-Site Street Improvement Plan | 1" = 40' Horizontal
1" = 4' Vertical |
| E. Off-Site Landscaping Plan | 1" = 20' Horizontal |
| F. Off-Site Signing & Striping Plan | 1" = 40' Horizontal |
| G. On-Site Street Improvement/ Signing & Striping Plan | 1" = 40' Horizontal
1" = 4' Vertical |
| H. On-Site Precise Grading Plan | 1" = 30' Horizontal |
| I. Traffic Signal Plan(s) | 1" = 20' Horizontal |

EXHIBIT 1

3/28/06

EXHIBIT 2

J. Traffic Signal Interconnect Plan

1"= 40' 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 in the residence.

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. Offer to dedicate for public purposes an additional 2.5 feet of right-of-way for Sun Lakes Boulevard a designated arterial highway; 110 foot width per Proposed General Plan Street System. Offers of dedication shall include corner cut-off at intersections.

EXHIBIT 44 / 85

3/28/06

EXHIBIT 44 3 85

8. Offer to dedicate for public purposes the right-of-way for "A" Street, "B" Street, and "C" Street as specific plan designed streets; 80 foot width. The geometrics for the cul-de-sac(s) shall be special design 64 foot radius minimum. Offers of dedication shall include corner cut-off at intersections.
9. Access rights shall be restricted along Sun Lakes Boulevard with the exception of two right-in right-out only access points, one between Parcel No. 10 and Parcel No. 11, and the other between Parcel No. 12 and Parcel No. 13. This restriction shall be delineated on the final map.
10. Further, the applicant shall offer for dedication on the Final Map all public street right-of-ways in conformance with the City's General Plan or approved Specific Plan, Municipal Code, standard plans, and/or as required by the City Engineer.

Public Improvements:

11. Construct half street improvements in accordance with City standards and approved Specific Plan Design Guidelines fronting **Sun Lakes Boulevard** including street lighting, curb and gutter, access ramps, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping, and any transitions. Curb returns shall have a 35 foot radius minimum on Sun Lakes Boulevard. Street lights on Sun Lakes Boulevard 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.
12. Construct full street improvements for "A" Street, "B" Street, and "C" Street in accordance with City Standards and approved Specific Plan Design Guidelines including street lighting, curb and gutter, cross gutters and spandrels, access ramps, drive approaches, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.
13. Construct a median island for eastbound left turn pocket on Sun Lakes Boulevard at Country Club Drive West. The pocket shall be minimum 250 feet in length or per approved traffic study.
14. Construct a median island for eastbound left turn pocket on Sun Lakes Boulevard at "C" Street. The pocket shall be 150 feet in length or per approved traffic study, and accommodate access to the private drive to the east.
15. All required public improvements for each parcel shall be completed, tested, and approved by the Engineering Division prior to issuance of any Certificate of Occupancy.

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Grading and Drainage:

16. 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 must 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.
17. The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development.
18. Construct off-site drainage facilities in accordance with approved drainage study and approved Specific Plan.
19. Construct junction structures for existing exposed drainage pipes at south-east corner of site and south-west corner of site. All structures shall be designed in accordance with Riverside County Flood Control and Water Conservation District standards and specifications.
20. 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.
21. 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.
 - a. 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.
 - b. 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.
 - c. The applicant shall ensure that the required SWPPP is available for inspection

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at the project site at all times through, and including acceptance of all improvements by the City.

- d. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):
- i. Temporary Soil Stabilization (erosion control).
 - ii. Temporary Sediment Control.
 - iii. Wind Erosion Control.
 - iv. Tracking Control.
 - v. Non-Storm Water Management.
 - vi. Waste Management and Materials Pollution Control.

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.

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.

22. 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.
23. 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.
24. Prior to the issuance of a building permit for any building lot, the applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil. The data shall be organized by lot number, and listed cumulatively if submitted at different times.
25. All lot drainage shall be directed to the driveway by side lot drainage swales independent of any other lot.

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Public Landscaping:

26. Prior to recordation of the subdivision map, the subdivider shall enter into an agreement and post financial security guaranteeing installation and maintenance of public landscape improvements.
27. Prior to the issuance of any building permit(s), the applicant shall submit a landscape plan showing detailed planting and irrigation designs to the City Engineer and Community Development Director for review and approval. The plan shall take into account the previously approved landscape plan for the Sun Lakes development, the City standard plans for landscape areas, adopted plant palette guides, applicable scenic and specific plan requirements, and water conservation measures contained in the Banning Municipal Code. The irrigation system shall include a landscape controller, a separate water meter, and electric meter.
28. Prior to the issuance of certificates of occupancy and the release of financial security guaranteeing the landscape improvements, said improvements shall be installed and shall be certified by a licensed landscape architect or licensed landscape contractor, as having been installed in accordance with the approved detailed plans. The applicant shall furnish said certification, including an irrigation management report for each landscape irrigation system, and any other required implementation report determined applicable, to the Manager, Construction, and the Manager, Building Inspection Services, prior to the issuance of any certificates of occupancy.
29. A property owner's association shall be formed, and Conditions, Covenants, and Restrictions (CC&Rs) shall be recorded. Prior to recordation a copy of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall include:
 - a. The Conditions of Approval of the Specific Plan Development (design guidelines and any other applicable standards).
 - b. Provisions for short and long term maintenance of landscaping, parking, driveways, and utility connections.
 - c. Posting of no parking signage in shared driveways.
 - d. Provisions for a property owners association.
 - e. Membership in and support of a property owners association shall be mandatory for all property owners within the development. The property owners association shall control all common facilities and shall obtain approval from the Director of Community Development prior to any modifications to the CC&Rs pertaining to or specifying the City or City requirements.

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Traffic:

30. 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.
31. Construct a traffic signal at the intersection of Sun Lakes Boulevard and Country Club Drive/"A" Street. The traffic signal shall be placed into operation prior to issuance of building permit(s).
32. Construct a traffic signal at the intersection Sun Lakes Boulevard and Sun Lakes Village Drive. The traffic signal operation shall be interconnected with the traffic signal at Sun Lakes Boulevard and Country Club Drive/"A" Street. The traffic signal shall be placed into operation including interconnect prior to issuance of any certificate of occupancy.
33. Design and construct golf cart crossing(s) at "A" Street/ Country Club Drive in accordance with state and local regulations. The crossing shall connect the existing residential development to the south with the proposed development. Additionally, golf cart access shall be provided to the retail center to the west. Any golf cart paths along parkways shall be designed and constructed separately from any pedestrian paths.

Final Map:

34. 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.
35. 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.

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36. Prior to approval of the Final Map, the applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house 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.
37. 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, 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.
38. 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.
39. 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.
40. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.
41. A map of the proposed subdivision drawn at 1"=200' showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.
42. An original Mylar of the final map (after recordation) shall be provided to the City for the record files.

Trash/Recycling:

43. 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.
44. The developer shall participate in the City's recycling program by providing two trash receptacles, one for regular trash and one for recycling, within the trash enclosure for each parcel. The trash enclosure shall be designed and constructed in such a manner to accommodate a recycling bin as well as the necessary solid waste containers.

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Fees:

45. 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.
46. Pay fair-share contribution for the construction of public improvements at the intersections of Highland Springs Avenue at: Ramsey Street, I-10 Freeway west bound ramps, I-10 Freeway east bound ramps, 2nd Street, Sun Lakes Boulevard, 1st Street in accordance with approved traffic impact analysis. The City Engineer shall review and approve fair share estimates.
47. Pay fair-share contribution for the construction of public improvements at the intersection of Sun Lakes Boulevard at: "C" Street, Country Club Drive East in accordance with approved traffic impact analysis. The City Engineer shall review and approve fair share estimates.
48. 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.
49. 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.
50. 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.
51. A Traffic Signal Mitigation fee shall be paid on a per lot basis prior to issuance of building permits for each lot within the subdivision.
52. 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.

Trash/Recycling:

53. 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.

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Fees:

54. 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.
55. 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.
56. 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.
57. 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.
58. A Traffic Signal Mitigation fee shall be paid on a per lot basis prior to issuance of building permits for each lot within the subdivision.
59. 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.

FIRE DEPARTMENT:

Requirements specific to this Project are highlighted in bold and italics.

The following are the minimum Fire Department requirements. There may be additional requirements when the project specifics are defined and the final proposal is submitted for approval.

1. FIRE DEPARTMENT DEVELOPER FEES:

Fees are increased annually and may be different at the time of construction. The fee schedule at the time of plan submittal shall apply.

*Residential Dwelling Units - \$543.00 per unit +
\$ 5.00 per unit Disaster Planning*
Apartments - Condominiums - \$543.00 per unit
Mobile Home Parks - \$543.00 per unit
Recreational Vehicle Units - \$274.00 per unit
Plan Check & Inspection - \$ 42.00 per unit
Commercial, Industrial and/or Office Complex –
\$.275 per square foot +

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Plan Check and Inspection - \$ 25.00 per unit Disaster Planning
\$ 42.00 per hour

2. CITY OF BANNING BUSINESS LICENSE AND PROOF OF INSURANCE:

All contractors, subcontractors etc. are required to obtain a City of Banning Business license prior to submitting plans or starting construction.

3. CODE COMPLIANCE:

All Plans, Specifications and Construction shall comply with and conform to the current edition of the California Fire Code (CFC), California Building Code (CBC), and other state and local laws as applicable.

4. PLAN SUBMITTAL:

Five (5) sets of Plans and Specifications shall be submitted for review prior to obtaining a permit. This requirement applies to all work regardless of the size of the job; new construction or remodel.

5. FIRE HYDRANTS:

Prior to construction or renovation, fire hydrants shall be provided when any portion of any structure exceeds 150 feet from a water supply on a public street.

All hydrants must be installed, working and inspected by the public works department before any combustible materials can be placed at the worksite.

Spacing of fire hydrants shall comply with UFC Appendix III B and the City of Banning Public Works Standards. (maximum 300 feet between hydrants)

Minimum 6-inch riser, street valve, approved shear valve and blue dot identification marker shall be provided for each fire hydrant.

The City standard fire hydrant is the Commercial, James Jones #J3765, Residential, James Jones #J3700, or an equivalent approved by the Fire Marshal.

Fire Hydrants are to be painted by the developer, conParcelor, etc., prior to the final inspection. (EOS Standard W714) Rustoleum Red, damp proof #769 and two (2) coats of Rustoleum semi-gloss yellow #659, or an approved equivalent.

6. WATER SUPPLY:

Fire flow shall be established by the Fire Department using the information provided in the UFC Appendix III A. Fire Flow may be adjusted upward where

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conditions indicate an unusual susceptibility to fire. (1000 gallons/minute for 2 hours)

7. FIRE DEPARTMENT ACCESS:

Shall be required when any portion of the first story of any structure is more than 150 feet from Fire Department apparatus access.

Minimum clearances or widths may be increased when the minimum standards are not adequate for Fire Department access.

Surfaces shall be designed and maintained to support the imposed loads of fire apparatus (65,000gvw). Surfaces shall have all-weather driving capabilities, including bridges. All roads must be placed and meet the above standard before any combustible materials can be delivered to the site.

Minimum unobstructed width shall be 20 feet.

Minimum unobstructed vertical clearance shall not be less than 13 feet 6 inches.

Minimum turning radius shall be 42 feet.

All dead-end access roads in excess of 150 feet shall have approved provisions for turning around of fire apparatus.

Maximum grade shall be established by the Fire Department.

Vehicles shall not be parked or otherwise obstruct the required width of any fire apparatus access.

Two means of ingress/egress shall be provided for emergency vehicles and fire apparatus.

The requirements for this segment are covered in UFC Article 9.

Maximum allowed cul-de-sac length is 600 feet.

- A.** *A "knox" box will be required for fire department access*

8. PREMISES IDENTIFICATION:

Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background.

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Commercial - 6" mm. Size

Residential - 3-1/2" mm. Size

9. SPARK ARRESTORS:

Chimneys used in conjunction with fireplaces or heating appliances in which solid or liquid fuel is used shall be maintained with an approved spark arrestor.

10. *A GREENBELT OR FUEL MODIFICATION ZONES MAY BE REQUIRED.*

11. OTHER REQUIREMENTS:

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RESOLUTION NO. 2008-38

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BANNING, CALIFORNIA APPROVING A
ONE-YEAR EXTENSION OF TIME FOR TENTATIVE
PARCEL MAP 33326 (TPM 33326) PREVIOUSLY
APPROVED BY CITY COUNCIL ON MARCH 28, 2006,
BY RESOLUTION NO. 2006-37**

WHEREAS, an application for time extension for Tentative Parcel Map No. 33326 has been duly filed by:

Applicant / Owner: **Sun Lakes Commercial, L.P.**
Authorized Agent: **John Guell**
Project Location: **Generally, north of Sun Lakes Boulevard, east of
Highland Springs Avenue.**
APN Number: **419-140-057**
Project Area: **47.1 Acres**
Application Complete: **February 18, 2008**

WHEREAS, the City Council of the City of Banning, on March 28, 2006, approved Tentative Parcel Map 33326, to allow the subdivision of approximately 47.1-acre site into 14 commercial parcels ranging in size from 1.3 to 5.5 acres; and,

WHEREAS, a tentative map expires 24 months after its initial approval unless extensions are granted by the legislative body; and,

WHEREAS, John Guell, agent for Sun Lakes Commercial, L.P. submitted a request for a time extension for Tentative Parcel Map 33326 in accordance with Section 66452.6(e) of the Subdivision Map Act; and,

WHEREAS, On March 28, 2006, a Mitigated Negative Declaration and a Mitigation Monitoring Program prepared for the project was approved in accordance with the California Environmental Quality Act (CEQA) when the project was approved by City Council by adoption of Resolution No. 2006-35; therefore, a subsequent/supplemental environmental document is not required; and,

WHEREAS, on March 28, 2008, the City gave public notice as required under Government Code Section 66451.3 by mailing to property owners within 300 feet of the site and advertising in the Record Gazette newspaper of the holding of a public hearing at which the request for an Extension of Time would be considered; and

WHEREAS, in accordance with Government Code Section 66452.3, the City has provided the applicant with a copy of the Planning Department's report and recommendation to the City Council at least three (3) days prior to the below referenced noticed public hearing; and,

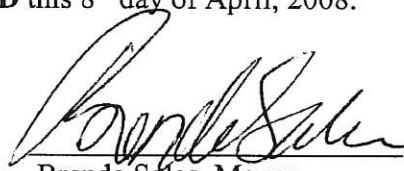
WHEREAS, on April 8, 2008, the City Council of the City of Banning held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Parcel Map Extension of Time and at which the City Council considered said Extension of Time; and,

WHEREAS, at this public hearing on April 8, 2008, the City Council of the City of Banning considered and heard public comments on approval of Extension of Time for TPM 33326;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Banning hereby approves a one-year time extension for Tentative Parcel Map No. 33326 in accordance with Government Code Section 66452.6(e). Therefore, said tentative map shall expire on March 28, 2009, unless said map has been recorded, or a request has been filed with the City for an extension of time in accordance with law.

The above action is final unless an appeal is filed pursuant to Section 9117.10 of the Banning Municipal Code within fifteen (15) calendar days following City Council action.

PASSED, APPROVED AND ADOPTED this 8th day of April, 2008.


Brenda Salas, Mayor
City of Banning

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


Burke, Williams & Sorensen, LLP
City Attorney

ATTEST:


Marie A. Calderon, City Clerk

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2008-38, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of April 2008, by the following vote, to wit:

AYES: Councilmembers Botts, Franklin, Hanna, Machisic, Mayor Salas

NOES: None

ABSENT: None

ABSTAIN: None

A handwritten signature in black ink, appearing to read "Marie A. Calderon", written over a horizontal line.

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

RESOLUTION NO. 2016-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BANNING, CALIFORNIA, APPROVING A TWELVE
(12) MONTH EXTENSION OF TIME FOR TENTATIVE
PARCEL MAP NO. 33326 (TPM 33326)**

WHEREAS, an application for time extension for Tentative Parcel Map No. 33326 has been duly filed by:

Project Applicant: Banning 47, LLC
Project Location: Generally located at the north of Sun Lakes Boulevard, east of
Highland Springs Avenue.
APN: 419-140-057
Project Area: 47.1 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 March 28, 2006, by adoption of Resolution No. 2006-35 the City Council of the City of Banning approved Tentative Parcel Map No. 33326 to allow the subdivision of approximately 47.1 acre site into 14 commercial parcels ranging in size from 1.3 to 5.5 acres; and

WHEREAS, on April 8, 2008, by adoption of Resolution No. 2008-38 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map No. 33326 ; and

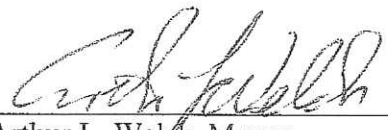
WHEREAS, Actions by the State Legislature specifically SB 1185, AB 333, AB 208 and AB 116 extended Tentative Tract Map No. 33013 to March 28, 2016; and

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. 33326 in accordance with Government Code Section 66452.6. Therefore, said tentative parcel map shall expire March 28, 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 22nd day of March, 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. 2016-17 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of March, 2016 by the following vote, to wit:

AYES: Councilmembers Franklin, Moyer, Peterson, Mayor Welch

NOES: None

ABSENT: Councilmember Miller

ABSTAIN: None


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

RESOLUTION 2017-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BANNING, CALIFORNIA, APPROVING A TWELVE
(12) MONTH EXTENSION FOR TENTATIVE PARCEL MAP
NO. 33326 (TPM 33326)**

WHEREAS, an application for time extension for Tentative Parcel Map No. 33326 has been duly filed by:

Project Applicant: Banning 47, LLC
Project Location: Generally located at the north of Sun Lakes Boulevard, east of Highland Springs Avenue.
APN: 419-140-057
Project Area: 47.1 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 March 28, 2006, by adoption of Resolution 2006-37 the City Council of the City of Banning approved Tentative Parcel Map No. 33326 to allow the subdivision of approximately 47.1 acre site into 14 commercial parcels ranging in size from 1.3 to 5.5 acres; and

WHEREAS, on April 8, 2008, by adoption of Resolution 2008-38 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map No. 33326 ; and


WHEREAS, Actions by the State Legislature specifically SB 1185, AB 333, AB 208 and AB 116 extended Tentative Tract Map No. 33013 to March 28, 2016; and

WHEREAS, on March 22, 2016, by adoption of Resolution 2016-17 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map No. 33326.


NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Banning finds that a twelve (12) month extension of time for Tentative Parcel Map No. 33326 will not result in a condition dangerous to the health or safety of the community and hereby approves an additional twelve (12) month extension of time in accordance with Government Code Section 66452.6. Therefore, said tentative parcel map shall expire March 28, 2018.

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.

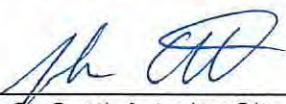
PASSED, APPROVED AND ADOPTED this 14th day of March, 2017.


George Moyer, Mayor
City of Banning, California

ATTEST:


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

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


John C. Cotti, Interim City Attorney
Jenkins & Hugin, LLP

CERTIFICATION:


I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-29 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of March, 2017, by the following vote, to wit:

AYES: Councilmembers Andrade, Welch, Mayor Moyer

NOES: None

ABSENT: Councilmembers Franklin, Peterson

ABSTAIN: None


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

RESOLUTION 2018-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TWELVE (12) MONTH EXTENSION FOR TENTATIVE PARCEL MAP 33326 (TPM 33326)

WHEREAS, an application for time extension for Tentative Parcel Map 33326 has been duly filed by:

Project Applicant: Banning 47, LLC
Project Location: Generally located at the north of Sun Lakes Boulevard, east of Highland Springs Avenue.
APN: 419-140-057
Project Area: 47.1 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 March 28, 2006, by adoption of Resolution 2006-37 the City Council of the City of Banning approved Tentative Parcel Map 3326 to allow the subdivision of approximately 47.1 acre site into 14 commercial parcels ranging in size from 1.3 to 5.5 acres; and

WHEREAS, on April 8, 2008, by adoption of Resolution 2008-38 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326 ; and

WHEREAS, Actions by the State Legislature specifically SB 1185, AB 333, AB 208 and AB 116 extended Tentative Tract Map No. 33013 to March 28, 2016; and

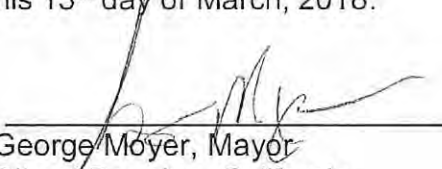
WHEREAS, on March 22, 2016, by adoption of Resolution 2016-17 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326.

WHEREAS, on March 14, 2017, by adoption of Resolution 2017-29 the City Council of the City of Banning approved a twelve (12) month extension of time for Tentative Parcel Map 33326.

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 33326 in accordance with Government Code Section 66452.6. Therefore, said Tentative Parcel Map shall expire March 28, 2019.

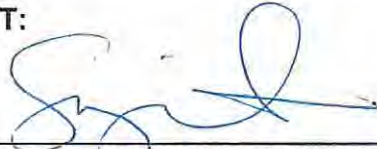
The above action is final unless an appeal is filed pursuant to Section 17.68.100 of the Banning Municipal Code within fifteen (15) calendar days following City Council action.

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




George Moyer, Mayor
City of Banning, California

ATTEST:



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

APPROVED AS TO FORM AND LEGAL CONTENT:



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

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2018-26, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of March, 2018, by the following vote, to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None



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

ATTACHMENT 4

Public Hearing Notice



City of Banning

99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3125 • Fax (951) 922-3128

COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF PUBLIC HEARING FOR A TWELVE (12) MONTH EXTENSION OF TIME FOR TENTATIVE PARCEL MAP 33326 (TPM 33326), LOCATED GENERALLY NORTH OF SUN LAKES BOULEVARD, AND EAST OF HIGHLAND SPRINGS AVENUE; ASSESSOR'S PACEL NUMBER 419-140-057

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, April 23, 2019, 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 33326 (TPM 33326) The proposed project site is located generally, north of Sun Lakes Boulevard, and east of Highland Springs Avenue, Assessor's Parcel Number 419-140-057. TPM 33326 was previously approved for a 4th extension on March 13, 2018.

Information regarding the request for a twelve (12) month extension of time for Tentative Parcel Map 33326 (TPM 33326) can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. You may also go to the City of Banning website at <http://www.ci.banning.ca.us/>.

All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Adam B. Rush, M.A.,AICP
Community Development Director

Dated: April 9, 2019
Publish: April 12, 2019

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

MEETING DATE: April 23, 2019

SUBJECT: Resolution Amending Classification & Compensation Plan

RECOMMENDED ACTION:

The City Council is asked to adopt a Resolution, Amending the Classification and Compensation Plan and updated job descriptions for the Administrative Services Director and Human Resources Manager positions (attached).

BACKGROUND:

The Administrative Services Director/Deputy City Manager position became vacant as of Monday, April 8, 2019 due to the resignation of Rochelle Clayton. Shortly after receiving the notice of resignation from Ms. Clayton, a review and discussion about the position was initiated. The Administrative Services Director position is responsible for financial services, human resources and risk management, information technology, utility billing, and City Clerk functions. The amount of time required to properly manage these functions and supervise the direct reports does not allow for additional duties. As such, it has been determined that the Deputy City Manager responsibilities should be eliminated from the job description.

At some point in the future, a Deputy City Manager position should be considered, but the position is not recommended at this time. The Administrative Services Director position is also recommended to be reclassified from D01 to D00, which will be consistent with the classification of the Electric Utility Director and Public Works Director positions.

The Human Resources Deputy Director position has been vacant for approximately two months. A recruitment process to fill the position has not been started and the City Manager has taken on the duties of the position until the position is filled. The job description and duties of the position have also been reviewed in anticipation of the

recruitment process. In 2010, this position was classified as a Deputy Director and the Human Resources Director position was eliminated. However, the City does not have a Human Resources Department so neither a Director or Deputy Director position is appropriate. Since Human Resources is a division of the Administrative Services Department, it is appropriate for the position to be classified as Human Resources Manager. This would be consistent with the similar positions of Customer Service & Billing Manager and Information Technology Manager. If the position is classified as a Deputy Director, it would be Administrative Services Deputy Director.

JUSTIFICATION:

The Administrative Services Director/Deputy City Manager position and Deputy Human Resources Director position are currently vacant. Recruitment processes will begin soon to fill the positions. The updated job descriptions accurately reflect the duties and responsibilities of the positions.

FISCAL IMPACT:

Reclassification of the Administrative Services Director position from range 101 to range 100 will result in a small annual savings of approximately \$5,000.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-__

Approved by:



Douglas Schulze
City Manager



JOB DESCRIPTION

TITLE: Administrative Services Director	JOB CODE: 1105
DEPARTMENT: Finance & Administrative Services	EFFECTIVE DATE: 5/01/19
REPORTS TO: City Manager	FLSA STATUS: Exempt
SUPERVISES: City Clerk, Deputy Finance Director, H.R. Manager, Customer Service Manager and I.T. Manager	SALARY GRADE: D100
	UNION STATUS: Unrepresented

JOB PURPOSE/SUMMARY

The Director of Administrative Services functions as the City's chief financial officer and is responsible for overall leadership and management of the Administrative Services Department. The Director plans, organizes, directs and administers all the City's financial operations, including purchasing, payroll, accounting, business licensing, financial reporting, grant and contract reporting and compliance, assessment district administration, debt management, revenue monitoring, budget development, capital project financial monitoring and investments, internal control, treasury functions, City Clerk functions, City's information systems, utility billing operations, and Human Resources/Risk Management. The Director serves as a resource to the City Manager, City Council, other governmental agencies and the general public.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Geronio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- **Customer Service Excellence:** We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- **Integrity:** We are ethical, accountable and compliant with our responsibility to the public and community.
- **Teamwork:** We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- **Yes-Minded:** We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.

- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

- Functions as a member of the City's management team and works closely with the City Manager, Department Directors, and City Council on activities related to strategic planning and the development of City vision, mission and values.
- Plans, organizes, directs and evaluates the activities of the divisions comprising the Administrative Services Department; ensures that the department's programs are implemented in a manner consistent with the City's goals and policies; determines major departmental policies, performs short- and long-range planning activities, and sets direction, goals, objectives and priorities for the department.
- Directs and manages the City's financial operations within limits prescribed by law and in accordance with guidelines established by generally accepted accounting principles and practices.
- Directs the City's financial planning functions, including long range revenue projections and is responsible for facilitating long range financial planning, rate and fee analysis, and tax options.
- Directs the City's budget planning and reporting functions and is responsible for the collection, reporting, display, monitoring, and evaluation of expenditure information.
- Directs and manages the City's cash and investments and relations with the banking, financial and investment resources.
- Directs and manages the City's long term financial management, including debt issuance, debt management, ongoing disclosure, and related functions.
- Directs and oversees the effective billing and collection of City accounts receivable, local taxes, and utility charges.
- Provides financial information to facilitate decision making; oversees the compilation and analysis of data; prepares materials for and makes presentations to elected officials, other agencies and the public; attends City Council meetings and other meetings as required.
- Advises the City Manager, City Council and department directors regarding the budget preparation process, consequences of financial alternatives, and the presentation and recommendation of budget and fiscal options.
- Develops and administers departmental budgets, including forecast of funds for staffing, projects, equipment, materials and supplies, and monitoring of expenses; makes recommendations concerning priorities, allocation of funds, materials and personnel for departmental activities.
- Monitors Federal, State and other local legislation to determine impacts on financial policies and practices; prepares, coordinates and implements responses and recommendations.
- Provides managerial assistance and supervision to subordinates in planning and implementing programs; selects, trains, motivates, coaches and evaluates staff; establishes and monitors employee performance objectives; reviews employee performance evaluations completed by the department management team; provides or coordinates staff training.
- Meets regularly with staff to discuss and resolve priorities, workload and technical issues.
- Facilitates problem solving in the department and encourages a high degree of communication and feedback between employees and supervisors; leads by example by maintaining high standards of behavior and performance.
- Maintains timely and regular attendance.
- Other duties as assigned.

KNOWLEDGE OF:

- City organization, operations, policies and procedures.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- Current social, political and economic trends and operating problems of municipal government.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of public accounting and finance, and municipal government budget preparation and administration.
- Rules and regulations governing public meetings.
- Sources of information related to a broad range of municipal programs, services and administration.
- Pertinent Federal, State and local laws, codes and regulations.
- Program and project management techniques and principles.
- Research methods and report preparation and presentation.

- Management practices in a union environment.
- Correct English usage, grammar, spelling, punctuation and vocabulary.

ABILITY TO:

- Develop short- and long-range goals, and plan, assign, coordinate and evaluate the work of subordinates.
- Analyze issues, evaluate alternatives and make logical recommendations based on findings.
- Administer program goals and objectives; implement initiatives and recommendations in support of department and City goals.
- Foster cooperative group processes and efficiently use resources; delegate tasks and workload assignments.
- Develop and monitor departmental and program/project operating budgets, costs and schedules.
- Assess and prioritize multiple tasks, projects and demands.
- Supervise, lead, coach and use best management practices to improve staff performance.
- Effectively administer a variety of City-wide programs.
- Interpret and apply city policies, procedures, laws and regulations.
- Support and model the identified vision, values and behaviors of the organization.
- Establish and maintain effective working relationships.
- Operate a personal computer utilizing a variety of standard and specialized software.
- Communicate effectively both orally and in writing.

PREFERRED QUALIFICATIONS

A Bachelor's degree in finance, accounting, public administration or a related field and 10 years of progressively responsible senior management experience. A Master's degree in business or public administration is preferred.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid California Driver License is required.
- Must be bondable.
- Successful completion of a pre-employment background check is required.
- Certified Public Accountant (CPA) or Certified Government Finance Officer (CGFO) designation is preferred.

WORKING CONDITIONS

The regular work schedule is generally Monday through Friday, 8 am to 5 pm. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level is moderate. Frequent attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

Continuous repetitive arm/hand movement is essential to performance. The incumbent in this position must be able to discern voice conversation, have the physical ability to perform essential job functions, and have hand-eye coordination sufficient to operate computers, do keyboarding and operate other office equipment. The incumbent must have the ability to produce legible handwritten documents and may need to push, pull, lift and carry up to 20 pounds.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.



JOB DESCRIPTION

TITLE: Human Resources Manager	JOB CODE: 1215
DEPARTMENT: Finance & Administrative Services	EFFECTIVE DATE:
REPORTS TO: Administrative Services Director	FLSA STATUS: Exempt
SUPERVISES: Sr. Human Resources Technician, Human Resources Technician	SALARY GRADE: T83
	UNION STATUS: Unrepresented

JOB PURPOSE/SUMMARY

The Human Resources Manager is responsible for developing, implementing, evaluating and administering the City's personnel policies, programs, services and systems. The position is also responsible for ensuring organizational development principles are applied to employee practices and administration of the City's Risk Management program. The Director serves as a resource to the City Manager, City Council, other governmental agencies and the general public.

ABOUT THE CITY OF BANNING

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CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- **Customer Service Excellence:** We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- **Integrity:** We are ethical, accountable and compliant with our responsibility to the public and community.
- **Teamwork:** We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- **Yes-Minded:** We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

- Plans, organizes, controls and manages the Human Resources (HR) operations and programs of the City including recruitment/selection, compensation/classification, training/development, labor relations, safety, personnel records, policy development and general management assistance.
- Plans, organizes, controls and manages the Risk Management operations and programs of the City including PERMA, commercial insurance for property, special events and employment practices.
- Provides consultation to the City's management and supervisory staff in a variety of areas including staffing and organization, employee development, performance evaluations, investigations, disciplinary problems and other special employment needs; ensures consistent interpretation and application of federal, state and city rules, regulations, policies and procedures.
- Plans, organizes and coordinates the City's recruitment and selection processes to ensure compliance with legal requirements, human resources needs and budgetary authority; provides staff assistance and guidance in the selection of new employees and promotions; coordinates new employee orientations; maintains up-to-date online information on employment opportunities.
- Develops and implements strategies for HR management, including performance management and auditing, competency assessment and development, resource development, employee relations and others as appropriate.
- Administers benefits plans; maintains provider contracts and ensures compliance with legal and tax requirements, and with technical contract provisions; educates employees on City benefits programs; recommends changes to benefits plans.
- Administers the City's classification and compensation programs and systems, including maintaining job descriptions, position control, salary and benefit administration, and policy development and compliance; conducts research on salary and benefit issues with outside agencies; analyzes related cost areas and recommends changes to compensation and benefit programs as appropriate.
- Administers and coordinates leave programs in compliance with City and/or State and federally authorized leave programs, including but not limited to Family & Medical Leave Act, California Family Leave Act, military leave, domestic violence leave, donated leave, etc.
- Oversees and coordinates the City's worker's compensation program, including light duty and early return to work options; coordinates safety training and investigation of accidents; oversees the City's safety committee; administers the City's drug and alcohol testing program.
- Prepares for and participates in labor negotiations with organized bargaining units; develops proposals and contract language; administers labor agreements during the terms of the contracts; assists management staff with interpretation of and adherence to the labor contracts; assists management staff with grievances and related employee concerns.
- Plans, organizes and coordinates employee development and training programs, including performance evaluations, educational assistance and in-service training; coordinates employee recognition opportunities; assists and provides consultation to employees with confidential matters requiring internal or external resources; provides general conflict resolution assistance in employee related disputes.
- Performs long-range planning activities, including organizational planning and development and strategic planning; develops and recommends new or modified policies to address human resource needs within the City; directs and interprets the application of established personnel policies; develops employee communications to disseminate policy information.
- Serves as the City's Americans with Disabilities Act (ADA) coordinator, in relation to both City employees and those using the City's programs and services.
- Develops and prepares the annual preliminary budget for the Human Resources function; analyzes and reviews budgetary and financial data; controls and authorizes expenditures in accordance with established limitations.
- May manage staff assigned to Human Resources functions, including delegating and monitoring work, and providing performance reviews.
- Manages the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel; prepares information and materials for presentations on human resource issues to the City Council; oversees and maintains HR records, pursuant to State regulations and City procedures; processes and reviews requests; provides appropriate information to the public.
- Maintains timely and regular attendance.
- Other duties as assigned.

KNOWLEDGE OF:

- City organization, operations, policies and procedures.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- Current social, political and economic trends and operating problems of municipal government.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Employment and labor-related City ordinances and State and Federal legislation, including FMLA, ADA, OSHA, and FLSA.
- Knowledge of City's and the Department's policies and procedures.
- Knowledge of management and/or supervisory principles.
- Knowledge of human resources practices and principles.
- Knowledge of workers' compensation claim processes, methods and procedures.
- Correct English usage, grammar, spelling, punctuation and vocabulary.

ABILITY TO:

- Develop short- and long-range goals, and plan, assign, coordinate and evaluate the work of subordinates.
- Analyze issues, evaluate alternatives and make logical recommendations based on findings.
- Administer program goals and objectives; implement initiatives and recommendations in support of department and City goals.
- Foster cooperative group processes and efficiently use resources; delegate tasks and workload assignments.
- Develop and monitor departmental and program/project operating budgets, costs and schedules.
- Assess and prioritize multiple tasks, projects and demands.
- Supervise, lead, coach and use best management practices to improve staff performance.
- Effectively administer a variety of City-wide programs.
- Interpret and apply city policies, procedures, laws and regulations.
- Support and model the identified vision, values and behaviors of the organization.
- Establish and maintain effective working relationships.
- Operate a personal computer,utilizing a variety of standard and specialized software.
- Communicate effectively, both orally and in writing.

PREFERRED QUALIFICATIONS

A Bachelor's degree in Human Resources, Business Administration, Public Administration, Organizational Psychology or a related field **AND** 5 years of experience in human resources and risk management, including three (3) years of management and/or supervision. A Master's degree in human resources, business or public administration is preferred.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid California Driver License is required.
- Must be bondable.
- Successful completion of a pre-employment background check is required.
- Certified Human Resources designation is preferred.

WORKING CONDITIONS

The regular work schedule is generally Monday through Friday, 8 am to 5 pm. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level is moderate. Occasional attendance at meetings before or after regular work hours is required.

Continuous repetitive arm/hand movement is essential to performance. The incumbent in this position must be able to discern voice conversation, have the physical ability to perform essential job functions, and have hand-eye coordination sufficient to operate computers, do keyboarding and operate other office equipment. The incumbent must have the ability to produce legible handwritten documents and may need to push, pull, lift and carry up to 20 pounds.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

ATTACHMENT 1

Resolution 2019-__

RESOLUTION NO. 2019-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF
BANNING**

WHEREAS, it is necessary to amend the City's Classification Plan from time to time to maintain a current plan which reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, the classification and compensation plan has been updated to reflect changes in job descriptions; and

WHEREAS, additions or changes to job descriptions, job titles and/or pay ranges require Council approval.

WHEREAS, the City Council does hereby find that:

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

SECTION 1. That the City Council approve the following position update:

Reclass: Administrative Services Director (1)

SECTION 2. That the City Council approve the new or revised job descriptions, classification and compensation for the following positions as **Exhibit "A"**:

Administrative Services Director (Job Code 1105, Grade D01 to D00)
Human Resources Manager (Job Code 1215, Grade T83)

SECTION 3. That the City Council Approve the classification and compensation plan – Schedule "A" as **"Exhibit "B"**.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

CITY OF BANNING
CLASSIFICATION & COMPENSATION PLAN
REVISED APRIL 23, 2019
RESOLUTION 2019-XX (AMENDING RESOLUTION 2019-01)

MATRIX BY CLASS SERIES/JOB CODE

Class Series/Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
1000 – CITY ADMINISTRATION SERIES				
City Administration Group	1010	City Manager	D13	Council Contract
	1013	City Attorney	D11	Contract
	1015	Public Information Officer	G68	Gen/Confidential
	1606	Deputy City Clerk	G62	Gen/Confidential
Financial Services Group	1105	Administrative Services Director	D00	Contract
	1115	Deputy Finance Director	T87	Mgmt/Confidential
	1160	Purchasing Manager	T77	TEAMSTERS
	1165	Buyer	G54	IBEW-G
	1170	Purchasing Assistant	G48	IBEW-G
	5028	Utility Financial Analyst	T76	TEAMSTERS
	1125	Accountant II	G59	IBEW-G
	1140	Accountant	G56	IBEW-G
	1136	Accounting Specialist	G53	IBEW-G
	1130	Financial Services Specialist	G47	IBEW-G
Human Resources Group	1215	Human Resources Manager	T83	Mgmt/Confidential
	1230	Human Resources Technician	G54	Gen/Confidential
	1235	Senior Human Resources Technician	G58	Gen/Confidential
Utility Billing Group	1310	Customer Service & Billing Manager	T71	TEAMSTERS
	1335	Lead Customer Service Representative	G46	IBEW-G
	1340	Senior Utility Billing Rep	G48	IBEW-G
	1350	Utility Billing Representative	G43	IBEW-G
	1340	Lead Field Service Representative	U55	IBEW-U
	1325	Field Service Representative	U51	IBEW-U

Schedule "A"

Information/Cable Systems Group	1405	Information Technology Manager	T78	Mgmt/Confidential
	1410	Information Technology Analyst	G62	Gen/Confidential
	1420	Information Technology Analyst II	G70	Gen/Confidential
	1415	Multimedia Specialist	G60	IBEW-G
	1510	Cable Services Specialist	G44	IBEW-G
Office Support Group	1610	Executive Assistant	G57	IBEW-G
	1601	Management Analyst	T68	TEAMSTERS
	1620	Office Specialist	G44	IBEW-G
	1630	Receptionist	G31	IBEW-G

2000 – POLICE SERIES

Police Group	2010	Police Chief	D00	Contract
	2016	Police Captain	P92	Police Mgmt
	2025	Police Lieutenant	P87	Police Mgmt
	2030A	Police Staff/Master Sergeant	P78	POA
	2040	Police Corporal	P71	POA
	2050	Police Officer	P67	POA
	2060	Police Recruit/Trainee	N/A	At-Will
Police Support Group	2143	Lead Public Safety Dispatcher	G56	IBEW-G
	2110	Public Safety Dispatcher	G52	IBEW-G
	2130	Community Services Officer	P48	POA
	2151	Police Assistant II	G48	IBEW-G
	2152	Police Assistant I	G44	IBEW-G

3000-COMMUNITY DEVELOPMENT SERIES

Community Development Group	3010	Community Development Director	D92	Contract
	3026	Development Project Coordinator	G58	IBEW-G
	3050	Senior Planner	T79	TEAMSTERS
	3020	Associate Planner	T68	TEAMSTERS
	3015	Assistant Planner	T63	TEAMSTERS
	3115	Economic Development Manager	T85	Mgmt/Confidential
Development Services Group	3210	Development Services Manager (Building Official)	T84	TEAMSTERS
	3215	Senior Building Inspector	G67	IBEW-G
	3220	Building Inspector	G62	IBEW-G
	3230	Code Compliance Officer	G58	IBEW-G
	3235	Senior Code Compliance Officer	G64	IBEW-G
	3240	Building Permit Specialist	G55	IBEW-G

3300-COMMUNITY SERVICES GROUP

Community Services Group	3310	Community Services Director	D92	Contract
	3315	Community Services Manager	T68	TEAMSTERS
	3360	Transit Field Supervisor	G59	IBEW-G
	3325	Recreation Coordinator	G51	IBEW-G
	3328	Program Coordinator	G49	IBEW-G
	3350	Lead Bus Driver/Trainer	G55	IBEW-G
	3340	Bus Driver	G47	IBEW-G

4000-PUBLIC WORKS SERIES

Public Works Management Group	4400	Public Works Director/City Engineer	D00	Contract
Streets/Parks Group	4210	Public Works Superintendent	T78	TEAMSTERS
	4230	Work Release Crew Leader	G50	IBEW-G
	4240	Senior Maintenance Worker	G50	IBEW-G
	4250	Maintenance Worker	G45	IBEW-G
	4260	Motor Sweeper Operator	G50	IBEW-G
Engineering Group	4300	City Engineer	T85	TEAMSTERS
	4350	Senior Civil Engineer	T82	TEAMSTERS
	4320	Associate Civil Engineer	T76	TEAMSTERS
	4325	Assistant Civil Engineer	T68	TEAMSTERS
	4330	Public Works Inspector	G62	IBEW-G
	4340	Engineering Services Assistant	G48	IBEW-G
General Maintenance and Support Group	4410	Fleet Manager	T75	TEAMSTERS
	4420	Fleet Maintenance Mechanic	G53	IBEW-G
	4425	Lead Fleet Maintenance Mechanic	G56	IBEW-G
	4430	Building Maintenance Specialist	G53	IBEW-G
	4441	Community Center Caretaker	G36	IBEW-G
	4450	Warehouse Services Specialist	U52	IBEW-U
Water/Wastewater Group	4115	Water/Wastewater Superintendent	T78	TEAMSTERS
	4130	Water Crew Supervisor	U60	IBEW-U
	4135	Water Production Operator I/II	U52/57	IBEW-U
	4140	Water Services Worker	U52	IBEW-U
	4155	Wastewater Collection System Supervisor	U60	IBEW-U
	4145	Wastewater Collection System Technician	U52	IBEW-U

Schedule "A"

4132	Water Valve Flushing Crew Lead	U56	IBEW-U
4133	Water Construction Crew Lead	U56	IBEW-U
4131	Water Meter Crew Lead	U56	IBEW-U

5000 ELECTRIC UTILITIES SERIES

Electric Services & Operations Group	5001	Electric Utility Director	D00	Contract
	5021	Power Resource & Revenue Administrator	T85	TEAMSTERS
	5022	Electric Engineering Manager	T85	TEAMSTERS
	5025	Associate Electrical Engineer	T76	TEAMSTERS
	5028	Utility Financial Analyst	T76	TEAMSTERS
	5029	Senior Electric Service Planner	U79	IBEW-U
	5030	Electric Service Planner	U77	IBEW-U
	5050	Public Benefits Coordinator	U55	IBEW-U
	5055	Utility Services Assistant	U48	IBEW-U
	5053	Assistant Electric Service Planner	U57	IBEW-U
	5110	Electric Operations & Maintenance Manager	T85	TEAMSTERS
	5120	Powerline Crew Supervisor	U79	IBEW-U
	5130	Powerline Technician	U75	IBEW-U
	5140	Powerline Apprentice	U67 / 73	IBEW-U
	5150	Electric Services Worker	U52	IBEW-U
	5161	Substation Test Technician	U75	IBEW-U
	5160	Electric Meter Test Technician	U75	IBEW-U
	5170	Apprentice Electric Meter Test Technician	U67 / 73	IBEW-U

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

MEETING DATE: April 23, 2019

SUBJECT: Resolution 2019-__, Approving a Professional Services Agreement with CPS HR Consulting for Executive Recruitment Services in an Amount Not to Exceed \$27,000

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution, Approving a Professional Services Agreement with CPS HR Consulting for Executive Recruitment Services in an Amount Not to Exceed \$27,000.00; Authorize the City Manager to Execute the Agreement; and Authorize the Acting Administrative Services Director to make, if necessary, appropriations and budget adjustment for FY 2019.

BACKGROUND:

The Administrative Services Director position is currently vacant and a recruitment process will be required to fill the position. In addition, the Deputy Human Resources Director is also vacant and Human Resources staff are currently managing multiple recruitments. Due to the vacant Deputy Human Resources Director position, current H.R. workload, and importance of the Administrative Services Director position a Request for Proposals was sent to Executive Recruitment firms in California.

Three responses to the RFP were received by the deadline and have been reviewed. Based on the responses received, it is recommended that CPS HR Consulting will provide the most appropriate service to the City. Funding for the Professional Services will be available as a result of the salary and benefit savings that will occur due to the position vacancy.

JUSTIFICATION:

Executive Recruitment Services typically generate a larger applicant pool of candidates who are highly qualified for the position. City staff do not currently have the capacity to complete this recruitment due to workload issues. Salary and benefit savings while the position is vacant will cover the cost of the consulting services.

FISCAL IMPACT:

This agreement will be funded from salary and benefit savings related to the vacant position.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-__
2. CPS HR Consulting Proposal
3. Ralph Andersen & Associates Proposal
4. Bob Murray & Associates Proposal

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION 2019-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE
RECRUITMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$27,000.**

WHEREAS, the Administrative Services Director position is currently vacant and a recruitment process will be required to fill the position. In addition, the Deputy Human Resources Director is also vacant and Human Resources staff are currently managing multiple recruitments. Due to the vacant Deputy Human Resources Director position, current H.R. workload, and importance of the Administrative Services Director position a Request for Proposals was sent to Executive Recruitment firms in California; and

WHEREAS, three responses to the RFP were received by the deadline and have been reviewed. Based on the responses received, it is recommended that CPS HR Consulting will provide the most appropriate service to the City. Funding for the Professional Services will be available as a result of the salary and benefit savings that will occur due to the position vacancy; and

WHEREAS, Executive Recruitment Services typically generate a larger applicant pool of candidates who are highly qualified for the position. City staff do not currently have the capacity to complete this recruitment due to workload issues. Salary and benefit savings while the position is vacant will cover the cost of the consulting services.

WHEREAS, this agreement will be funded from salary and benefit savings related to the vacant position.

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

SECTION 1. The Banning City Council adopts Resolution 2019-__, awarding a Professional Services Agreement with CPS HR Consulting for Executive Recruitment Services in an amount not to exceed \$27,000; and

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement as to form approved by the City Attorney.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-___, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

CPS HR Consulting Proposal

PROPOSAL

City of Banning

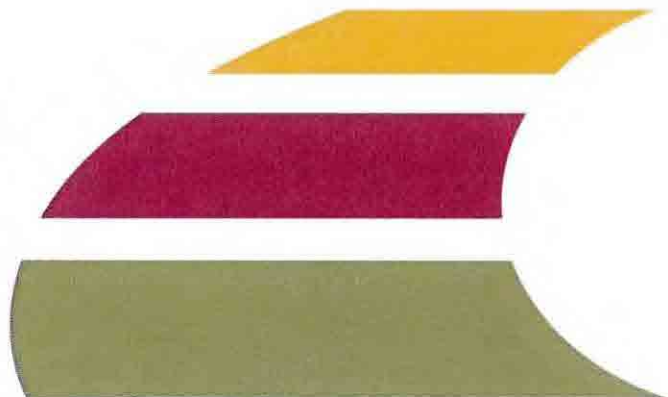
Executive Recruitment Services for Administrative Services Director

Due Date: April 3, 2019
12:00 P.M. PST

SUBMITTED BY:
MELISSA ASHER
Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance



April 3, 2019

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

Submitted via email to: dschulze@banningca.gov and jmiller@banningca.gov

Subject: Executive Recruitment Services for Administrative Services Director

Dear Mr. Schulze:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist City of Banning (City) with the recruitment of a new Administrative Services Director. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact Frank Rojas at frojas@cpsr.us or (916) 471-3111 or Melissa Asher at masher@cpsr.us or (916) 471-3358.**

Sincerely,

A handwritten signature in blue ink that reads "Melissa Asher".

Melissa Asher
Senior Practice Leader, Products and Services

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About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs since 1985. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is our knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through ***more than 16 years*** of placing top and mid-level executives in public agencies throughout the United States.

■ **Unmatched Recruitment Experience for Government Agencies**

CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.

■ **Seasoned Executive Recruiters**

Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.

■ **Detailed Needs Assessments**

We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.

■ Vast Pool of Public Agency Contacts

CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.

■ Success Recruiting Non-Job Seeking Talent

We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.

■ Diversity Sensitivity

CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.

■ Cost Effective

The combination of CPS HR's seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget.

■ Satisfied Clients

Our executive search client satisfaction rating averages 4.6 on a scale of 5. While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

■ Strong Base of Repeat Clients

We make sure we understand our client's challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.

■ Broad experience with similar recruitments.

Following is a brief list of similar executive recruitments in recent years.

Agency	Title	Date
Contra Costa County Employment and Human Services Department, CA	Chief Financial Officer	Current Recruitment
Navajo Housing Authority, AZ	Chief Financial Officer	Current Recruitment
Elko County, NV	Comptroller	Current Recruitment
City of Missouri City, TX	Chief Financial Officer	2019

*Proposal to the City of Banning
Executive Recruitment Services for Administrative Services Director*

Agency	Title	Date
Puget Sound Clean Air Agency, WA	Human Resources Manager	2019
City of Austin, TX	Assistant Human Resources Director	2019
County of Lake, CA	Human Resources Director	2018
County of San Bernardino, CA	Human Resources Director	2018
City of Fairfield, CA	Finance Director	2018
City of Redlands, CA	Director, Human Resources/Risk Management	2018
Desert Water Agency, CA	Human Resources Manager	2018
South Metro Fire Rescue District	Chief Human Resources Officer	2018
Southern Nevada Health District	Financial Services Manager	2018
County of Santa Barbara, CA	Assistant Director of I.T.	2017
Florin Resource Conservation District (Elk Grove Water District), CA	Finance Manager	2017/2014
City of Las Vegas, NV	Chief Financial Officer	2017
City of Riverside, CA	Human Resources Director	2017
City of Long Beach, CA	Financial Systems Officer	2017
Alpine County, CA	Assistant County Administrator to Budget and Finance	2017
Midpeninsula Regional Open Space District, CA	Human Resources Manager	2017
City of Bozeman, MT	Director of Finance	2017
County of Sutter, CA	Human Resources Manager	2017
City of Boulder, CO	Assistant Finance Officer and Controller	2017
City of Stockton, CA	Deputy Director of Human Resources	2017
California Department of Insurance, CA	Deputy Commissioner – Financial Surveillance Branch	2016
City of Henderson, NV	Director of Finance	2016
City of San Jose, CA	Deputy Director of Finance/Treasury	2016
City of Aurora, CO	Human Resources Manager	2016
City of Boulder, CO	Deputy Director of Human Resources	2016
Nevada Irrigation District, NV	Human Resources Manager	2016
Orange County Fire Authority, CA	Human Resources Director	2016
Orange County Transportation Authority, CA	Human Resources Manager	2016
City of Dixon, CA	Human Resources Director	2016

*Proposal to the City of Banning
Executive Recruitment Services for Administrative Services Director*

Agency	Title	Date
City of Stockton, CA	Assistant Director of Human Resources	2016
City of Tacoma, WA	Assistant Director of Human Resources	2016
City of Tacoma, WA	Human Resources Manager – Utilities	2016
Tahoe Regional Planning Agency, NV	Director of Human Resources & Organizational Development	2016
City of Sacramento, CA	Human Resources Director	2015
County of Dallas, TX	Purchasing Director	2015
East Bay Municipal Utility District (EBMUD), CA	Finance Director	2015
Monterey Regional Water Pollution Control Agency, CA	Chief Financial Officer	2015
Sacramento Housing and Redevelopment Agency, CA	Chief Financial Officer	2015
City of San Jose, CA	Deputy Director Treasury	2015

CPS HR currently has a staff of 120+ full-time employees and more than 1,200 subject matter experts and contract employees who have a wide variety of government, public, and private sector human resources experience. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, CA. We have regional offices in Littleton, CO and Austin, TX.

Our Approach

Key Stakeholder Involvement

The City Manager must be intimately involved in the search for a new Administrative Services Director. For this reason, our approach assumes his direct participation in key phases of the search process. Additionally, at the discretion of the City Manager, other key stakeholders may also be invited to participate in focus group sessions or round-table meetings to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the City Manager to define the professional and personal qualities required of the Administrative Services Director. CPS HR has developed a very effective process that will permit the City Manager to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Manager wish to establish with the Administrative Services Director; and ultimately, the professional and personal qualities required of the Administrative Services Director.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new Administrative Services Director. We will contact the City Manager and the newly appointed Administrative Services Director within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

Our Process

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new Administrative Services Director uniquely suited to the City's needs.



Phase I: Our consultant will meet with the City Manager, City Staff, and other City representatives to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the City Manager to determine the process best suited to the City of Banning.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 – Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Administrative Services Director. Activities will include:

- Identifying key priorities for the new Administrative Services Director and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the City Manager wishes to establish with the Administrative Services Director.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new Administrative Services Director in light of the discussions above.

- Discussing recruitment and selection strategies for the City Manager’s consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review prior to printing. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 – Resume Review and Screening Interviews

Task 4 –City Manager Selects Finalists

CPS HR will prepare, submit for your approval, and publish advertisements (which will include a direct link to your brochure) in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

- | | |
|-------------------------------|---|
| ■ Jobs Available | ■ Municipal Management Association Northern |
| ■ SHRM | California/Southern California |
| ■ ICMA | ■ American Institute of CPA’s |
| ■ LinkedIn | ■ National League of Cities |
| ■ CALPELRA | ■ CSMFO |
| ■ League of California Cities | ■ American Planning Association |

***Within the past five years, we have successfully placed
more than 170 minority and female candidates in executive level positions.***

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Administrative Services Director brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City Manager. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the City Manager to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Employment Agreement Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing

the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** We will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.
- **Employment Agreement Negotiation (if requested):** The consultant will be prepared to assist in the negotiation of an employment agreement, working with the City Manager and the City's Legal Counsel to identify terms of employment that are agreeable to both parties. Legal Counsel would draft the employment contract for final approval by the City Manager. CPS HR is well aware of the latest market trends and standards that competitive candidates will expect.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new Administrative Services Director can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads			➤													
Aggressive Recruiting							➤									
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates										➤						
Interviews													➤			
Reference/ Background Checks														➤		
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Our Executive Recruitment Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Mr. Frank Rojas will serve as your dedicated project manager throughout this recruitment process. Mr. Rojas will leverage the knowledge and experience of our entire recruitment team in order to provide you with the best possible recruitment experience. We will not utilize subcontractors for these services. No staff member will be removed or replaced without the prior written concurrence of the City.

Role/Project Assignment	Name	Phone	Email
Senior Executive Recruiter/Project Manager	Frank Rojas	916-471-3111	frojas@cpshr.us

Resume

Frank Rojas, Senior Executive Recruiter (resides in Riverside, CA)

Profile

Frank Rojas is a Senior Executive Recruiter with CPS HR Consulting. Frank brings more than 30 years of recruiting experience from the highly competitive direct placement and contract labor industries as well as the corporate environment. Mr. Rojas has significant experience placing corporate leaders, executive, professional, and technical staff including individual contributors for government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation and private industry.

In addition to recently completing recruitments for City of Redlands, City of Santa Ana, County of San Bernardino, City of Oxnard, and Desert Water Agency, recent successful efforts include positions of City Manager, Human Resources Director, Director of Planning & Development, Chief Financial Officer, Utilities Operations Manager, Fire Chief, and Director-level hires for Engineering, Finance, Parks, Recreation, and Community Services, Homeless Programs, Emergency Services, and Division/Site General Managers.

Mr. Rojas began his career in Contract Labor and over the next 20+ years launched seven start-up offices in several states and locations providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media. He was named in the top 1% viewed profiles on LinkedIn. Mr. Rojas has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Employment Director and Senior Recruiter, PRIDE Industries
- Corporate Recruiter, EMF Broadcasting
- Branch Manager and Acting Vice President, Fastek Technical Services

Professional Experience

- Managed and led recruiting efforts including client interface to define and write position descriptions, profiles, and goals. Responsible for creating marketing plans, screening and selection strategies, conducting interviews and participating in final hire and post-hire activities including reference and background checks.
- Assisted in salary evaluation and competitive comparisons. This includes candidate negotiations, travel and relocation (if appropriate), benefits, and confirmation and acceptance of any requirements prior to the submittal process and acceptance of offer.
- Managed in-house staff to ensure adherence of company policies and legal compliance. Developed and maintained positive, team-building methodologies that increased productivity, created a positive, productive staff, and maintained cooperativeness and trust.
- Recruited and identified senior-level management for several federal locations including General Managers, Assistant General Managers, HR Directors, Site Controllers, Quality Managers, T-4 Water and Environmental Director and Departmental Leadership at Fort Bliss, El Paso; Fort Polk, Louisiana; Joint Base McGuire-Dix-Lakehurst; New Jersey; Los Angeles Air Force Base; Cape Canaveral, Florida; and the Lawrence Livermore National Laboratory.
- Set up staff procedures and office functions; negotiated service agreements, ensured EEO, safety/OSHA quality, and all local, state, and federal compliance policies. Migrated and implemented several Applicant Tracking Systems including participation as Systems Administrator.
- Initiated effort to define the mission and business plans of expanding organizations. Developed road maps to build client base, relevant labor pools, and resources to sustain growth for the entire enterprise. Started corporate recruiting department and initiated recruiting strategies, hiring processes, retention, and integrated cost-effective marketing tools.
- Hired and motivated in-house talent and created cross-functional business/sales and recruiting process allowing for growth, skills development, and achievement to meet customer needs and provide for an effective team-oriented environment.

Education

- B.A., Political Science, University of California at Berkeley, Berkeley, CA

References

Provided below is a partial list of clients we have recently worked with in providing executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
City of Redlands 35 Cajon Street Redlands, CA 92373 Multiple Recruitments (2018)	Tommi Ng, Assistant Director of Human Resource (909) 798-7679 tng@cityofredlands.org
Santa Ana, City of 20 Civic Center Plaza Santa Ana, CA 92701 Multiple Recruitments (2018)	Ellen Smiley, Assistant Director of Human Resources and Risk (714) 647-5358 esmiley@santa-ana.org
San Bernardino, County of 385 Arrowhead Ave. San Bernardino, CA 92415 Multiple Recruitments (2018)	Silvia Zayas, Senior Human Resources Analyst (909) 387-5565 szayas@hr.sbcounty.gov

Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services associated with **Phases I, II, and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City with finalist selection, and facilitate candidate interviews.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and ***we will work proactively with the City to ensure that dollars being spent for expenses are in keeping with the City's expectations.*** Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

Professional Fixed Fee & Reimbursable Expenses*	
Professional Services Full Recruitment (Fixed Flat Fee)	\$17,000
Reimbursable Expenses <u>Approximate</u> recruitment costs include: <ul style="list-style-type: none"> ■ Brochure Design and Printing ■ Advertising ■ Background check for one candidate ■ Other recruitment expenses such as supplies, travel, and shipping 	\$6,000 - \$6,500
Not-to-Exceed Total	\$23,500

*Professional fees and reimbursable expenses would be billed and paid monthly.

Optional: Recruitment Video

In addition to the standard recruitment brochure, CPS HR can develop a recruitment video to attract a wider range of applicants. More than 63% of organizations are now using visual media to attract the attention of job seekers, convey the culture of the organization, and effectively expand the talent pool. For this approximately three-minute video, CPS HR will arrive onsite to film footage of the work place and community, as well as conduct onsite interviews with selected employees. This video is optional and costs **\$3,500**, raising the Not-to-Exceed Total to **\$27,000**.

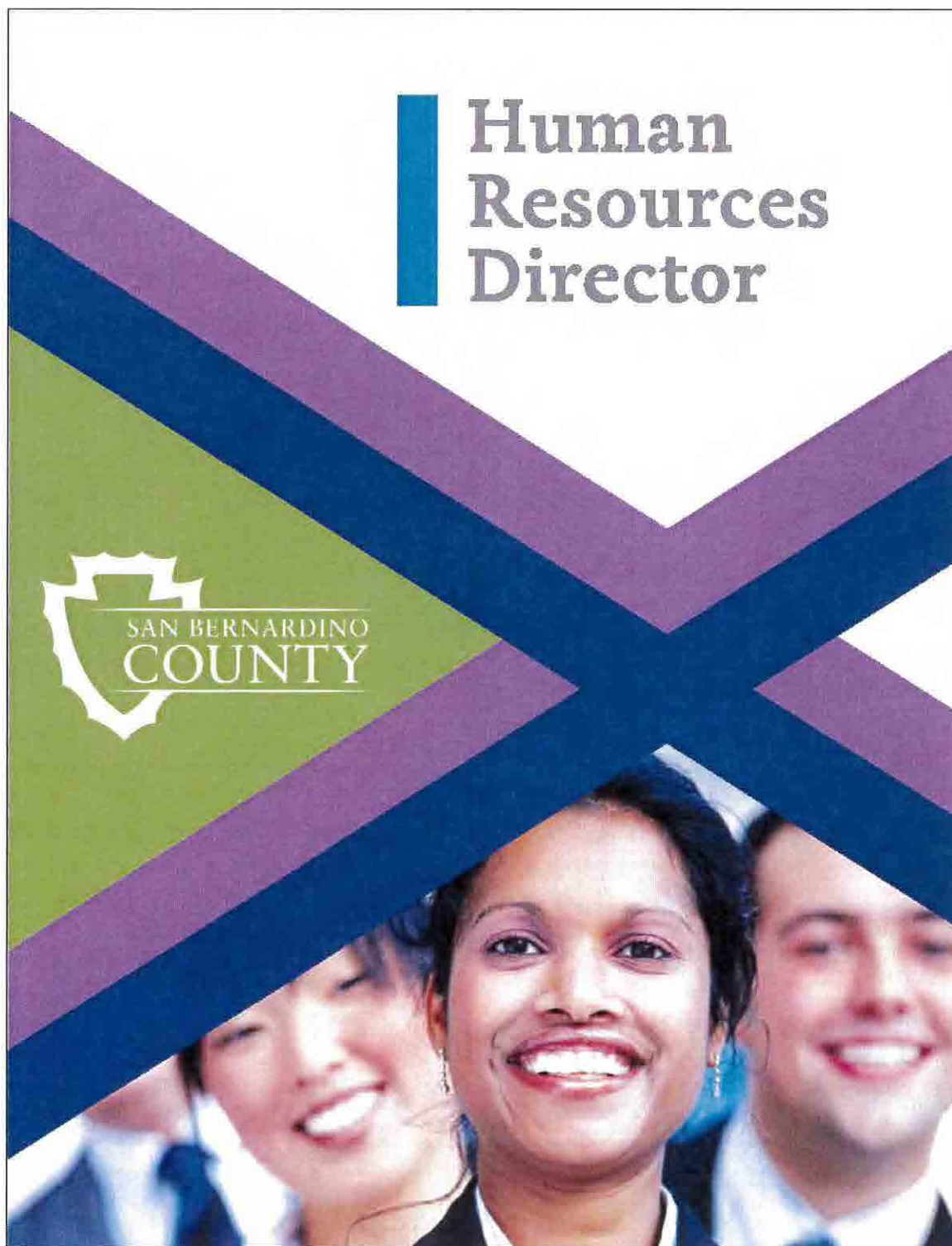
One-Year Guarantee

If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment (Phases I, II, and III) comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Banning in this important endeavor.

Appendix A: Sample Brochure



THE COUNTY

Located in the heart of Southern California, San Bernardino County is home to over two million residents. We thrive on the diversity of our communities, where families enjoy affordable housing, excellent K-12 schools and easy access to community resources such as hospitals, libraries, parks and airports. The County offers a variety of "live, work, play" lifestyle options, short commutes, a safe, clean and healthy environment, and access to a variety of retail and entertainment choices, cultural and educational enrichment opportunities through museums, theater and local universities such as California State University San Bernardino, University of Redlands, and California Baptist University. Our natural geography, with snowcapped mountains, flowering deserts, crystal lakes and pristine valleys, and ideal Southern California climate allow our residents to enjoy a variety of outdoor activities such as hiking, boating, and skiing year round. Adjacent to Los Angeles and Orange Counties, we are but a short drive away from Southern California's premier beaches, resort destinations and major metropolitan centers. As an employer, the County of San Bernardino strives to provide its employees work life balance, where in addition to excellent career opportunities, a supportive work environment, and lucrative compensation and benefits, they are able to enjoy all our County has to offer.

COUNTY GOVERNANCE

The County is governed by a full time, five member Board of Supervisors, who, working through County departments are committed to a sustaining vision of a "complete county that capitalizes on the diversity of its people, its geography, and its economy to create a broad range of choices for its residents in how they live, work and play." The Human Resources Department is tasked with attracting, engaging and retaining the workforce that will realize this Vision for our County. Through innovative human resources programs the department strives to achieve a work life balance for current and prospective employees, making our County an Employer of Choice.

To learn more about the County: www.sbcounty.gov/CAO

The vision statement can be found here: <http://cms.sbcounty.gov/cao-vision/home.aspx>

THE DEPARTMENT

The Human Resources Department (HRD) administers comprehensive human resources (personnel) programs, activities and services for the County's diverse workforce and retirees. The department's primary functional areas include employee relations, benefits administration, recruitment and selection, classification, and compensation, and equal employment opportunity. The HRD consists of 137 full-time employees and operates on an annual budget of \$17 million. Additional functions include staff support to the County Equal Employment Opportunity and Civil Service Commissions and administration of the Center for Employee Health and Wellness. Although human resources programs are administered as a centralized function, several staff are dedicated and/or deployed within specific county departments to promote a more direct understanding of and responsiveness to operational issues. Twelve recognized exclusive bargaining agents represent employees in 25 bargaining units that include more than 90% of the County's employees. Human Resources works in close collaboration with the Labor Relations Team to address issues affecting represented employees and support the bargaining process. The HRD has an extremely dedicated and talented staff and, under the exceptional leadership of a creative, proactive and engaged Director, the department's potential is virtually unlimited.

To learn more about the Human Resources Department and its Budget, visit:
www.sbcounty.gov/hr www.sbcounty.gov/cao/budget

THE POSITION

The Director of Human Resources reports to the Chief Executive Officer (CEO) and oversees a centralized human resources operation and the development of countywide human resources policies and procedures, ensuring their consistent and fair application. In addition to addressing organizational priorities, the Human Resources Director is responsible for the development and administration of the County Personnel Management Program which includes Recruitment, Examination and Selection; Classification; Employee Relations; Equal Employment Opportunity; Commuter Services; Occupational Health; Organizational and Employee Development; Employee Benefits; and Personnel Records/Transactions. Additionally, the Director will oversee the County's compliance with ethics and privacy laws, including management of the Office of Compliance and Ethics and the Equal Employment Opportunity Commission. The successful candidate will ensure proper staffing, training, growth, development and succession planning for the department.

The County of San Bernardino is an Approved Local Merit Systems agency. As such, the Human Resources Director is tasked with ensuring that County human resources practices adhere to Federal and State Merit Systems Principles.



Proposal to the City of Banning Executive Recruitment Services for Administrative Services Director

Responsibilities include but are not limited to the following:

- Direct planning, development, implementation and administration of personnel programs. Evaluate program effectiveness and collaboratively initiate change as required. Ensures coordination with County officials, affected departments and organizations.
- Interpret, explain, and ensure compliance with County Personnel Rules, Memoranda of Understanding, ordinances and agreements. Direct the review and analysis of legislation, state and federal regulations, and court decisions affecting personnel matters.
- Advise the CEO and members of the Board of Supervisors on sensitive and complex personnel matters.
- Coordinate with CEO on retention, recruitment, succession planning and other major projects to improve and implement key HR processes and procedures.
- Direct the preparation, justification and administration of the department budget; determine staffing and equipment needs and priorities.
- Make presentations to the Board of Supervisors, various commissions, employee organizations, and hearing bodies. Maintains liaison with agency and department administrators and other government entities. Represents the County at conferences and meetings.
- Direct, manage, and advocate for human resources staff; mentor and train for employee development and achievement.

THE IDEAL CANDIDATE

The ideal candidate will be an inspirational, high integrity, team-builder with excellent interpersonal and organizational skills and the ability to adapt to changing and competing priorities within a diverse, fast paced environment. A positive presence with a commitment to excellence, valuing diversity and a focus on customer service will be key to success. This position requires an extensive and broad range of public sector human resources experience at an executive level. Experience implementing innovative and effective recruiting programs, creative organizational development initiatives and a successful history in employee relations are critical. Being forward-thinking in implementing technology-based solutions to improve efficiencies and stay current and competitive is essential. The successful candidate will take the time to assess and understand existing policies, procedures and organizational needs, and collaborate with departmental staff and key department heads to develop and implement best practices and process improvements.

To view the recruitment video, go to: <https://youtu.be/EKsfWAQWMDY>

KEY ATTRIBUTES

- A solid leader and role model with a positive presence, demonstrates initiative, is action-oriented, exercises good judgment, treats others with respect, and is open and approachable.
- Excellent verbal and written communication and interpersonal skills; someone who is willing to listen and able to build trust through honest, respectful dialogue.
- Intelligent and analytical with an eye for process improvement; and a track record of successful and effective change management.
- Enjoys collaboration and being an involved leader and supportive team-player.
- A strategic partner with colleagues and other department heads.
- A person with the highest ethical standards who is willing to make difficult decisions based on what is right, enforces not just the letter of the law, but the spirit of the law.
- An outstanding manager of people who provides guidance and professional support to staff, offers regular feedback to employees, and serves as a mentor in providing training and growth opportunities.
- A relationship builder who cultivates productive relationships with the Board, Executive Team, elected officials, employees, organized labor, and external partners.

Proposal to the City of Banning Executive Recruitment Services for Administrative Services Director

MINIMUM REQUIREMENTS

- The requirements for this position include an extensive and broad range of public sector human resources administrative experience at an executive level.
- Candidates must have a strong background in organizational and management development.
- An MPA or MBA, or related advance degree is desirable.

SALARY AND BENEFITS

The salary range for this position is **\$143,520 - \$197,850**. Effective July 23, 2018, a 3% increase plus a roll-in of the supplemental retirement contribution will increase the annual base salary for this position to a maximum of \$210,112. Actual offer is dependent of qualifications.

Health Benefits

- Medical and dental insurance subsidies to offset the cost of insurance premium up to \$12,795.
- Employer paid vision coverage for employee and eligible dependents.

Retirement Benefits

- Generous County Pension (www.sb-cera.org) – Vested after 5 years.
- County contributes up to 2.75% of base salary to the Retirement Medical Trust.
- Reciprocity available pursuant to the 1937 Act, if eligible.

Miscellaneous Benefits

- Administrative Leave - 80 hours annually.
- Vacation Leave up to 4 weeks annually with cash-out option.
- Sick Leave - 12 days annually with unlimited accrual.
- 14 paid holidays annually.
- Automobile Allowance - \$14,600 annually.
- Cell Phone Allowance - \$2,400 annually.
- 401k - two for one County match up to 8% of base salary.

Other benefits include Dependent Care Assistance Plan, Employer-paid term life, Flexible Spending Account, 457(b) matching contributions, Commuter Services with carpool, vanpool and ride-sharing incentives, and a Wellness Program.

To see the full list of benefits, go to the County website.
<http://www.sbcounty.gov/Benefits>



APPLICATION AND SELECTION PROCEDURE

The final filing date is Friday, May 4, 2018. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references, as well as the size of staff and budget you have managed. Resume should reflect years and months of employment, beginning/ending dates as well as relevant work experience. Please apply directly at <https://secure.cpshr.us/escandidate/JobDetail?ID=332>.

CPS HR CONSULTING

Frank Rojas
CPS HR Consulting
Tel: 916 471-3111
E-mail: resumes@cpshr.us
Website: www.cpshr.us/search

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. CPS HR Consulting will report the results to San Bernardino County. The County will then select candidates to be interviewed by a panel. A final interview process may be scheduled for selected candidates along with extensive reference and background checks. For additional information about this position please contact Frank Rojas.

ATTACHMENT 3

Ralph Andersen & Associates Proposal



April 3, 2019

Mr. Doug Schulze
City Manager
City of Banning
99 East Ramsey Street
Banning, California 92220

Via Email: dschulze@banningca.gov and jmiller@banningca.gov

Dear Mr. Schulze:

Thank you for contacting Ralph Andersen & Associates. We are pleased to submit this Letter Proposal for recruitment services for the position of Administrative Services Director for the City of Banning. We would be very interested in working with the City on this search effort and also directly with you as City Manager.

We have included a tentative timeframe for the search based on the Project Manager's current client commitments and future scheduling. Important to note, Ms. Renschler will be in the general area next week and would be available to schedule a kickoff meeting on Tuesday, April 9th (late morning or through the mid-afternoon).

Approach to Executive Search

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 47 years.

We feel that the key elements of the *full search* process, which can be tailored to fit the specific needs of the City should include:

- Developing a comprehensive position profile based upon information obtained in various meetings with the City Manager, Human Resources staff, or other designated staff as appropriate.
- Reviewing current compensation and recommending changes based upon market and competitive conditions.
- Extensive personal outreach (both in person and via telephone) to highly qualified candidates in California. Selective outreach may be done outside of California (confined to the Western Region) if desired by the City Manager.

S e r v i n g P u b l i c S e c t o r C l i e n t s S i n c e 1 9 7 2

5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765 Phone: 916 630-4900 Fax: 916 630-4911 Website: www.ralphandersen.com

- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates would be screened via video technology.
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the decision-makers with detailed information about their background and career experience.
- Assistance during the interview with the City and selection process and in the negotiation of a compensation package.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Project Staffing

Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. *The City will have Ms. Heather Renschler as the Project Director.*



Heather Renschler, Project Director

Ms. Renschler has been with Ralph Andersen & Associates for more than 34 years and is the firm's President/CEO. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for nearly 22 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. She is experienced at working with city councils, boards, staff members, and selection committees in the recruitment and selection process. Her network of contacts and potential candidates are on a national scale.

Prior to joining Ralph Andersen & Associates, Ms. Renschler had extensive private sector experience in the areas of construction management, health care, and working for a public accounting firm.

Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism and obtained a Bachelor's degree in Public Administration from the University of San Francisco.

Paraprofessional and Support Staff

Other paraprofessional, graphics, and support staff will provide administrative support to the search team on recruitment assignments. These may include: Ms. Christen Sanchez, Ms. Diana Haussmann, Ms. Hannah Jones, Ms. Blanche Velazquez, Ms. Tina Keller, Ms. Karen AllGood, Ms. Teresa Heple, and Ms. Katrina Wilson.

Project Timing

We anticipate a timeframe of approximately 90 days (or longer including transition time) from the execution of the agreement between the City and Ralph Andersen & Associates to when the finalists are presented for an interview. Negotiation with the top candidate will take an additional week after finalist interviews.

Based on the City's ability to execute a contract, we would suggest the following framework (modifications with City input) for this search effort:

- Meeting with the City Manager – Tuesday, April 9 (while in the area or to be determined)
- Draft / Finalize Brochure – Within 10 days after kick-off meeting (or by week of April 22)
- Open Search – Week of April 26 or no later than May 1
- Close Search – Monday, June 24
- Recruiter's Preliminary Review / Recruiter's Interviews – Late June
- Present Resumes to City Manager / Select Finalists – Late June or Early July
- Finalist Interviews – Mid-to-Late July (after July 15)
- Negotiations / Final Selection – Late July

Project Cost

The search effort for the Administrative Services Director will be focused primarily in California. All expenses incurred by Ralph Andersen & Associates are included in this fixed fee proposal with the exception of candidate travel for interviews (if the City elects to reimburse the candidates for the on-site Finalist Interviews). ***The total cost for professional services and expenses will be a fixed fee pricing structure and will not exceed \$25,000.***

This pricing structure also assumes two on-site visits by the Project Director as follows:

- Kickoff Meeting (Trip #1) – Tuesday, April 9 or TBD
- Resume Review (Done via Video Call) – Late June or Early July (Date TBD)
- Finalist Interviews (Trip #2) – Mid-to-Late July (Date TBD)

City of Banning
Page 4

Brochure – A full color brochure will be developed. All pictures will be the responsibility of the City.

Invoicing – Ralph Andersen & Associates will invoice the City of Banning in four installment payments as follows:

- Following kick-off and finalization of recruitment brochure - \$7,500
- After the closing date - \$7,500
- After finalist interviews - \$7,500
- Upon placement - \$2,500

Progress payments will be due upon receipt.

Exclusions: The City will be responsible for all candidate expenses related to on-site interviews.



Should you need any additional information, please feel free to call Ms. Renschler at (916) 630-4900.

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates

Administrative Services Recruitments or Finance Related (2010 to Present)

Recruitments by Heather Renschler

- Beverly Hills, CA
 - Assistant Director of Administrative Services / Finance (2017)
 - Director of Administrative Services / Chief Financial Officer (2012)
- Broward County, FL
 - Chief Financial Officer/Director of Finance and Administrative Services (2012)
 - Deputy Chief Financial Officer/Deputy Director of Finance and Administrative Services (2013)
- Half Moon Bay, CA
 - Administrative Services Director (Current Search – Brochure in Development)
- Marin Municipal Water District, CA
 - Administrative Services Division Manager/Treasurer (2016)
- Solano County, CA
 - General Services Director (2011)

Recruitments by Other Search Team Members

- Broward County, FL
 - Chief Financial Officer/Director of Finance and Administrative Services (2016)
- Coronado, CA
 - Administrative Services Director (2015)

A Tradition of Excellence Since 1972

Comprehensive Client Listing
Page 2

- Fullerton, CA
 - Director of Administrative Services (2018)
- Irvine, CA
 - Director of Administrative Services (2015)
- Los Altos, CA
 - Administrative Services Director (2016)
- Sanger, CA
 - Finance/Administrative Services Director (2016)

ATTACHMENT 3

Bob Murray & Associates Proposal



A Proposal to Conduct an Executive Recruitment
for the Position of
ADMINISTRATIVE SERVICES DIRECTOR
on behalf of the
CITY OF BANNING

1544 Furekci Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

March 20, 2019

MR. DOUG SCHULZE
CITY MANAGER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA 92220

Sent via email: jmiller@banningca.gov & dschulze@banningca.gov

Dear Mr. Schulze:

Bob Murray & Associates is pleased to submit a proposal to conduct the Administrative Services Director recruitment for the City of Banning. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget and timeline.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Banning will match the criteria you have established, be a good fit for your organization, and be outstanding in their field.

With respect to the Administrative Services Director recruitment, Bob Murray & Associates is familiar with the City of Banning and the community it serves, we previously conducted your City Manager recruitment. Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

Bob Murray & Associates has a national reputation for conducting quality searches that result in the placement of candidates ideally suited to our clients' needs. With over 25 years of experience, we have conducted thousands of searches for municipal executives including Administrative Services Directors. Our knowledge of what makes a candidate truly outstanding, along with our ability to assess the candidates' administrative skills, management style, leadership ability, communication skills and experience working with diverse and competing interests, will ensure that the City of Banning has an outstanding group of finalists from which to select the new Administrator Services Director.

Positions such as the Director of Administrative Services carries several duties and our experience will be invaluable, having conducted several recruitments in the Administrative, Budget, Accounting, Human Resources, and Information Technology field. We are currently conducting the Chief Finance and Administrative Officer recruitment on behalf Southern California Public Power Authority and the Deputy Director of Finance recruitment on behalf of the City of Hayward, CA. Our extensive contacts and knowledge of outstanding candidates will enhance our outreach efforts for the City of Banning's next Administrative Services Director.

Recent Administrative Services Director recruitments we have completed similar in size and scope to your upcoming search include the following:

2018

City of Culver City, CA (Chief Financial Officer)
City of Hercules, CA (Finance Director)
City of Imperial Beach, CA (Administrative Services/Finance Director)
City of Long Beach, CA (Deputy Finance Director)
City of Marysville, CA (Finance Director)
City of San Jose, CA (Deputy Director of Finance, Accounting)
Las Vegas Convention and Visitors Authority, NV (Controller)
Oakdale Irrigation District, CA (Chief Financial Officer)
The State Bar of California (Chief Financial Officer)

2017

City of Arvin, CA (Finance Director - limited scope search)
City of Costa Mesa, CA (Finance Director)

City of Daly City, CA (Financial Services Manager)
City of Huntington Beach, CA (Chief Financial Officer)
City of Tracy, CA (Finance Director)
Santa Clara County Central Fire Protection District, CA (Director of Business Services)

2016

City of Inglewood, CA (City Controller)
City of Oxnard, CA (Chief Financial Officer)
City of San Carlos, CA (Financial Services Manager)
City of Tracy, CA (Director of Finance)
County of Sacramento, CA (Financial Services Manager)
Metro Wastewater Reclamation District, CO (Director of Administrative Services)
Port of Long Beach, CA (Risk Manager & Directing Manager, Finance and Administration)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Valerie Gaeta Phillips, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 13 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding the perfect fit, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the Administrative Services Director will lead to superlative results for the City of Banning. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Banning's needs will be key to a successful search. Valerie Gaeta Phillips will meet with the City Manager and key stakeholders to learn as much as possible about the ideal candidate for the Administrative Services Director position. We want to become familiar with the values and culture of the organization, as well as to understand the current—and future—issues, challenges, and opportunities in the City of Banning.

Ms. Gaeta Phillips will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Manager and Ms. Gaeta Phillips will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Banning so desires, we will work with the City Manager to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Gaeta Phillips and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Banning to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Banning that you feel best represent your organization and your community.

Upon your approval, Ms. Gaeta Phillips will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Administrative Services Director position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and

professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Gaeta Phillips will also design an effective advertising campaign appropriate for the Administrative Services Director recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, the “Jobs Available” newsletter, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Administrative Services Director field.

Suggested Administrative Services Director-specific advertising sources for the City of Banning’s search include:

- California Society of Municipal Finance Officers
- American Women Society of CPAs Association
- Government Finance Officers
- California Society of CPAs

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women’s Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Gaeta Phillips will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Banning, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the Administrative Services Director position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Administrative Services Director recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Gaeta Phillips will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Gaeta Phillips will discuss with the City Manager how the City of Banning wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Gaeta Phillips will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Ms. Gaeta Phillips will explore each candidate's background and experience as it relates to the Administrative Services Director position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Ms. Gaeta Phillips will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Gaeta Phillips, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Gaeta Phillips to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Gaeta Phillips will recommend a limited number of candidates for your further consideration. She will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate

- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Banning to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Manager and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Gaeta Phillips helps the City of Banning to design.

Ms. Gaeta Phillips will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Gaeta Phillips and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Gaeta Phillips knows what other organizations have done to put deals together with great candidates and what the current market is like for Administrative Services Director positions in organizations like the City of Banning's. She will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Banning, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Gaeta Phillips on behalf of the City of Banning.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Gaeta Phillips will be available to the City of Banning by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Administrative Services Director recruitment on behalf of the City of Banning is \$17,500. Services provided for in this fee consist of all steps outlined in this proposal, including three (3) days of meetings on site and complete reference and background checks for up to three (3) final candidates.

The City of Banning will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,000. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Banning.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Banning.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$17,500
Reimbursable Expenses <i>Example costs and approximate amounts include:</i> Brochure Design and Printing (\$1,275) Advertising (\$3,000) Background Checks – 3 candidates (\$550) Consultant Travel (\$1,600) Other expenses – supplies, shipping, clerical (\$575)	\$7,000
Not-to-Exceed Total	\$24,500

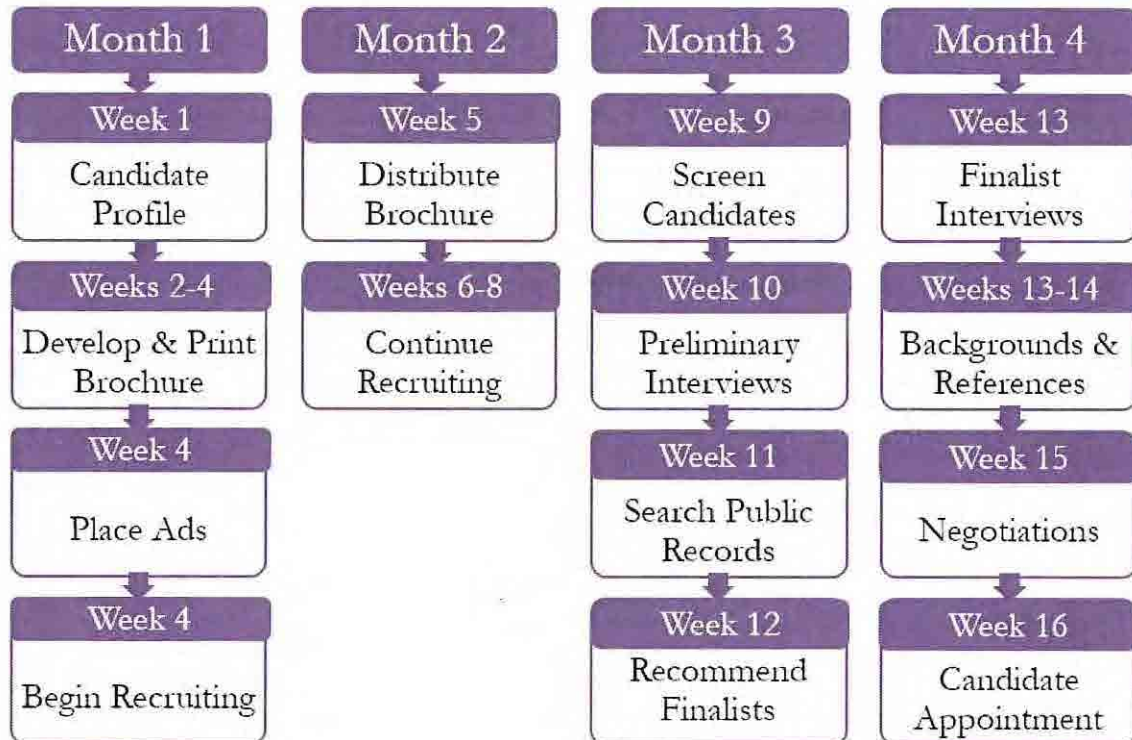
Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey with analysis of results: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Banning. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of six (6):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Regan Williams, *Vice President*
- Joel Bryden, *Vice President*
- Amber Smith, *Principal Recruitment Coordinator*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 40 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients’ success; she is also active in a variety of industry organizations and in diversity-focused

associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a good "fit" for organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 50 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT AND RECRUITER

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 17 years of experience in executive recruitments with our firm. In his time with Bob Murray & Associates, Regan has conducted over 275 executive searches ranging from managers and department heads to City Managers, Executive Directors, and General Managers. If Regan were to have a recruiting specialty, it would be public safety positions: he has personally conducted over 60 Police Chief and 20 Fire Chief recruitments.

Prior to joining Bob Murray & Associates, Regan served as Director of Public Safety with the City of Sunnyvale, CA. He was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. Regan's clients find his prompt and personal attention,

insight, and expertise in recruitment and selection an asset. He is often called upon to recruit for difficult-to-fill law enforcement positions, such as the position of Police Chief or City Manager in challenging political environments.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2012. Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 50 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

AMBER SMITH, PRINCIPAL RECRUITMENT COORDINATOR

As Principal Recruitment Coordinator with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. Under the direction of each client's assigned Recruiter, Amber is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team. She also provides leadership for our in-house staff and is an invaluable resource.

Amber brings over a decade of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. Since joining our team in 2011, she has shown a commitment to working as a partner with clients and candidates to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Banning:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- “Standing Out from the Crowd with Your Online Reputation,” presented by Valerie Phillips at the 2017 MMASC Annual Conference; and
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below.

CLIENT: City of Arcata, CA
POSITION: Finance Director
REFERENCE: Ms. Danette Demello, Assistant City Manager/Personnel Director
(707) 825-2114

CLIENT: City of Cotati, CA
POSITION: Director of Administrative Services
REFERENCE: Mr. Damien O'Bid, City Manager
(707) 665-3620

CLIENT: The State Bar of California
POSITION: Chief Financial Officer
REFERENCE: Ms. Leah Wilson, Executive Director
(415) 538-2299

*We appreciate the City of Banning's consideration of our proposal
and look forward to working with you.*

**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Adam B. Rush, AICP, Community Development Director

MEETING DATE: April 23, 2019

SUBJECT: ADOPT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

RECOMMENDED ACTION:

Staff recommends that the City Council:

1. Adopt Resolution, Authorizing the application for, and receipt of, Senate Bill (SB) 2 Planning Grant Program (PGP) Funds.

PROJECT/APPLICANT INFORMATION:

Project Applicant: City of Banning
99 E. Ramsey Street
Banning, CA 92220

PROJECT BACKGROUND AND DESCRIPTION:

The City of Banning is applying to the Department of Housing and Community Development, otherwise known as HCD, for a grant which is authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. The Notice of Funding Availability or NOFA details and outlines information on eligible activities, applicants, and awards.

PROPOSAL / ANALYSIS:

Banning qualifies for grant eligibility as the City has a certified Housing Element under the guidance and regulations set forth by HCD. In addition, the City Council's recent action to approve the annual General Plan and Housing Element Report (APR) solidifies the second qualification for grant funding. The APR was transmitted to the State on March 28, 2019 within a deadline of April 1st.

The City intends to utilize all of the \$160,000 grant funds for some, if not all, for the following eligible activities:

- Citywide General Plan – Land Use Element Update
- Downtown Revitalization Planning and Programs
- Purchase of a *Land Use Permitting Management System* to facilitate in housing production
- Housing overlays and zoning incentives for the construction of new housing units within the City

It is important to note that while the state encourages the programming and planning of affordable housing units (as defined in the Government Code), acceptance of this grant funding in no way obligates the City to permit, authorized, or construct affordable housing (for rent or for sale) as legally defined in the state housing law.

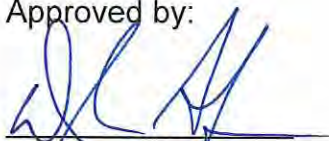
ENVIRONMENTAL DETERMINATION:

Authorizing City staff to prepare and the submit the grant funding application is not considered a project under the California Environmental Quality Act (CEQA); therefore, is not subject to CEQA.

PUBLIC COMMUNICATION:

The City Council's adoption of this resolution does not require a public hearing, as it is an administrative action, on the part of the City Council, and as such does not require a public notice.

Approved by:

A handwritten signature in blue ink, appearing to read 'D. Schulze', is written over a horizontal line.

Douglas Schulze
City Manager

Attachments:

1. Resolution No. 2019-_____

Attachment 1

Resolution No. 2019-_____

RESOLUTION NO. 2019-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 29, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to 1.2 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and directs the Community Development Department, for the City of Banning (Community Development) to apply for and submit to the Department the 2019 Planning Grants Program application released March 29, 2019 in the amount of \$160,000.00.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Council of the City of Banning is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$160,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of Banning's obligation related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City Council shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Council Executive or designee is authorized and directed to execute the City of Banning Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

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

MEETING DATE: April 23, 2019

SUBJECT: Adopt Resolution, Awarding a Construction Agreement for Project No. ATPL-5214(012) "ATP Cycle 2 - Bicycle and Safe Routes to School Improvements" to Calpromax Engineering, Inc., Placentia, CA in the Amount of \$822,814 and Establishing a Total Project Budget of \$905,095 and Rejecting all Other Bids

RECOMMENDED ACTION:

That the City Council Adopt Resolution, awarding a construction agreement for the "ATP Cycle 2 - Bicycle and Safe Routes to School Improvements", Project No. ATPL-5214(012) to Calpromax Engineering, Inc. of Placentia California in the amount of \$822,814 and a 10% contingency in the amount of \$82,281 for a total project budget of \$905,095 and rejecting all other bids.

BACKGROUND:

The Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. This program is offered by Caltrans and is administered through the California Transportation Commission (CTC).

In 2015, staff submitted an ATP Cycle 2 grant application in the amount of \$1,082,000 for a bicycle and safe routes to school improvements project ("Project") that will provide new bicycle facilities (i.e. bicycle lanes) and pedestrian improvements (i.e. sidewalk, handicap ramps, signage, crosswalks, etc.) along several streets in Banning leading to public schools and facilities that encourage the use of alternative transportation. The project limits are shown in the map attached hereto and includes a bicycle corridor along

Ramsey Street, Wilson Street and San Gorgonio Avenue. The main Safe Routes to School Improvements will occur on San Gorgonio Avenue and Wilson Street.

In 2016, staff was notified that the grant application was approved and that CTC allocated \$1,082,000, the full amount, for the project. In 2017, the City Council approved Resolution 2017-28 and authorized the City Manager to enter a Master Agreement and Project related Supplemental Agreements for each phase of the Project (i.e. PA&ED, PS&E and Construction) with Caltrans for the administration of the ATP grant program and distribution of funds.

As part of the agreement, CTC will reimburse the City for one hundred percent (100%) of the project including Project Approval and Environmental Documentation (PA & ED); Plans, Specifications and Estimates (PS & E); and Construction.

On May 22, 2018 City Council approved Resolution 2018-48, awarding a Professional Services Contract to Albert A. Webb Associates for ATP Cycle 2 design services for the preparation of bid documents (i.e. plans, specifications and estimates).

On March 7 and 8, 2019, Public Works and Purchasing staff advertised an Invitation for Bids (IFB No. 19-032) on The Press-Enterprise and posted on PlanetBids. Additionally, email notifications were sent out to all vendors by PlanetBids. In response to these efforts, the City on April 2, 2019 received the following bids and electronic opened them through PlanetBids:

<u>Companies</u>	<u>Price</u>
1) Calpromax Engineering, Inc.	\$822,814
2) All American Asphalt	\$838,770
3) Leonida Builders, Inc.	\$941,055
4) California Highway Construction Group	\$948,345
5) S&H Civilworks	\$958,521
6) EBS General Engineering, Inc.	\$1,001,665
7) Onyx Paving Company Inc.	\$1,096,000

Purchasing staff has conducted reference checks on the apparent low bidder, Calpromax Engineering, Inc. and found that the company is responsive and responsible on their contracts with other agencies.

As a result, staff recommends that the Construction Agreement be awarded to the lowest responsive and responsible bidder, Calpromax Engineering, Inc. of Placentia, California, in the amount of \$822,814. A copy of the bid schedule for the lowest bid can be found attached hereto.

If awarded, staff anticipates the work to commence early June, 2019 and to be completed within sixty (60) working days or approximately three (3) months from the issuance of a Notice to Proceed.

JUSTIFICATION:

The California Transportation Commission (CTC) approved an allocation and grant funding award to the City of Banning for the 2015 Active Transportation Plan (ATP) grant program for bicycle and safe routes to school improvements. On December 6, 2018, the CTC allocated funding in the amount of \$962,000 for the construction of the ATP Cycle 2 Bicycle and Safe Routes to School Improvements project and require that the City award the construction contract within six (6) months of fund allocation or by June 6, 2019.

Calpromax Engineering, Inc. is the lowest responsive and responsible bidder to construct Project No. 5214(012), "ATP Cycle 2 – Bicycle and Safe Routes to School Improvements".

FISCAL IMPACT:

The Construction Agreement for the "ATP Cycle 2 – Bicycle and Safe Routes to School Improvements" will be funded by ATP Cycle 2, Account No. 100-4900-431.93-21 in the amount of \$822,814 with a 10% contingency for a total not-to-exceed amount of \$905,095. 100% of the project costs will be reimbursed to the City after the completion of the project which at the time will be deposited back to the ATP Cycle 2 account.

Staff also request authorization to advance the expenditure budget for this project from the 2019/2020 budget, as shown in the City Council approved budget, to the current fiscal year (2018/2019).

ALTERNATIVE:

Reject Resolution No. 2019-XX. If rejected the City may lose the remaining grant funds and may also be required to pay back the funds spent for the design of the project.

ATTACHMENTS:

1. Resolution No. 2019-_____
2. Calpromax Engineering, Inc. Bid Schedule
3. Project Location Map

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

(Resolution No. 2019-____)

RESOLUTION 2019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION AGREEMENT FOR PROJECT NO. ATPL-5214(012) "ATP CYCLE 2 – BICYCLE AND SAFE ROUTES TO SCHOOL IMPROVEMENTS" TO CALPROMAX ENGINEERING, INC. OF PLACENTIA, CALIFORNIA IN THE AMOUNT OF \$822,814 AND ESTABLISHING A TOTAL PROJECT BUDGET OF \$905,095 AND REJECTING ALL OTHER BIDS

WHEREAS, the Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation and is a program offered by the State of California Department of Transportation (Caltrans) and is administered through the California Transportation Commission (CTC); and

WHEREAS, staff submitted an ATP Cycle 2 application in the amount of \$1,082,000 for a bicycle and safe routes to school improvements project ("Project") that will provide new bicycle facilities (i.e. bicycle lanes, signage, etc.) and pedestrian improvements (i.e. sidewalks, handicap ramps, signage, crosswalks, etc.) along several streets in Banning leading to public schools and facilities that encourage the use of alternative transportation; and

WHEREAS, staff was notified that the application was approved and that CTC allocated \$1,082,000 for the Project; and

WHEREAS, CTC will reimburse the City for one hundred percent (100%) of the project including Project Approval and Environmental Documentation (PA & ED); Plans, Specifications and Estimates (PS&E); and Construction; and

WHEREAS, on March 7 and 8, 2019 the Public Works Department and Purchasing staff advertised a Notice Inviting Bids and posted on PlanetBids for Project No. ATPL-5214(012) "ATP Cycle 2 – Bicycle and Safe Routes to School Improvements" and received seven (7) responsive bids; and

WHEREAS, Calpromax Engineering, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, the Construction Agreement for Project No. ATPL-5214(012) "ATP Cycle 2 – Bicycle and Safe Routes Improvements" will be funded by ATP Cycle 2 Fund, Account No. 100-4900-431.93-21 in the amount of \$822,814, with a 10% contingency for a total not-to-exceed amount of \$905,095; and

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City of Banning City Council adopts Resolution No. 2019-____ approving the Construction Agreement with Calpromax Engineering, Inc. of Placentia, California in the amount of \$822,814.00 for Project No. ATPL-5214(012) "ATP Cycle 2 – Bicycle and Safe Routes to School Improvements" and a 10% contingency in the amount of \$82,281 for a total project budget of \$905,095 and rejecting all other bids.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. ATPL-5214(012) "ATP Cycle 2 – Bicycle and Safe Routes to School Improvements" and to approve change orders within the 10% contingency.

SECTION 4. The City Manager is authorized to execute the Construction Agreement with Calpromax Engineering, Inc. of Placentia, California for Project No. ATPL-5214(012) "ATP Cycle 2 – Bicycle and Safe Routes to School Improvements".

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions

PASSED, APPROVED and ADOPTED this 23rd day of April, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____ was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 23rd of April, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daryl Betancur, Deputy City Clerk
City of Banning
Banning, California

ATTACHMENT 2

(Calpromax Engineering, Inc. Bid Schedule)

City of Banning

ATP Cycle 2 – Bicycle and Safe Routes to School Improvements (19-032), bidding on April 2, 2019 2:00 PM (Pacific)

Printed 04/10/2019

Bid Results

Bidder Details

Vendor Name Calpromax Engineering, Inc.
Address 650 N. Rose Drive #186
 Placentia, CA 92870
 United States

Respondee maria
Respondee Title manager
Phone 714-573-4599 Ext.
Email calpromax@gmail.com
Vendor Type CADIR
License # 995933
CA DIR

Bid Detail

Bid Format Electronic
Submitted April 2, 2019 12:41:39 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 171589
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
General	General Attachment.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Section 1					
1	Mobilization	LS	1	\$23,000.00	\$23,000.00	
2	Traffic Control (include preparing and submitting a TC plan to City Engineer for review and approval)	LS	1	\$17,000.00	\$17,000.00	
				Subtotal	\$40,000.00	
	STREET IMPROVEMENTS					
3	Water Quality control (SWPPP/NPDES Compliances)	LS	1	\$2,300.00	\$2,300.00	
4	Dust control	LS	1	\$3,500.00	\$3,500.00	
5	Clearing and grubbing	LS	1	\$29,000.00	\$29,000.00	

City of Banning

ATP Cycle 2 – Bicycle and Safe Routes to School Improvements (19-032), bidding on April 2, 2019 2:00 PM (Pacific)

Printed 04/10/2019

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Remove and dispose existing pavement and base material	SF	7500	\$3.00	\$22,500.00	
7	Remove and dispose of existing concrete sidewalk and curbramps	SF	3600	\$3.50	\$12,600.00	
8	Remove and dispose of existing concrete cross-gutter	SF	1700	\$6.00	\$10,200.00	
9	Remove and dispose of existing curb & gutter	LF	800	\$9.00	\$7,200.00	
10	Earthwork	LS	1	\$35,000.00	\$35,000.00	
11	Adjust existing water meter box to grade per City of Banning STD. DWG. NO. W-5 or W-7	EA	1	\$500.00	\$500.00	
12	Adjust existing manhole to grade per City of Banning STD.DWG. NO. S-5	EA	3	\$1,700.00	\$5,100.00	
13	Adjust existing electrical pull box to grade; reuse existing electric pull box if undamaged; if damaged, replace in kind per City of Banning STD. DWG. NO. SD600-41	EA	6	\$600.00	\$3,600.00	
14	Reset existing light standard (including electrical modifications as needed)	EA	3	\$4,000.00	\$12,000.00	
15	Construct 4" AC over 6" AB	SF	2300	\$7.50	\$17,250.00	
16	Construct 6" AC over 8" AB	SF	11000	\$5.60	\$61,600.00	
17	1.5" grind and overlay	SF	5600	\$1.00	\$5,600.00	
18	Construct 6" or 8" curb and gutter per city of banning STD.DWG. NO. C-200 and C-201 (height per plan)	LF	800	\$55.00	\$44,000.00	
19	Construct sidewalk and curb ramp per City of Banning standard street plan NO. C-213 NO., C-214 (mod.), or c-215(mod.) (TYPE per plan)	SF	3700	\$28.00	\$103,600.00	
20	Construct colored stamped concrete paving per details A and C on sheet 2	SF	240	\$35.00	\$8,400.00	
21	Construct cross-gutter / spandrel per City of Banning STD.DWG. NO. C-211	SF	1680	\$18.00	\$30,240.00	

City of Banning

ATP Cycle 2 – Bicycle and Safe Routes to School Improvements (19-032), bidding on April 2, 2019 2:00 PM (Pacific)

Printed 04/10/2019

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
22	Construct 6" wide X 6" tall (from finished surface; or height per plan) monolithic retaining curb with sidewalk	LF	740	\$17.00	\$12,580.00	
23	Truncated dome tile	SF	650	\$24.00	\$15,600.00	
24	Furnish and construct guardrail	LF	430	\$54.00	\$23,220.00	
25	Furnish and construct end anchor assembly (SFT)	EA	3	\$1,000.00	\$3,000.00	
26	Furnish and construct 31" in-line terminal system end treatment	EA	1	\$4,500.00	\$4,500.00	
27	Remove and modify ex landscaping & irrigation as needed	LS	1	\$20,000.00	\$20,000.00	
				Subtotal	\$493,090.00	
SIGNING & STRIPING						
28	Sandblast conflicting striping or existing pavement legend as shown on plans	SF	29100	\$1.79	\$52,089.00	
29	Install sign (standard size or as indicated) per CA-MUTCD	EA	125	\$230.00	\$28,750.00	
30	Apply thermoplastic bike lane arrow and bike lane symbol with person @ 400' spacing per Caltrans STD Plan No. A24A & A24C.	EA	93	\$51.00	\$4,743.00	
31	Apply thermoplastic shared roadway bicycle marking @ 200' spacing per Caltrans STD Plan No. A24C	EA	130	\$51.00	\$6,630.00	
32	Apply thermoplastic 6" white dashed line (2' dash with 6' gap).	LF	20100	\$0.69	\$13,869.00	
33	Apply thermoplastic 6" solid white bike lane per Caltrans STD Plan No. A20D, detail 39.	LF	31100	\$0.69	\$21,459.00	
34	Apply thermoplastic 4" white right edge-line per Caltrans STD Plan No. A20B, detail 27B.	LF	10100	\$0.46	\$4,646.00	
35	Apply thermoplastic 8" white channelizing line per Caltrans STD Plan No. A20D, detail 38.	LF	4000	\$0.92	\$3,680.00	
36	Apply thermoplastic 4" white lane line per Caltrans STD Plan No. A20A, detail 9.	LF	33100	\$0.40	\$13,240.00	

City of Banning

ATP Cycle 2 – Bicycle and Safe Routes to School Improvements (19-032), bidding on April 2, 2019 2:00 PM (Pacific)

Printed 04/10/2019

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
37	Apply thermoplastic 8" dashed white lane drop line at intersections line per Caltrans STD Plan No. A20c, detail 37B	LF	900	\$0.75	\$675.00	
38	Apply white thermoplastic 12" diagonal line @ 45' spacing	LF	200	\$2.30	\$460.00	
39	Apply thermoplastic white TYPE IV arrow pavement marking per Caltrans STD Plan No. A24A.	EA	71	\$40.00	\$2,840.00	
40	Remove and salvage existing signs.	EA	2	\$28.00	\$56.00	
41	Apply thermoplastic white pavement marking per Caltrans STD Plan No. A24C, A24D & A24E.	EA	50	\$115.00	\$5,750.00	
42	Reconfigure video Detection zone	EA	3	\$2,300.00	\$6,900.00	
43	Apply thermoplastic white high visibility 2'x11' with 2' gap continental crosswalk per Caltrans STD Plan No. A24F.	SF	3600	\$2.88	\$10,368.00	
44	Apply thermoplastic yellow high visibility 2'x11' with 2' gap continental crosswalk per Caltrans STD Plan No. A24F.	SF	2800	\$2.88	\$8,064.00	
45	Apply thermoplastic 4"/4" median island per Caltrans STD Plan No. A20B, detail 29.	LF	300	\$1.73	\$519.00	
46	Apply thermoplastic 4"/4" two-way turn lane per Caltrans STD Plan No. A20B, detail 32.	LF	4100	\$1.15	\$4,715.00	
47	Apply thermoplastic 4"/4" double solid yellow stripe per Caltrans STD Plan No. A20A, detail 22.	LF	11600	\$0.86	\$9,976.00	
48	Apply thermoplastic 4" solid yellow left edge line per Caltrans STD Plan No. A20B, detail 25.	LF	15300	\$0.46	\$7,038.00	
49	Apply thermoplastic 4" yellow diagonal lines.	LF	200	\$0.46	\$92.00	
50	Apply thermoplastic 4" solid white lines.	LF	2200	\$0.46	\$1,012.00	
51	Apply thermoplastic 12" white diagonal line at 45' spacing.	LF	200	\$2.30	\$460.00	
52	Relocate sign as indicated.	EA	10	\$115.00	\$1,150.00	

ATP Cycle 2 – Bicycle and Safe Routes to School Improvements (19-032), bidding on April 2, 2019 2:00 PM (Pacific)

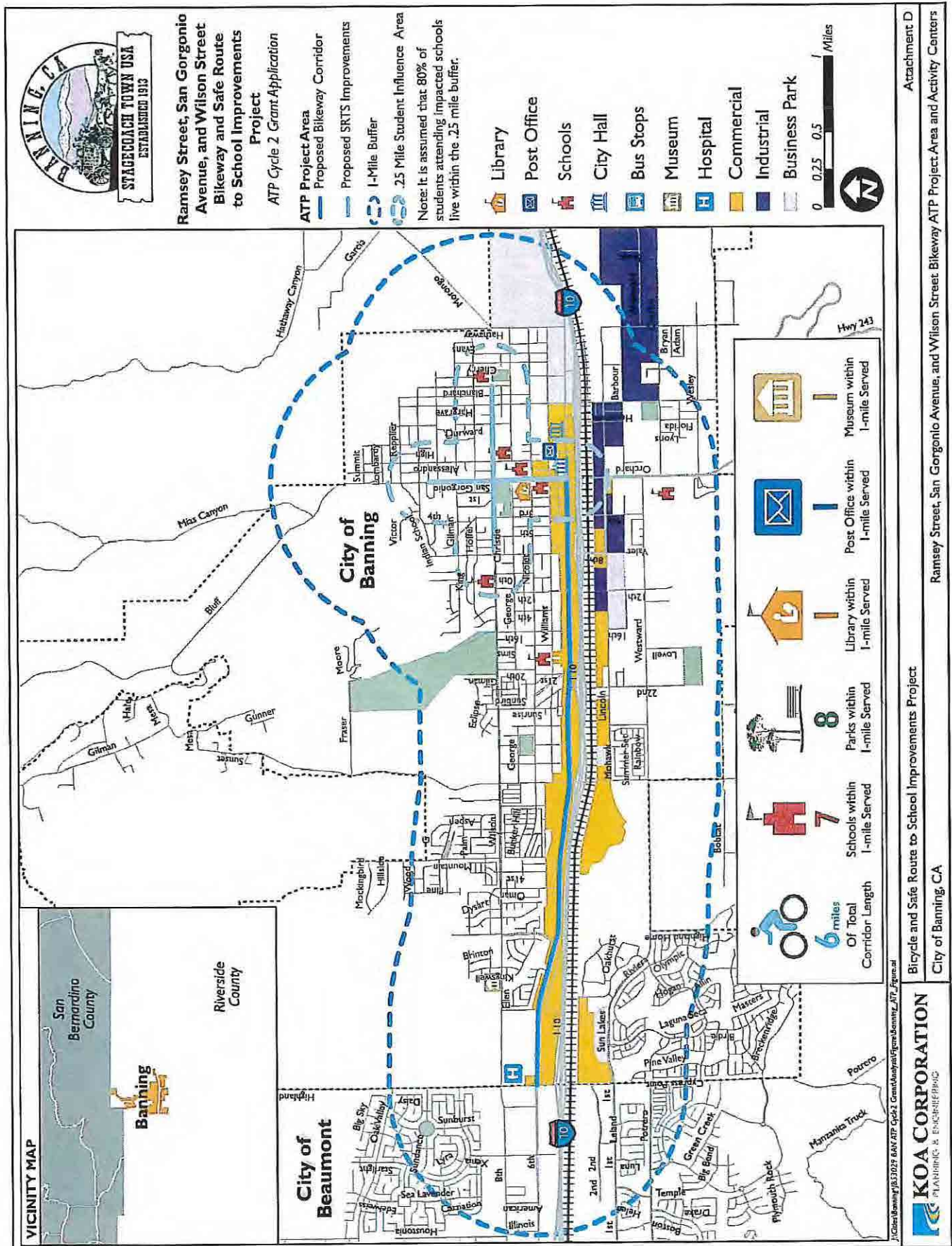
Printed 04/10/2019

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
53	Apply thermoplastic 12" white limit line per Caltrans STD Plan No. A24E.	LF	200	\$2.30	\$460.00	
54	Apply thermoplastic 6" dashed white bike lane line per Caltrans STD Plan No. A20D, detail 39A.	LF	8600	\$0.75	\$6,450.00	
55	Apply thermoplastic 12" white basic crosswalk per Caltrans STD Plan No. A24F.	LF	5200	\$2.30	\$11,960.00	
56	Pavement marker, reflective	EA	2200	\$2.30	\$5,060.00	
57	Paint green curb	LF	1000	\$1.44	\$1,440.00	
58	Paint red curb	LF	19000	\$1.00	\$19,000.00	
59	Paint yellow curb	LF	100	\$1.73	\$173.00	
60	Field order	AL	1	\$36,000.00	\$36,000.00	
				Subtotal	\$289,724.00	
				Total	\$822,814.00	

ATTACHMENT 3

(Project Location Map)



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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: April 23, 2019

SUBJECT: Discuss and Consider One Year Suspension of Certain Business Related Planning Department Application Fees

RECOMMENDED ACTION:

The City Council has the following options related to certain Planning Department application fees:

1. Terminate one year suspension of business related Planning Department application fees;
2. Continue suspension of certain business related Planning Department application fees as provided for in the attached Resolution 2018-30, for an additional year.

BACKGROUND:

On March 27, 2018, the City Council approved a temporary (one year) suspension of certain Planning Department application fees intended to support the City's economic development strategic goals of improving the City's competitive position for business attraction and retention, including:

- Conditional Use Permits (except for cannabis and adult-oriented businesses)
- Home Occupation Permits
- Sign Permits and Temporary Sign Permits

JUSTIFICATION:

On September 12, 2006, the City Council approved a modification to Chapter 29 of the Banning Municipal Code. The modification resulted in an update to the City's "Fee Ordinance". The fees included in the suspension were previously set at the following rates:

- Conditional Use Permit (CUP): \$4,779
- Home Occupation Permit: \$205 one time [+ \$50 plus \$4 CASp annual]
- Sign Permits: \$537
- Temporary Sign Permits: \$235

During the one-year suspension period, approximately \$32,403 in fees were waived. In comparison to the full previous fiscal year, revenues were \$42,293. The chart below illustrates the differences by category in revenue. For CUPs, four (4) application fees were waived, in comparison to FY17 when five (5) applications were processed. For the one time, \$205 charge for home occupation permits, there were 20 in FY 17 in comparison to 36 during the fee suspension period.

Fee Suspension Impact and Previous Year				
Permit Type	FY 17 Actuals		3/28/18 - 3/29/19	
	Revenue	Permits	Revenue	
CUPs	\$ 23,895	4	\$ 19,116	
Sign Permits	\$ 14,298	11	\$ 5,907	
Home Occupation Permits	\$ 4,100	36	\$ 7,380	
	\$ 42,293		\$ 32,403	

FISCAL IMPACT:

If the fee suspension were to be continued for an additional year, a loss of revenue in the amount of approximately \$40,000 to the General Fund is anticipated, which would be split between FY 19 & FY 20.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-____ Approving one additional year for fee suspension

2. Resolution 2019-____ Approving termination of one additional year for fee suspension
3. Fee Suspension Staff Report, March 27, 2018
4. Zoning Code Excerpts, Table 17.12.020 (Permitted, Conditional and Prohibited Residential Uses)

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-_____ Approving termination of one additional year for fee
suspension

RESOLUTION NO. 2019-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE TERMINATION OF A TEMPORARY FEE SUSPENSION OF COLLECTION OF CERTAIN PLANNING DEPARTMENT FEES PURSUANT TO CHAPTER SECTION 17.48.030 OF THE BANNING MUNICIPAL CODE

WHEREAS, the City Council has established a schedule of fees for planning and land use development applications, permits, amendments, and other zoning related applications and entitlements required by the City of Banning's Zoning Ordinance, pursuant to Section 17.48.030 of the Banning Municipal Code; and

WHEREAS, pursuant to City Council Resolution 2006-14 (the City's Fee Resolution), the City revised and updated its Fee and Service Charge Revenue/Cost Comparison System to update and establish, amongst other fees, fees for planning and land use entitlement applications, including fees for Conditional Use Permits (CUPs), Home Occupation Permits, Sign Permits and Temporary Sign Permits; and

WHEREAS, the City Council desires to facilitate greater development and business activity in the City and thereby improve the economy of the City by reducing cost barriers to certain types of development applications and permits; and

WHEREAS, on March 27, 2018 the City Council approved a one year suspension of certain business related Planning Department fees, including Conditional Use Permits, Temporary Sign Permits, Sign Permits, and Home Occupation Permits; and

WHEREAS, the City Council now intends to terminate the fee suspension and reinstate fees for Conditional Use Permits and all Home Occupation Permits, Sign Permits and Temporary Sign Permits.

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

SECTION 1. The City Council approved the termination of a one-year suspension of business related fees.

SECTION 2. The City will begin fee collection for Conditional Use Permits, Home Occupation Permits, Temporary Sign Permits, and Sign Permits as of April 24th, 2019.

SECTION 3. The Administrative Services Director is authorized to make necessary budget adjustments and transfers related to this amendment.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2019.

Arthur L. Welch, Mayor
City of Banning

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Resolution 2019-_____ Approving one additional year for fee suspension

RESOLUTION NO. 2019-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A ONE YEAR CONTINUANCE FOR THE SUSPENSION OF COLLECTION OF CERTAIN PLANNING DEPARTMENT FEES PURSUANT TO CHAPTER SECTION 17.48.030 OF THE BANNING MUNICIPAL CODE

WHEREAS, the City Council has established a schedule of fees for planning and land use development applications, permits, amendments, and other zoning related applications and entitlements required by the City of Banning's Zoning Ordinance, pursuant to Section 17.48.030 of the Banning Municipal Code; and

WHEREAS, pursuant to City Council Resolution 2006-14 (the City's Fee Resolution), the City revised and updated its Fee and Service Charge Revenue/Cost Comparison System to update and establish, amongst other fees, fees for planning and land use entitlement applications, including fees for Conditional Use Permits (CUPs), Home Occupation Permits, Sign Permits and Temporary Sign Permits; and

WHEREAS, the City Council desires to facilitate greater development and business activity in the City and thereby improve the economy of the City by reducing cost barriers to certain types of development applications and permits; and

WHEREAS, on March 27, 2018 the City Council approved a one year suspension of certain business related Planning Department fees, including Conditional Use Permits, Temporary Sign Permits, Sign Permits, and Home Occupation Permits; and

WHEREAS, the City Council now intends to continue the fee suspension, for an additional period of twelve (12) months, the collection of fees that are otherwise required for the application and processing of certain Conditional Use Permits and all Home Occupation Permits, Sign Permits and Temporary Sign Permits as a means of stimulating business activity within the City.

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

SECTION 1. ENVIRONMENTAL DETERMINATIONS

A. California Environmental Quality Act (CEQA)

The City Council finds that the temporary suspension of certain Planning Department fees will not have any physical effect on the environment and is therefore exempt from the requirements of the California Environmental Quality Act (CEQA). Pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The temporary suspension of specified Planning Department fees does not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can

be seen with certainty that there is no possibility that adoption of Resolution 2019-XX will have a significant adverse effect on the environment, and thus the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

B. Multiple Species Habitat Conservation Plan (MSHCP)

The temporary suspension of specified Planning Department fees does not relate to any one physical project and this action is not subject to the MSHCP. Further, projects that may be subject to this Resolution will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. FINDINGS

A. The City Council hereby finds that the continued suspension of specified Planning Department application fees for certain Conditional Use Permits and all Home Occupation Permits, Sign Permits and Temporary Sign Permits, will reduce barriers to development and will result in economic benefits to local businesses so as to assist in additional economic development in the City. The loss in revenues resulting from the temporary suspension will be offset by business development and business retention as a result of said suspension in fees and therefore serves an important public and municipal purpose.

B. The City Council further finds that by the continued suspension in the collection of specified Planning Department fees, the City is not imposing or increasing any fee for providing a public service and thus the notice and public hearings that are imposed pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.) are not applicable to this action. In addition, upon the expiration of the 12-month suspension period, the City will reinstitute the collection of the suspended fees, and that reinstitution of the normal collection of the fees will not constitute the imposition of a new fee or the increase in any existing fee because the previously adopted amount of the fees would not be changed or altered at the point of the automatic expiration of that 12-month suspension period.

SECTION 3. TEMPORARY SUSPENSION OF SPECIFIED FEES

A. Pursuant to Section 17.48.030 of the Banning Municipal Code, the City Council hereby temporarily suspends the collection of Planning Department fees for the application and processing of certain Conditional Use Permits and all Home Occupation Permits, Sign Permits and Temporary Sign Permits for an additional period of twelve (12) months from the date this Resolution is adopted. Upon the expiration of this twelve month suspension period, the City shall require any new application for the processing

of category of permit or approval that was subject to suspension under this Resolution and which is submitted to the City on or after that expiration date, to pay the amount of the fee that was in effect immediately prior to the adoption of this Resolution. Included in the suspension of application fees for Conditional Use Permits are applications for the following Conditional Use Permits identified in Resolution No. 2006-114: CUP – residential, and CUP – minor- nonresidential. Excluded from the suspension, are application fees for cannabis business Conditional Use Permits, to the extent the City establishes them, and sexually oriented businesses.

B. By the adoption of this Resolution, the City is not suspending the collection of any other Planning Department Fee or any other fee imposed or collected by the City, and except as otherwise provided in this Resolution, all terms and provisions of City Council Resolution No. 2006-114 shall remain in full force and effect.

SECTION 4. TERM OF SUSPENSION PERIOD

The temporary suspension of the fees that are the subject of this Resolution shall be effective on March 26, 2019 and continue through March 25, 2020 unless sooner terminated or extended by Resolution adopted by the City Council.

SECTION 5. CITY CLERK CERTIFICATION

That the City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2019.

Arthur L. Welch, Mayor
City of Banning

Daryl Betancur, Deputy City Clerk
City of Banning

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 3

Fee Suspension Staff Report, March 27, 2018



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: March 27, 2018

SUBJECT: Resolution 2018-30, Discuss and Consider Temporary Suspension of Certain Business Related Planning Department Application Fees

RECOMMENDATION:

The City Council has the following options related to certain Planning Department application fees:

1. Temporarily suspend certain business related Planning Department application fees as provided for in the attached Resolution 2018-30.
(Adopt a Resolution suspending the collection of Planning Department application fees for certain Conditional Use Permits and all Home Occupation Permits, Sign Permits, and Temporary Sign Permits, for a twelve (12) month period.)
2. Reduce, rather than suspend, the indicated Planning Department application fees.
3. Take no action.

BACKGROUND

At the February 27, 2018 regular City Council meeting, a future agenda item was requested by Mayor Pro Tem Peterson for the City Council to discuss a one-year moratorium on business related application fees. Information regarding business-related application fees was subsequently provided to the Budget and Finance Committee for review.

COMMITTEE RECOMMENDATION

At its March 14, 2018 meeting, the Budget & Finance Committee discussed business related permit application fees and related revenues for the previous year. The Committee unanimously recommended instituting a one-year suspension of certain

Planning Department application fees as a means of assisting additional business development activities in the City. The application fees that the Committee recommended be suspended for one year are fees for the application and processing of residential and non-residential Conditional Use Permits, Home Occupation Permits, Sign Permits and Temporary Sign Permits. Fees for CUP Amendments, and CUPs for sexually oriented businesses as defined in the Municipal Code and which are listed as a separate fee in the fee schedule were not included in the discussion and would not be suspended. Additionally, any cannabis business Conditional Use Permit (if one is imposed) would be excepted from the suspension.

JUSTIFICATION

The temporary suspension of certain Planning Department application fees is intended to support the City's economic development strategic goals of improving the City's competitive position for business attraction and retention.

ANALYSIS

Banning Municipal Code Section 17.48.030 – Fees, states, in relevant part, that “The Council shall, by resolution, establish a schedule of fees for permits, amendments and other matters pertaining to this Zoning Ordinance. The schedule of fees may be changed or modified by resolution of the Council.”

Current Planning Department fees are set by City Council Resolution 2006-114 and are found on Page 20 of 20 of Exhibit B to that Resolution

The following Planning Department application fees are proposed to be suspended for twelve (12) months: Conditional Use Permit fees for residential and non-residential uses (currently \$6089.00 and \$4,779.00 each, respectively), Home Occupation Permit fees (currently \$205.00 each), Sign Permits (currently \$537.00 each), and Temporary Signs (currently \$235.00).

Fees for applications to amend existing CUP approvals are not included in the suspension, nor are fees for Conditional Use Permits for sexually oriented businesses as defined in the Municipal Code (the latter category has a separate listed fee on the City's fee schedule which was not discussed for suspension). Additionally, any cannabis business Conditional Use Permit, if approved for consideration in the future, would also be excepted from the fee suspension. The proposed suspension of the collection of these fees would be temporary and remain in suspension for a twelve (12) month period. This means that if an applicant for any one or more of these specified permits submits an application for the processing and approval of one or more of these permits, the City will accept the application without the payment of the required application fee. The twelve month suspension period will run from March 27, 2018 through March 26, 2019. After the expiration of the suspension period, an applicant for one of these permits who submits his or her application on or after March 27, 2019 will be required to pay the dollar amount of the application fee that is specified in Resolution No. 2006-14 or such other amount as specified by subsequent Resolution.

FISCAL IMPACT:

The table below shows 2017 revenues for the applications described. The General Fund would be expected to be similarly impacted by a twelve-month suspension of these fees. Please note that cannabis businesses, if permitted, would be excepted from the suspension.

<i>Planning Department</i>	
Application Description	FY17 Actual
Conditional Use Permit	23,895
Home Occupation Permit	4,100
Sign Permits (all)	14,298
Total	42,293

FINDINGS:

The temporary suspension of specified Planning Department application fees for certain Conditional Use Permits and all Home Occupation Permits, Sign Permits and Temporary Sign Permits would be based on the finding that such action will reduce barriers to development and will result in economic benefits to local businesses so as to assist in additional economic development in the City and that the loss in revenues resulting from the temporary suspension will be offset by business development and business retention as a result of said suspension in fees and therefore serves an important public and municipal purpose.

As the City is not imposing or increasing any fee for providing a public service, the notice and public hearings that are imposed pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.) are not applicable to this action. In addition, upon the expiration of the 12-month suspension period, the City will reinstitute the collection of the suspended fees, and that reinstitution of the normal collection of the fees will not constitute the imposition of a new fee or the increase in any existing fee because the previously adopted amount of the fees would not be changed or altered at the point of the automatic expiration of that 12-month suspension period.

The temporary suspension of specified Planning Department fees does not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that adoption of the attached Resolution will have a significant adverse effect on the environment, and thus the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3) of

the CEQA Guidelines.

The temporary suspension of specified Planning Department fees does not relate to any one physical project and this action is not subject to the MSHCP.

ATTACHMENTS:

1. City Council Resolution No. 2018-30
2. Resolution No. 2006-114
3. Zoning Code Excerpts, Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) and Table 17.08.020 (Permitted, Conditional and Prohibited Residential Uses)

Approved by:

Rochelle Clayton, Interim City Manager

ATTACHMENT 4

Zoning Code Excerpts, Table 17.12.020 (Permitted, Conditional and
Prohibited Residential Uses)

17.12.020 - Permitted, conditional and prohibited uses.

The following list represents those uses in the commercial and industrial districts which are Permitted (P), subject to a Conditional Use Permit (C) or Prohibited (X).

Table 17.12.020**Permitted, Conditional and Prohibited Commercial and Industrial Uses**

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Resource and Open Space Uses								
Plant nurseries, with on-site sales	X	P	X	X	X	X	C	C
Plant nurseries, without on-site sales	X	C	X	X	X	X	X	C
Surface mining ¹	X	X	X	X	C	X	X	D
Cargo/storage containers ²	X	T	T	X	C	C	C	C
Community Gardens	P	P	P	P	P	P	P	P
Recreation, Education and Public Assembly								
Adult entertainment	X	X	X	X	C	X	X	X
Adult day care facilities	X	C	C	C	X	X	C	X
Automobile race track	X	X	X	X	C	C	X	X
Billiard parlors/pool halls	C	C	C	X	X	C	C	X
Churches	C	C	C	C	C	X	C	C
Community centers	P	P	C	C	X	X	X	X

Convention facilities	P	P	P	X	X	P	X	X
Day care centers	C	C	C	C	X	X	C	X
Health/fitness facilities	C	P	P	P	X	X	C	X
Indoor recreation centers	C	P	P	X	X	C	X	X
Libraries	P	P	P	P	X	P	X	X
Marijuana Cultivation	X	X	X	X	X	X	X	X
Marijuana Dispensary	X	X	X	X	X	X	X	X
Membership organization facilities	X	X	X	C	C	P	C	X
Museums	P	P	P	P	X	P	X	X
Outdoor commercial recreation	P	P	P	C	X	C	C	X
Public parks and playgrounds	P	P	P	P	X	P	P	X
Recreational vehicle (RV) parks	X	X	C	X	X	X	X	X
Recreational vehicle (RV) storage	X	X	X	X	C	X	C	X
Schools	X	X	X	C	X	P	X	X
Sport facilities and outdoor public assembly	C	C	C	C	X	C	C	X
Studios for dance, art, music, photography, etc.	P	P	P	P	C	X	C	X
Theatres and meeting halls	C	C	C	C	C	X	C	C
Retail Uses								

Accessory retail uses	P	P	P	P	P	P	P	X
Alcoholic beverage sales, on- or off-site	X	C	C	C	X	X	X	X
Antique stores	P	P	P	X	X	X	P	X
Art galleries	P	P	C	C	X	P	P	X
Auto, mobile home, and motor vehicle sales, and part sales, new	X	P	P	X	P	P	C	X
Auto, mobile home, and motor vehicle sales, and part sales, new and used ³	X	P	P	X	P	P	C	X
Bakeries, retail	P	P	P	P	X	X	P	X
Bars and drinking establishments	C	C	C	X	X	C	X	X
Building material stores	X	P	P	X	X	X	P	X
Certified farmers' markets	P	P	P	X	X	X	X	X
Convenience stores	C	P	P	C	X	C	X	X
Convenience stores, no liquor sales	P	P	P	X	X	X	P	X
Department stores	P	P	P	X	X	X	P	X
Drive-in/drive-through sales	X	P	P	C	X	X	C	X
Drug stores	P	P	P	C	X	X	C	X
Factory outlet centers	X	P	P	X	X	X	C	X

Farm and ranch supply stores	X	P	P	X	X	X	X	X
Furniture, furnishings, home equipment stores	P	P	P	X	X	X	P	X
Gift shops	P	P	P	P	X	P	P	X
Grocery stores, retail butchers and green grocers	P	P	P	X	X	X	C	X
Hardware/lumber stores	C	P	P	X	P	X	P	X
Liquor stores (off-site consumption)	X	C	C	C	X	X	X	X
Outdoor retail merchandise display and activities	P	C	C	C	X	X	C	X
Outdoor retail sales, temporary	T	T	T	T	X	T	T	X
Pawn shops	X	C	C	X	X	X	C	X
Pet stores and grooming	P	P	P	X	X	X	P	X
Restaurants, no beer, wine or liquor sales	P	P	P	P	C	C	P	C
Restaurants, serving beer, wine or liquor	P	P	P	P	C	C	P	C
Restaurants, drive-in, take-out, fast food	C	P	P	C	X	X	C	X
Retail stores, general merchandise	P	P	P	X	X	X	P	X
Second hand/thrift stores	X	C	C	X	X	X	X	X

Shopping centers, 15,000 square feet or more	C	P	P	X	X	X	C	X
Video rental stores	P	P	P	X	X	X	P	X
Warehouse or club stores (i.e., "Big box stores")	X	P	P	P	X	X	P	X
Services								
Automatic teller machine (ATM), not at a bank	P	P	P	P	X	P	P	X
Banks and financial establishments/services	P	P	P	P	X	X	P	X
Barber shops and beauty shops	P	P	P	X	X	X	P	X
Bed and breakfast establishments	P	C	C	X	X	X	X	X
Boarding house	X	X	C	X	X	X	X	X
Business support/secretarial services	P	P	P	P	X	P	P	X
Car wash	X	P	P	X	X	X	C	X
Columbarium's and mortuaries	X	C	C	X	X	X	C	X
Construction storage (indoor and/or outdoor)	X	X	X	X	P	X	C	C
Drive-in and drive-through services	X	P	P	C	X	X	C	X
Dry cleaning, retail	C	P	P	C	X	X	P	X

Equipment rental yards	X	X	C	X	P	C	C	X
Fortune-Telling	X	C	C	C	C	C	C	X
Government offices	P	C	C	P	X	P	P	X
Hookah and Smoking Lounges	X	C	C	C	C	C	C	X
Hotels and motels	P	P	P	X	X	X	C	X
Laundry, coin operated	C	P	P	X	X	X	X	X
Massage Establishment	P	P	P	P	X	P	P	X
Medical services, clinics and labs	C	C	C	P	X	X	C	X
Mobile Vending	T	T	T	T	T	T	T	T
Professional offices	P	P	P	P	X	P	P	X
Public parking	P	P	P	P	P	P	P	X
Public utility and safety facilities	P	P	P	P	P	P	P	P
Real estate offices	P	P	P	P	X	X	P	X
Repair and maintenance of consumer products	X	P	P	C	X	X	P	X
Repair and maintenance of motor vehicles, including auto body	X	C	P	X	P	P	P	X
Research and development facilities	X	X	X	C	C	C	P	X
Storage, accessory, including self-storage	X	X	X	X	C	X	C	X

Tattoo and Body Piercing Parlors	X	C	C	C	C	C	X	X
Vehicle fueling/service stations	X	P	P	P	X	P	P	X
Veterinary clinics, animal hospitals, grooming	C	P	P	P	X	X	P	X
Manufacturing and Processing Uses								
Assembly from prefabricated parts or products	X	C ⁴	X	X	P	P	P	X
Auto wrecking/parts salvaging	X	X	X	X	C	X	X	X
Bakeries, wholesale	X	X	X	X	P	X	P	X
Breweries and distilleries	C	C	C	X	C	X	C	X
Breweries and distilleries, ancillary to a bar or restaurant	C	C	C	X	X	P	C	X
Cabinet shops, carpentry, furniture manufacturing and assembly	X	X	X	X	P	X	P	X
Ceramics manufacturing and assembly	X	X	X	X	P	X	P	X
Cleaning and dyeing plants	X	X	X	X	P	X	X	X
Contractor's storage yards	X	X	X	X	P	C	C	P
Creameries and dairies	X	X	X	X	C	X	X	X
Distribution	X	X	X	X	P	P	P	X

Food products manufacturing	X	X	X	X	P	X	C	X
Furniture and fixtures	X	X	X	X	P	X	P	X
Garment and shoe manufacturing	X	X	X	X	P	X	P	X
Ice and cold storage	X	X	X	X	P	P	P	X
Laundries and dry cleaning plants	C	C	C	C	P	X	C	X
Lumber yards	X	X	X	X	P	X	C	X
Machining, welding and blacksmithing	X	X	X	X	P	P	C	C
Manufacturing facilities, light	X	X	X	X	P	C	P	X
Manufacturing facilities, heavy	X	X	X	X	P	C	X	X
Metal plating shops	X	X	X	X	C	X	X	X
Mixed-use office/industrial	X	X	X	X	P	C	P	C
Mixed-use industrial/commercial	X	X	X	X	P	X	C	X
Packing plant	X	X	X	X	P	X	P	X
Printing/publishing	C	C	C	C	P	X	P	X
Recycling facilities	X	X	X	X	P	X	C	X
Recycling—Reverse vending machines	P	P	P	X	P	X	P	X
Sheet metal shops	X	X	X	X	P	P	C	C

Stone and granite storage and sales	X	X	X	X	P	X	C	P
Storage yard	X	X	X	X	P	C	C	P
Tire recapping, retreading and storage	X	X	X	X	C	C	C	X
Truck (commercial) repair, towing, storage and service	X	X	X	X	P	P	C	C
Trucking yard or terminal	X	X	X	X	C	C	C	X
Warehousing	X	X	X	X	P	P	P	C
Wholesaling	X	X	X	X	P	C	P	X
Residential Uses								
Caretaker/watchperson's dwelling	C	X	X	X	C	C	C	C
Guest house	X	X	X	X	X	X	X	X
Home occupations	P	X	X	X	X	X	X	X
Mixed-use, residential/commercial	P	P	C	C	X	C	C	X
Residential accessory uses and structures	C	X	X	X	X	X	X	X
Residential care facility, large	X	X	C	X	X	X	X	X
Residential care facility, small, licensed	X	X	C	X	X	X	X	X
Residential care facility, small, unlicensed	X	X	C	X	X	X	X	X

Congregate care housing	C	X	X	C	X	X	C	X
Single room occupancy facility	C	X	C	X	X	X	X	X
Single-family dwellings, existing	P	X	X	X	X	X	X	X
Single-family dwellings, new	X	X	X	X	X	X	X	X
Accessory Dwelling Unit	X	X	X	X	X	X	X	X
Other Uses								
Commercial or telecommunications antennae	X	C	C	C	C	C	C	C
Public utility facilities	X	P	P	P	P	P	P	P
Emergency shelters	X	X	X	X	X	P	X	X

¹ Surface mining permit required. See Chapter 17.100.

² Cargo and storage containers in the commercial zones are only to be used for temporary (seasonal) storage, and require a temporary use permit.

³ Reserved.

⁴ Refer to Section 17.12.050(B) for conditional use permit requirements.

⁵ A government office shall include administrative functions as well as those activities that will involve on-site customer patronage. A government office that is only administrative in nature, involving no customer patronage, can be considered a professional office.

⁶ When undertaken in conjunction with on-site retail as a primary use.

⁷ Existing mixed residential/commercial uses that are legal and nonconforming with respect to Conditional Use Permits may be reoccupied.

(Zoning Ord. dated 1/31/06, § 9103.02; Ord. No. 1355, § 3 (part); Ord. No. 1387, § 3; Ord. No. 1392, § 3; Ord. No. 1426, § 5, 9-14-10; Ord. No. 1434, §§ 4, 14, 15, 2-8-11; Ord. No. 1448, § 7, 5-8-12; Ord. No. 1467, §§ 4, 6, 8-13-13; Ord. No. 1469, §§ 3, 8, 10-8-13; Ord. No. 1476, § 3, 1-28-14; Ord. No. 1488, § 3.2.a., 6-9-15; Ord. No. 1496, § 3(2), 5-10-16; Ord. No. 1507, § 3.2.3, 3-14-17; Ord. No. 1509, §, 4-11-17; Ord. No. 1510, § 3(2), 9-11-17; Ord. No. 1512, § 6, 10-10-17)

17.08.020 - Permitted, conditional and prohibited uses.

The following list represents those uses in the residential districts which are Permitted (P), subject to a Conditional Use Permit (C) or Prohibited (X):

Table 17.08.020**Permitted, Conditional and Prohibited Residential Uses**

Zone	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MHP
Residential Uses									
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	X
Community Gardens	P	P	P	P	P	P	P	P	P
Condominiums and Townhomes	X	X	X	X	C	C	P	P	X
Congregate Care Facility	X	X	X	X	X	P	P	P	X
Day Care Center	P	P	X	X	X	C	C	C	C
Day Care Home, Small ¹	P	P	P	P	P	P	P	P	P
Day Care Home, Large ²	C	C	C	C	C	C	C	C	C
Dormitory	X	X	X	X	X	C	C	C	X
Homeless Shelter	X	X	X	X	X	X	X	C	C
Marijuana Cultivation ⁶	P	P	P	P	P	P	P	P	P

Marijuana Dispensary	X	X	X	X	X	X	X	X	X
Mobile Home Parks or Subdivisions	X	X	X	X	X	X	C	C	P
Multi-Family Dwelling	X	X	X	X	X	C	P	P	X
Planned Unit Development	X	X	X	P	P	P	P	P	X
Residential Care Facility, Large	X	X	X	X	X	X	C	C	X
Residential Care Facility, Small, Licensed	P	P	P	P	P	P	P	P	P
Residential Care Facility, Small, Unlicensed	X	X	X	X	X	X	C	C	X
Second Dwelling Unit	P	P	P	P	P	P	P	P	X
Single Family Dwelling	P	P	P	P	P	P	P	C	X
Single Room Occupancy	X	X	X	X	X	X	X	C	X
Equestrian Uses									
Stables, Private	P	P	P	P	P	X	X	X	X
Stables, Commercial	P	C	P	C	C	X	X	X	X

Tack and Feed Stores	C	C	C	X	X	X	X	X	X
Veterinary Offices and Hospitals	C	X	C	X	C	X	X	X	X
Agricultural Uses									
Grazing of Animals	P	P	P	P	P	P	X	X	X
Kennels and Catteries, commercial	C	C	C	C	C	C	X	X	X
Locally Adaptive Farming	P ⁵	P ⁵	C	C	X	X	X	X	X
Factory Farms with Genetic Monocultures	X	X	X	X	X	X	X	X	X
Ranching	P	P	C	C	X	X	X	X	X
Recreational Uses									
Clubhouses	C	X	C	X	C	C	C	C	C
Golf Courses and Related Facilities	C	X	C	X	C	C	C	C	C
Swimming Pool/Sports Club	X	X	X	X	C	C	C	C	C
Sports Courts and Fields	C	X	C	X	C	C	C	C	X
Accessory Uses									

Telecommunications Antennae	C	X	X	X	X	X	X	X	X
Garages (for storage of vehicles only, in excess to that required under <u>Chapter 17.28</u> (Parking Regulations))	C	X	C	X	C	C	X	X	X
Other Uses									
Bed and Breakfast	C	C	C	C	C	C	C	X	X
Boarding House	X	X	X	X	X	X	X	X	X
Cemeteries	C	X	C	X	C	C	X	X	X
Churches	C	X	C	X	C	C	C	C	C
Utility Facilities	C	C	C	C	C	C	C	C	C
Private Schools	C	C	C	C	C	C	C	C	C
Neighborhood Oriented Retail Stores ³	X	X	X	X	X	X	C	X	X
Temporary Uses ⁴	T	T	T	T	T	T	T	T	T

* Housing developments in the HDR-20/AHO district are permitted at a density of 20—24 dwelling units per acre when at least 20 percent of the units are reserved for lower-income households in conformance with Program 5 of the Housing Element. Development standards for qualifying developments shall be as provided for the HDR district in Chapter 17.24.

Housing developments in the VHDR district are permitted at a minimum density of twenty dwelling units per acre by-right when at least fifty percent of the units are reserved for lower income households.

¹ Small family day care homes are permitted by right in single-family residences located in any residential zone. Small family day care homes are not permitted in multiple-family residences.

² Large family day care homes are conditionally permitted in single-family residences located in any residential zone. Large family day care homes are not permitted in multiple-family residences.

³ Neighborhood-oriented retail stores, as defined in the General Plan, consist of "corner store" type development such as convenience stores, grocery or green grocer, video rental, drug stores, sit down restaurants, coffee shops or coffee bars or similar uses, less than five thousand square feet in total square footage.

⁴ Temporary uses require temporary use permit. See Chapter 17.108 for provisions.

⁵ Agricultural employee housing allowed with up to twelve units or thirty-six persons, and/or up to six workers as a single-family use.

⁶ Marijuana Cultivation requires a Marijuana Cultivation License. See Chapter 5.34 for provisions.

(Zoning Ord. dated 1/31/06, § 9102.02; Ord. No. 1392, § 2.)

(Ord. No. 1466, § 3(4), (6), 8-13-13; Ord. No. 1467, §§ 4, 6, 8-13-13; Ord. No. 1482, § 3(2), 1-13-15; Ord. No. 1496, § 3(2), 5-10-16; Ord. No. 1507, § 3.2.2, 3-14-17; Ord. No. 1509, § 3, 4-11-17; Ord. No. 1510, § 3(2), 9-11-17; Ord. No. 1512, § 6, 10-10-17)

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**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Douglas Schulze, City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: March 26, 2019

SUBJECT: Adopt Resolution of the Utility Authority, Awarding a Professional Services Agreement to Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume System in the amount of \$100,000 and Awarding a Professional Services Agreement to Churchwell White, LLP in the amount of \$100,000 for Legal Services to the Water and Wastewater Divisions of the Public Works Department

RECOMMENDED ACTION:

Staff recommends that the Banning Utility Authority adopt Resolution 2019-___ UA:

- I. Awarding a Professional Services Agreement to Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume System for an amount not to exceed \$100,000 for the remainder of fiscal year 2018/2019 and all of fiscal year 2019/2020.
- II. Awarding a Professional Services Agreement to Churchwell White, LLP for Legal Services to the Water and Wastewater Divisions of the Public Works Department in an amount "not to exceed" \$100,000 for the remainder of fiscal year 2018/2019 and all of fiscal year 2019/2020.
- III. Authorizing the City Manager and/or his designee to make necessary budget adjustments, appropriations and transfers related to the two Professional Services Agreements.
- IV. Authorizing the City Manager or his designee to execute both Professional Services Agreements.
- V. Authorizing the Deputy Secretary of the Banning Utility Authority to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

BACKGROUND:

The Water and Wastewater Divisions of the Public Works Department are currently engaged in several projects and activities that require specialized legal representation such as:

- Negotiations related to the transfer of the San Geronio Flume from Southern California Edison, related permitting from the United States Forest Service (USFS) and participation in the Federal Energy Regulatory Commission's (FERC) Dispute Resolution Service (DRS) process.
- Negotiations related to and implementation of the Sustainable Groundwater Water Management Act (SGMA).
- Beaumont Basin Watermaster which oversees the management of the adjudicated portions of the Beaumont Basin and which the City has been court appointed as a committee member.
- Regulatory permitting related to capital projects and operations of the Water and Wastewater Divisions.

On October 5, 2018 the Public Works Department advertised in the newspaper as well as Planet Bids a Request for Proposals (RFP) for legal services for the above related items as well as others (see attached RFP for full scope of services). As a response the City received six (6) formal proposals, which were evaluated by an evaluation committee and were ranked as follows:

Firm	Score
Churchwell White LLP	1310
Rutan & Tucker, LLP	1265
Aleshire & Wynder, LLP	1170
Burke, Williams & Sorensen, LLP	1155
Downey Brand LLP	1030
Gresham Savage Nolan & Tilden, PC	970

Although the proposal from the highest ranked firm displayed the necessary experience and knowledge to represent the City in most matters related to the Water and Wastewater Divisions, staff felt that they were not the best suited to provide legal services related to the San Geronio Flume project. Therefore, staff reached out to Falen Law Offices, LLC. and requested a proposal from them. The Falen Law Offices, LLC. have specific expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), Forest Service appeals, 1891 Right of Way Act and Federal land issues, all of which relate to the San Geronio Flume project.

JUSTIFICATION:

The Public Works Department requires legal services for specific projects and issues related to the Water and Wastewater Divisions. Based on the evaluation of proposals

received as result of an advertised RFP, staff recommends that a professional services agreement be awarded to Churchwell White, LLP for the scope of services listed in the RFP with the exception of the transfer of the San Gorgonio Flume project.

Staff has reviewed the qualifications of the Falen Law Offices, LLC. and has discussed the San Gorgonio Flume project with the firm. It is the opinion of staff that the Falen Law Offices, LLC is the best suited to assist the City with the transfer of the San Gorgonio Flume project.

The procurement of legal services is exempt from the City's purchasing policy as described in Administrative Policy B-30, Procurement Policies and Procedures, 3-105 (6).

FISCAL IMPACT:

The Professional Services Agreement with the Falen Law Offices, LLC in the amount of \$100,000 for the remainder of fiscal year 2018/2019 and all of fiscal year 2019/2020 will be funded by Account No. 660-6300-471.90-78.

The Professional Services Agreement with Churchwell White, LLP in the amount of \$100,000 for the remainder of fiscal year 2018/2019 and all of fiscal year 2019/2020 will be funded by Account No. 660-6300-471.33-04.

Funding for both Professional Services Agreements is available as part of the current approved budget.

ALTERNATIVE:

Do not approve the resolution as recommended and provide alternative direction to staff

ATTACHMENTS:

1. Resolution 2019-____ UA
2. Request for Proposals
3. Proposal from Falen Law Offices, LLC
4. Proposal from Churchwell White, LLP
5. Professional Services Agreement Falen Law Offices, LLC
6. Professional Services Agreement Churchwell White, LLP

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

(Resolution 2019-____ - UA)

RESOLUTION 2019-__ UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FALEN LAW OFFICES, LLC FOR LEGAL SERVICES TO THE TRANSFER OF THE SAN GORGONIO FLUME SYSTEM IN THE AMOUNT OF \$100,000 AND AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CHURCHWELL WHITE, LLP IN THE AMOUNT OF \$100,000 FOR LEGAL SERVICES RELATED TO THE WATER AND WASTEWATER DIVISIONS OF THE PUBLIC WORKS DEPARTMENT

WHEREAS, The Water and Wastewater Divisions of the Public Works Department are currently engaged in several projects and activities that require specialized legal representation including, but not limited to:

- Negotiations related to the transfer of the San Gorgonio Flume from Southern California Edison, related permitting from the United States Forest Services (USFS) and participation in the Federal Energy Regulatory Commission's (FERC) Dispute Resolution Service (DRS) process;
- Negotiations related to and implementation of the Sustainable Groundwater Water Management Act (SGMA);
- Beaumont Basin Watermaster which oversees the management of the adjudicated portions of the Beaumont Basin and which the City has been court appointed as a committee member;
- Regulatory permitting related to the capital projects and operations of the Water and Wastewater Divisions; and

WHEREAS, the City received six (6) proposals as a response to an advertised Request for Proposal for legal services; and

WHEREAS, Churchwell White, LLP was rated the highest by an evaluation committee to provide legal services to the Water and Wastewater Division; and

WHEREAS, staff solicited a proposal from Falen Law Offices, LLC (FLO) and have opined that (FLO) has the necessary specialized expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), Forest Service appeals, 1891 Right of Way Act and Federal land issues all of which relate to the San Gorgonio Flume project; and

WHEREAS, staff recommends an award of a Professional Services Agreement to FLO for legal services related to the Transfer of the San Gorgonio Flume and a Professional Services Agreement to Churchwell White, LLP to provide legal services to the Water and Wastewater Divisions; and

WHEREAS, the procurement of legal services is exempt from the City's purchasing policy pursuant to Administrative Policy B-30, Procurement Policies and Procedures, 3-105 (6).

NOW, THEREFORE, BE IT RESOLVED, by the Banning Utility Authority of the City of Banning a follows:

SECTION 1. The Banning Utility Authority approves an agreement with Churchwell White, LLP of Sacramento, California for legal services to the Water and Wastewater Divisions of the Public Works Department in an amount of \$100,000.

SECTION 2. The Banning Utility Authority approves an agreement with Falen Law Offices, LLC of Cheyenne, Wyoming for legal services related to the transfer of the San Gorgonio Flume system in an amount of \$100,000.

SECTION 3. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to both Professional Services Agreements.

SECTION 4. The City Manager or his designee is authorized to execute the Professional Services Agreements on a form approved by the City Attorney.

SECTION 5. The Deputy Secretary of the Banning Utility Authority shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2019.

Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

Daryl Betancur, Deputy Secretary
Banning Utility Authority

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

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

CERTIFICATION:

I, Daryl Betancur, Deputy Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution No. 2019-XX UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur,
Deputy Secretary
City of Banning, California

ATTACHMENT 2

(Request for Proposals)



REQUEST FOR PROPOSAL
FOR
19-011
RETAINER FOR LEGAL COUNSEL SERVICES

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

Released on October 5, 2018

REQUEST FOR PROPOSAL (RFP) NO. 19-011
RETAINER FOR LEGAL COUNSEL 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 Retainer for Legal Counsel Services.

The City of Banning (City) is soliciting proposals from qualified consulting firms to provide the City of Banning legal counsel specialty services as it relates to its flume project protecting City water rights and negotiations related to the Sustainable Groundwater Management Act.

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 #19-011 Retainer for Legal Counsel Services, on or before the hour of 10:00 a.m. on November 2, 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 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 Geronio 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.

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Gorgonio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. United States Census Bureau American Community Survey estimates a population of approximately 30,325 for the City of Banning.

The City of Banning Water System collects 100% of the water that it supplies from local groundwater aquifers. It currently operates 21 active ground water production wells and co-owns 3 production wells with the Beaumont Cherry Valley Water District (total of 24 active wells). The 24 wells have a design capacity of 24,300 gallons per minute (GPM). The City facilities also include 11 storage tanks with a total storage capacity of 18.4 million gallons (MG). In 2017 the City produced and provided approximately 7,531 acre-feet to 10,766 connections. Water service is provided to the entire City as well as unincorporated areas of the county that bound the south City limits.

2. SCHEDULE OF EVENTS

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

Release of RFP	October 5, 2018
Deadline for Written Questions	October 25, 2018 by 3:00 p.m.
Responses to Questions Posted on Web	October 30, 2018 by 5:00 p.m.
Proposals are Due	November 2, 2018 by 10:00 a.m.
Interview (if held)	The Week of November 11, 2018
Approval of Contract	December 11, 2018 (Tentative)

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

3. SCOPE OF WORK

A professional law firm is solicited to provide services related to, but not limited to, Federal Land Use, Water Law, Federal/State policies (NEPA, CEQA, EPA) and Land Rights and work with the City on the following items:

1. Provide advice to City staff of matters of law, including but not limited to the water rights.
2. Attend City Council meetings on an as needed basis. Regular meetings are held on the 2nd and 4th Tuesday of each month beginning at 5:00 pm.
3. Attend other meetings such as Committee meetings requested by the Public Works Director.
4. Research and interpret laws, court decisions and other authorities in order to prepare legal opinions to advise the Public Works Director and City staff on legal matters pertaining to City interests.
5. Provide legal assistance and consultation to the Public Work Director or designee as requested on matters of property acquisitions, eminent domain, property rights and property management, encroachment, lease agreements and easements.
6. Legal services and specialties shall be required that address California Department of Fish and Wildlife (lake and streambed alterations), US Army Corps of Engineers (Clean Water Act Section 404), and Regional Water Quality Control Board (Clean water Act Section 401).
7. Provide Water Law legal services that addresses future legal agreement needs between the City and Banning Heights Mutual Water Company regarding surface and ground water allocations.
8. Provide legal services pertaining to land use issues including but not limited to property acquisitions, easements, public improvements, dedications and rights of way.
9. Legal services related to Sustainable Groundwater Management Act (See Attachment A).
10. Provide legal services related to the transfer of the San Gorgonio Flume Conveyance System (See Attachment B) provide consultation in dealing with the National Forest Service (e.g. land use, FLPMA, etc.) provide consultation in dealing with the Federal Energy Regulatory Commission.
11. Provide legal services pertaining to the Beaumont Basis Watermaster.
12. Provide legal services for regulatory permitting.

ADDITIONAL SERVICES

Consultant is encouraged in its proposals to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out in the Consultant's Fee Schedule.

4. PROPOSAL FORMAT GUIDELINES

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

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

- **Vendor Cover Letter**

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

- **Background and Project Summary Section**

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

- **Methodology Section**

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

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

- **Staffing**

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

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

- **Qualifications**

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

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

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

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

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

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

- **Financial Capacity**

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

- **Fee Proposal**

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

Provide an hourly Fee Schedule and Classification of personnel for the firm, along with the type of work they and any sub consultants will perform (Pricing Proposal Form).

- **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-----20%

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

3. Price Proposal-----40%

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

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

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 November 14, 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

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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.

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposers should use a separate form to state pricing for any added value. Pricing shall remain for a minimum of one (1) year. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustment shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) date for Riverside/SAN Bernardino/Ontario Area, 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.) The City is considering awarding a contract for a one-year term with the option to renew an additional four (4) single years upon satisfactory review of the provided services. Consultant shall provide a rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Job Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
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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. 19-011 Retainer for Legal Counsel Services RFP at any time after October 5, 2018.

OR

I certify that Proposer or Proposer's representatives have communicated after October 5, 2018 with a City Councilmember concerning the RFP No. 19-011 Retainer for Legal Counsel Services RFP. A copy of all such communications is attached to this form for public distribution.

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."

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 _____

If the answer is yes, explain the circumstances in the following space.

PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

VENDOR

**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 three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(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, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests

provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon

sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager

and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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 ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 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	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT _____

_____		SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT "A"
SCOPE OF SERVICES

- I. Consultant will perform the following services in connection with providing Insert Type of Work to be Completed prepared in connection therewith:**
- A. Meetings and Presentation
 - B. Plans, Specifications, and Estimates (PS&E)
 - C. Cost Estimate
 - D. Final Plans and Specifications
 - E. Bidding Phase Assistance
 - F. Construction Phase Assistance
 - G. Federal/State Documentation Assistance
 - H. Traffic Circle Plans
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A.
 - B.
 - C.
 - D.
 - E.
 - F.
 - G.
 - H.
 - I.
 - J.
 - K.
 - L.

- III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City apprised through periodic status reports regarding the performance of the services under this Agreement by the following means:
 - A. In-person meetings.
 - B. Email updates/questions to applicant team and City while reviews are underway.
 - C. Conference calls.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the services:
 - A.
 - B.
 - C.
 - D.
 - E.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

SAMPLE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.	Meetings and Presentations	
2.	Plans, Specifications and Estimates (PS&E)	
3.	Final Plans and Specifications	
4.	Bidding Phase Assistance	
5.	Construction Phase Assistance	
6.	Federal/State Documentation Assistance	
7.	Traffic Circle Plans	
	TOTAL	

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 AMOUNT IN DOLLARS (\$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

SAMPLE

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

SAMPLE

**MEMORANDUM OF AGREEMENT TO FORM A GROUNDWATER SUSTAINABILITY
AGENCY FOR A PORTION OF THE SAN GORGONIO PASS SUBBASIN AND TO
COORDINATE WITH OTHER GROUNDWATER SUSTAINABILITY AGENCIES**

This 2017 Memorandum of Agreement (MOA) is entered into by and among Cabazon Water District (CWD), City of Banning (Banning), Banning Heights Mutual Water Company (BHMWC), San Gorgonio Pass Water Agency (SGPWA), Mission Springs Water District (MSWD), and Desert Water Agency (DWA), which may be referred to herein individually as a "Party" and collectively as the "Parties."

Pursuant to the Sustainable Groundwater Management Act (SGMA) and as further set forth herein, the purposes of this MOA are to form a Groundwater Sustainability Agency (GSA) for a portion of the San Gorgonio Pass Subbasin, as described in greater detail below (Basin), the members of which GSA shall be CWD, Banning, BHMWC, and SGPWA (herein, the SGP-GSA), and to establish that the SGP-GSA will coordinate and cooperate with other GSAs that already exist and will be formed in the Basin.

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), codified in certain provisions of the California Government Code, commencing with Section 65350.5, and in Part 2.74 of Division 6 of the California Water Code, commencing with Section 10720; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, various clarifying amendments to SGMA were signed into law in 2015, including Senate Bills 13 and 226, and Assembly Bills 617 and 939, allowing, among other things, mutual water companies and water corporations regulated by the Public Utilities Commission to participate in a GSA through a memorandum of agreement or other legal agreement; and

WHEREAS, the San Gorgonio Pass Subbasin (Basin), as further depicted in **Exhibit A** to this MOA, is identified by the California Department of Water Resources (DWR) Bulletin 118 as Subbasin No. 7-21.04 of the Coachella Valley Groundwater Basin, and is designated by DWR as medium priority, and therefore, except as provided by SGMA, the Basin is subject to the requirements of SGMA; and

WHEREAS, the Parties recognize and agree that a portion of the Basin (the "Adjudicated Area") is subject to the Beaumont Basin adjudication and Judgment in the case referred to as *San Timoteo Watershed Management Authority v. City of Banning, et al.*, Riverside County Superior Court Case No. RIC 389197, and that pursuant to SGMA Section 10720.8(a)(1), said portion of the Basin generally is not subject to the requirements of SGMA and will not be managed by the SGP-GSA; and

WHEREAS, SGMA Section 10720.7 requires the Basin, as a medium priority basin which is not designated by DWR as being subject to critical conditions of overdraft, to be managed by a Groundwater Sustainability Plan (GSP) or coordinated GSPs by January 31, 2022; and

WHEREAS, SGMA Section 10727(b) authorizes (1) a single GSP covering the entire Basin developed and implemented by one GSA, (2) a single GSP covering the entire Basin developed and

implemented by multiple GSAs, or (3) multiple GSPs developed and implemented by multiple GSAs and coordinated pursuant to a single coordination agreement that covers the entire Basin; and

WHEREAS, SGMA Section 10735.2 requires the formation of a GSA or multiple GSAs for the Basin by June 30, 2017; and

WHEREAS, SGMA Section 10723.6(a) authorizes a combination of local agencies to form a GSA pursuant to a joint powers agreement, a memorandum of agreement, or other legal agreement, and SGMA Section 10723.6(b) authorizes a water corporation regulated by the Public Utilities Commission or a mutual water company to participate in a GSA through a memorandum of agreement or other legal agreement; and

WHEREAS, for purposes of forming the SGP-GSA, as further depicted in **Exhibit B** to this MOA, CWD, Banning, and SGPWA are local agencies as defined by SGMA, and BHMWC is a mutual water company, wherein each overlies at least a portion of the Basin and each has respective water supply, water management, and/or land use responsibilities within the Basin, and thus each is authorized by SGMA to become part of the SGP-GSA; and

WHEREAS, pursuant to SGMA Section 10723(c)(1)(C), DWA has been established as the exclusive GSA for a certain portion of the Basin (herein, the DWA-GSA), as further specified and depicted in **Exhibit C** to this MOA; and

WHEREAS, on or about September 28, 2016, MSWD filed an amended notice of intent to be a GSA for an approximately one-square mile area in the northeastern portion of the Basin that lies within the service areas of MSWD and SGPWA, which one-square mile area is further specified and depicted in **Exhibit D** to this MOA and is referred to herein as the "Verbenia Area"; and

WHEREAS, on or about January 10, 2017, SGPWA also filed a notice of intent to be a GSA for the Verbenia Area, as further specified and depicted in **Exhibit D** to this MOA; and

WHEREAS, on or about January 13, 2017, DWR designated the Verbenia Area to be in overlap for purposes of the competing GSA notices filed by MSWD and SGPWA, and thus MSWD and SGPWA are working together to establish a separate GSA for the Verbenia Area (herein, the Verbenia-GSA); and

WHEREAS, in accordance with the terms of this MOA, and in furtherance of the shared intent of the Parties to maximize funding opportunities for the Basin and avoid potential intervention in the Basin by the State Water Resources Control Board, the Parties agree that the SGP-GSA formed by this MOA will cover the entire Basin except (A) that portion of the Basin covered by the DWA-GSA wherein DWA is the exclusive GSA, (B) that portion of the Basin to be covered by the Verbenia-GSA to be established by MSWD and SGPWA, and (C) the Adjudicated Area portion of the Basin, and the Parties mutually desire and intend that the SGP-GSA, the DWA-GSA, and the Verbenia-GSA will cooperate and coordinate in subsequently preparing and implementing one or more GSPs for sustainable management of the Basin; and

WHEREAS, the Parties mutually desire and intend to work with local stakeholders and interested entities in the Basin that are not Parties to this MOA, including but not limited to the Morongo Band of Mission Indians (MBMI), the County of Riverside, High Valleys Water District,

overlying landowners, and others, and as further specified in this MOA, to carry out the policy, purposes, and requirements of SGMA in the Basin; and

WHEREAS, in accordance with SGMA Section 10720.3 and other applicable law, the Parties mutually understand and agree that nothing in SGMA and nothing in this MOA grants or confers any new or additional authority, discretion, or jurisdiction to any of the Parties over any Tribal lands or activities of the MBMI, and that any ongoing or continued participation by MBMI in relation to this MOA or the Parties' implementation of SGMA in the Basin is completely voluntary on the part of MBMI.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, it is mutually understood and agreed as follows:

I. Incorporation of Recitals

The Recitals stated above are incorporated herein by reference.

II. Purposes

The purposes of this MOA are as follows:

- A. To form the SGP-GSA for a portion of the Basin as specified herein and as depicted in **Exhibit B** to this MOA pursuant to applicable provisions and requirements of SGMA, including but not limited to SGMA Sections 10723 and 10723.6; and
- B. To establish initial terms for the SGP-GSA, the DWA-GSA, and the Verbenia-GSA to cooperate and coordinate with each other in preparing and implementing one or more GSPs for the Basin and carrying out the policy, purposes, and requirements of SGMA in the Basin.

III. Approval of MOA and Formation of the SGP-GSA

Approval of this MOA and formation of the SGP-GSA shall be accomplished as follows:

- A. CWD, Banning, and SGPWA each will hold its own noticed public hearing pursuant to SGMA Section 10723(b) and Government Code Section 6066 and at such hearing will consider approval of a Resolution by its governing board to enter this MOA and jointly form the SGP-GSA as specified in this MOA;
- B. BHMWC will conduct an official meeting in accordance with any articles of incorporation, bylaws, or other laws applicable to BHMWC and at such meeting will consider approval of a Resolution by its governing board to enter this MOA and jointly form the SGP-GSA as specified in this MOA;
- C. DWA and MSWD each will hold its own regular or special meeting and at such meeting will consider approval of a Resolution by its governing board to enter this MOA;

- D. Upon the foregoing approvals by CWD, Banning, BHMWC, and SGPWA, there shall be established the San Gorgonio Pass Subbasin Groundwater Sustainability Agency (SGP-GSA), the members of which shall be CWD, Banning, BHMWC, and SGPWA as provided in this MOA.

IV. Definitions

The following terms, whether used in the singular or plural, and when used with initial capitalization, shall have the meanings specified herein. The Parties agree that any definitions set forth herein are intended to be consistent with SGMA, and in the event of any discrepancy between a defined term in this MOA and a defined term in SGMA, the terms of SGMA shall control.

- A. **Adjudicated Area** refers to that portion of the Basin that is subject to the Beaumont Basin adjudication and Judgment in the case referred to as *San Timoteo Watershed Management Authority v. City of Banning, et al.*, Riverside County Superior Court Case No. RIC 389197.
- B. **Basin** refers to the San Gorgonio Pass Subbasin, designated by the California Department of Water Resources Bulletin 118 as Subbasin No. 7-21.04, as further specified and depicted in **Exhibit A** to this MOA.
- C. **Banning** means the City of Banning.
- D. **BHMWC** means the Banning Heights Mutual Water Company.
- E. **CWD** means the Cabazon Water District.
- F. **DWA** means the Desert Water Agency.
- G. **DWR** means the California Department of Water Resources.
- H. **DWA-GSA** refers to the GSA that has been established for a certain portion of the Basin pursuant to SGMA Section 10723(c)(1)(C), wherein DWA has been designated as the exclusive GSA, as further specified and depicted in **Exhibit C** to this MOA.
- I. **GSA** means Groundwater Sustainability Agency, as defined by SGMA.
- J. **GSP** means Groundwater Sustainability Plan, as defined by SGMA.
- K. **MBMI** means the Morongo Band of Mission Indians.
- L. **Memorandum of Agreement** or **MOA** refers to this Memorandum of Agreement.
- M. **MSWD** means the Mission Springs Water District.
- N. **Party** or **Parties** refers individually or collectively to Cabazon Water District, City of Banning, Banning Heights Mutual Water Company, Mission Springs Water District, San Gorgonio Pass Water Agency, and Desert Water Agency, as signatories to this MOA.

- O. **SGMA** refers to the Sustainable Groundwater Management Act.
- P. **SGP-GSA** refers to the San Gorgonio Pass Subbasin GSA formed under this MOA, the members of which GSA are CWD, Banning, BHMWC, and SGPWA.
- Q. **SGPWA** means the San Gorgonio Pass Water Agency.
- R. **Verbenia-GSA** refers to a GSA to be formed by MSWD and SGPWA for an approximately one-square mile area in the northeastern portion of the Basin that lies within the service areas of MSWD and SGPWA, as further specified and depicted in **Exhibit D** to this MOA.

V. Boundaries of GSAs

- A. The boundaries of the SGP-GSA shall be the entire Basin except (A) that portion of the Basin covered by the DWA-GSA wherein DWA is the exclusive GSA, as further specified and depicted in **Exhibit C** to this MOA, (B) that portion of the Basin to be covered by the Verbenia-GSA to be established by MSWD and SGPWA, as further specified and depicted in **Exhibit D** to this MOA, and (C) that portion of the Basin constituting the Adjudicated Area.
- B. The boundaries of DWA-GSA are that portion of the Basin within which DWA is the exclusive GSA pursuant to SGMA Section 10723(c)(1)(C), as further specified and depicted in **Exhibit C** to this MOA.
- C. The boundaries of the Verbenia-GSA are the approximately one-square mile area in the northeastern portion of the Basin that lies within the service areas of MSWD and SGPWA, as further specified and depicted in **Exhibit D** to this MOA.
- D. The Parties understand and agree that pursuant to SGMA Section 10720.8, the portion of the Basin which is subject to the Beaumont Basin adjudication and Judgment in the case referred to as *San Timoteo Watershed Management Authority v. City of Banning, et al.*, Riverside County Superior Court Case No. RIC 389197, generally is not subject to the requirements of SGMA.
- E. The Parties understand and agree in accordance with SGMA Section 10720.3 and other applicable law that nothing in SGMA and nothing in this MOA grants or confers any new or additional authority, discretion, or jurisdiction to any of the Parties over any Tribal lands or activities of the MBMI, and that any ongoing or continued participation by MBMI in relation to this MOA or the Parties' implementation of SGMA in the Basin is completely voluntary on the part of MBMI.

VI. Coordination and Cooperation

- A. Continued Cooperation. The Parties to this MOA will continue to meet, confer, coordinate, and collaborate to discuss and develop technical, managerial, financial, and other criteria and procedures for the preparation, governance, and implementation of a GSP or coordinated GSPs in the Basin and to carry out the policy, purposes, and requirements of SGMA in the Basin.

- B. Points of Contact. Each Party shall designate a principal contact person for that Party, who may be changed from time to time at the sole discretion of the designating Party. The principal contact person for each Party shall be responsible for coordinating with the principal contact persons for the other Parties in scheduling meetings and other activities under this MOA.
- C. Management Areas. The Parties acknowledge that SGMA, and provisions of the SGMA regulations promulgated by DWR, including but not limited to Section 354.20 (23 C.C.R. § 354.20), authorize the establishment of management areas for the development and implementation of sustainable groundwater management within the Basin, and accordingly the Parties acknowledge and agree that the establishment of management areas within the Basin is a governance alternative that the Parties may explore.

VII. Roles and Responsibilities

- A. The Parties agree to jointly establish their roles and responsibilities for implementing a GSP or coordinated GSPs for the Basin in accordance with SGMA.
- B. The Parties agree to work in good faith and coordinate all activities to carry out the purposes of this MOA in implementing the policy, purposes, and requirements of SGMA in the Basin.
- C. CWD, Banning, BHMWC, and SGPWA, as members of the SGP-GSA, shall coordinate with each other to cause all applicable noticing and submission of required information to DWR regarding formation of the SGP-GSA.
- D. SGPWA shall continue to undertake ongoing CASGEM reporting activities in the Basin as provided by terms outside of this MOA.
- E. As provided in this MOA, the Parties will continue to meet, confer, coordinate, and collaborate to discuss and develop governance, management, technical, financial, and other matters, including respective roles and responsibilities for activities such as, but not limited to, the following:
 - i. Modeling;
 - ii. Metering;
 - iii. Monitoring;
 - iv. Hiring consultants;
 - v. Developing and maintaining list of interested persons under SGMA Section 10723.4;
 - vi. Budgeting; and
 - vii. Other initial tasks as determined by the Parties.

VIII. Funding and Budgeting

The Parties agree to cooperate and coordinate in pursuing state and/or federal grant and loan funding opportunities that may apply to carrying out SGMA in the Basin. The Parties shall mutually develop reasonable budgets and cost sharing agreements or arrangements for work to be undertaken in carrying out SGMA in the Basin.

IX. Stakeholder Access

- A. The Parties agree to work together in ensuring public outreach and involvement of the public and other interested stakeholders throughout the SGMA process, including but not limited to all beneficial uses and users of groundwater as provided in SGMA Section 10723.2.
- B. The Parties acknowledge, agree, and desire that the preparation, adoption, and implementation of one or more GSPs for the Basin, and the ongoing process of ensuring compliance with the requirements of SGMA in the Basin, will involve close coordination and cooperation with the Morongo Band of Mission Indians.

X. Term, Termination, and Withdrawal

- A. Term. This MOA shall continue and remain in effect unless and until terminated by the unanimous written consent of the Parties, or as otherwise provided in this MOA or as authorized by law.
- B. Withdrawal. Any Party may decide, in its sole discretion, to withdraw from this MOA by providing ninety (90) days written notice to the other Parties. A Party that withdraws from this MOA shall remain obligated to pay its share of costs and expenses incurred or accrued under this MOA and any related cost sharing agreement or arrangement up to the date the Party provides its notice of withdrawal as provided herein. Withdrawal by a Party shall not cause or require the termination of this MOA or the existence of the SGP-GSA with respect to the non-withdrawing Parties.
 - 1. In the event of withdrawal by BHMWC from this MOA and the SGP-GSA, CWD, Banning, and SGPWA, as the local agency parties to the SGP-GSA, shall meet and confer regarding: (i) whether the SGP-GSA wishes to retain its GSA status over the affected portion of the Basin; (ii) whether one or more of the local agency parties of the SGP-GSA wishes to retain GSA status over the affected portion of the Basin; or (iii) whether to address the GSA issues in a different manner. Any resolution of such and other GSA issues shall be undertaken in a manner that satisfies all requirements of SGMA and DWR, including any requirement to file new GSA notices.
 - 2. In the event of withdrawal by CWD, Banning, or SGPWA from this MOA and the SGP-GSA, said three local agency parties shall meet and confer regarding whether the withdrawing local agency party wishes to seek GSA status for a portion of the Basin underlying the service area or management area of the withdrawing party. Said three local agency parties also shall meet and confer regarding: (i) whether the SGP-GSA, or one or both of the non-withdrawing

local agency parties, wishes to retain GSA status over the affected portion of the Basin; (ii) whether to enter a co-GSA management or other arrangement with the withdrawing party; or (iii) whether to address the GSA issues in a different manner. Any resolution of such and other GSA issues shall be undertaken in a manner that satisfies all requirements of SGMA and DWR, including any requirement to file new GSA notices.

3. Any decision by DWA or MSWD not to execute this MOA, or any decision by DWA or MSWD to withdraw after executing this MOA shall not cause or require the termination of this MOA and shall not affect the formation or continued existence of the SGP-GSA.

XI. Notice Provisions

All notices required by this MOA shall be made in writing and delivered to the respective representatives of the Parties at their respective addresses as follows:

Banning Heights Mutual Water Company
President
7091 Bluff Street
Banning, CA 92220, Fax: 951-849-6068

Desert Water Agency
General Manager
1200 S Gene Autry Trail
Palm Springs, CA 92264, Fax: 760-325-6505

City of Banning
City Manager
99 East Ramsey Street
Banning, CA 92220, Fax: 951-922-3128

San Geronio Pass Water Agency
General Manager
1210 Beaumont Avenue
Beaumont, CA 92223, Fax: 951-845-0281

Cabazon Water District
General Manager
14618 Broadway
P.O. Box 297
Cabazon, CA 92230, Fax: 951-849-2519

Mission Springs Water District
General Manager
66575 Second Street
Desert Hot Springs, CA 92240, Fax: 760-329-2482

Any Party may change the address to which notices are to be given under this MOA by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices shall be effective upon receipt and shall be deemed received upon confirmed personal service, confirmed facsimile delivery, confirmed courier service, or on the fifth (5th) calendar day following deposit of the notice in registered first class mail.

XII. General Terms

- A. Amendments. Amendments to this MOA require unanimous written consent of all Parties and approval by the Parties' respective governing boards; provided, however, that amendments to this MOA pertaining to the SGP-GSA only require unanimous written consent and board approval of the members of the SGP-GSA.
- B. Successors and Assigns. The terms of this MOA shall be binding upon all successors in interest and assigns of each Party; provided, however, that no Party shall assign its

rights or obligations under this MOA without the signed written consent of all other Parties to this MOA.

- C. Waiver. No waiver of any provision of this MOA by any Party shall be construed as a further or continuing waiver of such provision or any other provision of this MOA by the waiving Party or any other Party.
- D. Authorized Representatives. Each person executing this MOA on behalf of a Party hereto affirmatively represents that such person has the requisite authority to sign this MOA on behalf of the respective Party.
- E. Exemption from CEQA. The Parties recognize and agree that, pursuant to SGMA Section 10728.6 and Public Resources Code Section 21065, neither this MOA nor the preparation or adoption of a GSP constitutes a "project" or approval of a project under the California Environmental Quality Act (CEQA) or the State CEQA Guidelines, and therefore this MOA is expressly exempt from CEQA review.
- F. Governing Law and Venue. This MOA shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this MOA shall be brought and maintained to the extent allowed by law in the County of Riverside, California.
- G. Attorney's Fees, Costs, and Expenses. In the event of a dispute among any or all of the Parties arising under this MOA, each Party shall assume and be responsible for its own attorney's fees, costs, and expenses.
- H. Entire Agreement/Integration. This MOA constitutes the entire agreement among the Parties regarding the specific provisions of this MOA, and the Parties hereto have made no agreements, representations or warranties relating to the specific provisions of this MOA which are not set forth herein.
- I. Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through a negotiated process among the Parties, and that each Party has had a full and fair opportunity to review the terms of this MOA with the advice of its own legal counsel and to revise the terms of this MOA, such that each Party constitutes a drafting Party to this MOA. Consequently, the Parties understand and agree that no rule of construction shall be applied to resolve any ambiguities against any particular Party as the drafting Party in construing or interpreting this MOA.
- J. Force Majeure. No Party shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond its reasonable control, (2) is not caused by the fault or negligence of such Party, (3) causes such Party to be unable to perform its obligations under this MOA, and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Party unable to perform shall promptly notify the other Parties in writing to the extent practicable. It shall further pursue its best efforts to resume its obligations under this MOA as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.


- K. Execution in Counterparts. This MOA may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.
- L. No Third Party Beneficiaries. This MOA is not intended, and will not be construed, to confer a benefit or create any right on a third party or the power or right of any third party to bring an action to enforce any of the terms of this MOA.
- M. Timing and Captions. Any provision of this MOA referencing a time, number of days, or period for performance shall be measured in calendar days. The captions of the various articles, sections, and paragraphs of this MOA are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, terms, or intent of this MOA.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

CITY OF BANNING

By: 
Michael Rock, City Manager

Dated: 4-13-17

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

CABAZON WATER DISTRICT

By: 
Robert Lynk, Board Chair

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

BANNING HEIGHTS MUTUAL WATER COMPANY

By: Julie L. Hutchinson
Julie L. Hutchinson
Board President

By: Lawrence E. Ellis
Lawrence E. Ellis
Director

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

SAN GORGONIO PASS WATER AGENCY

By: Jeffrey W Davis

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

DESERT WATER AGENCY

By: Mark A. Krause

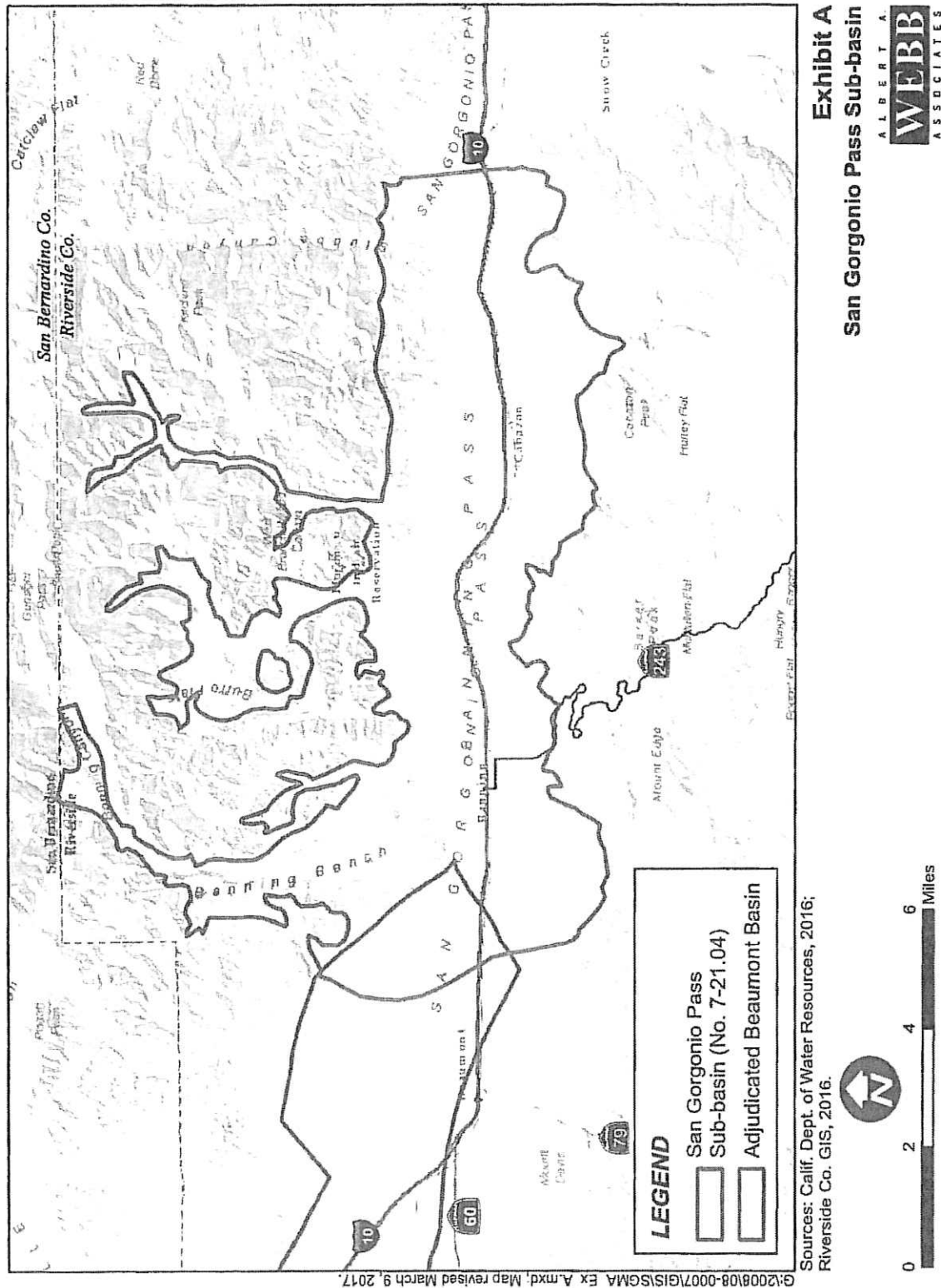


Exhibit A
San Geronio Pass Sub-basin

ALBERT A.
WEBB
ASSOCIATES

Sources: Calif. Dept. of Water Resources, 2016; Riverside Co. GIS, 2016.

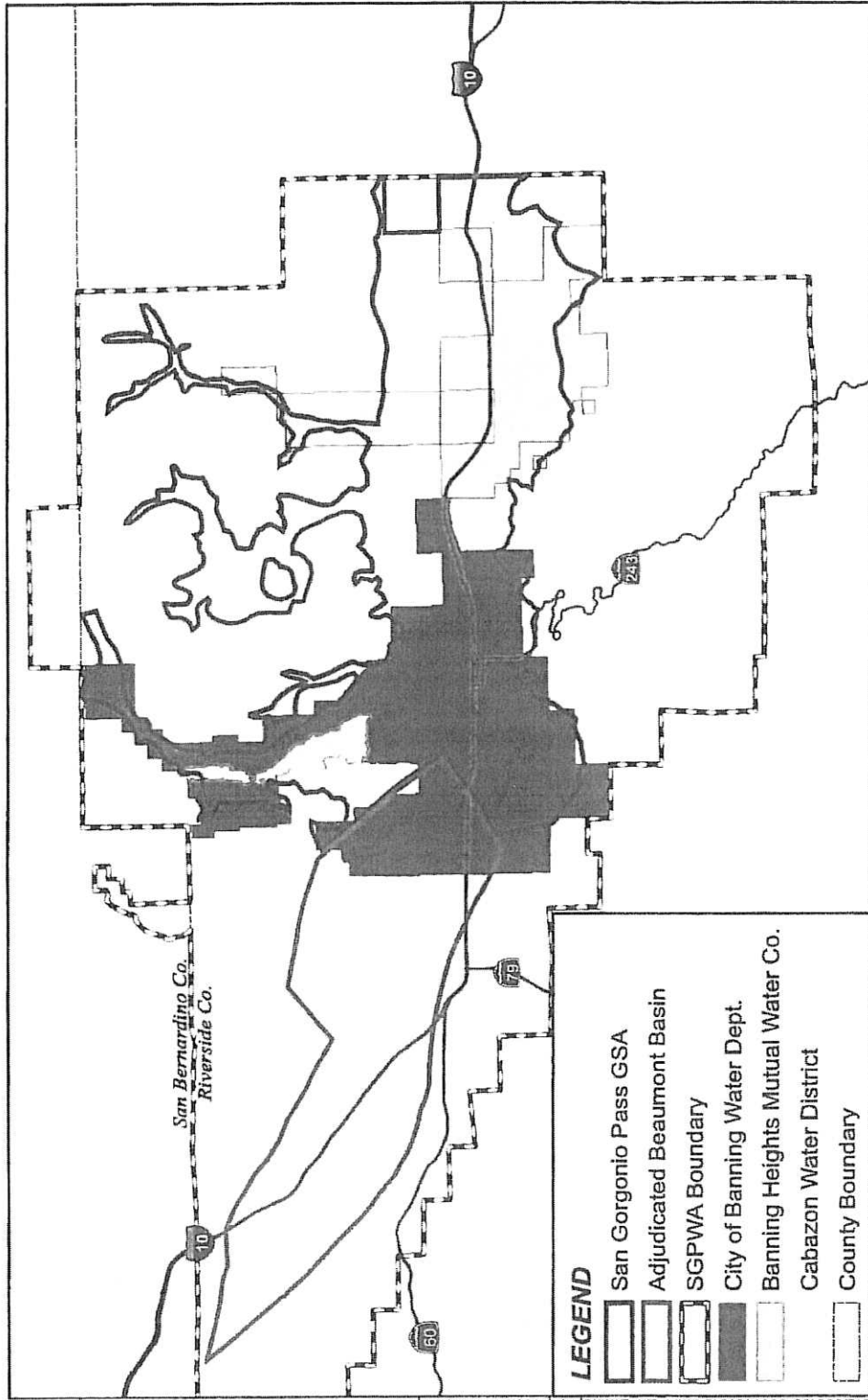
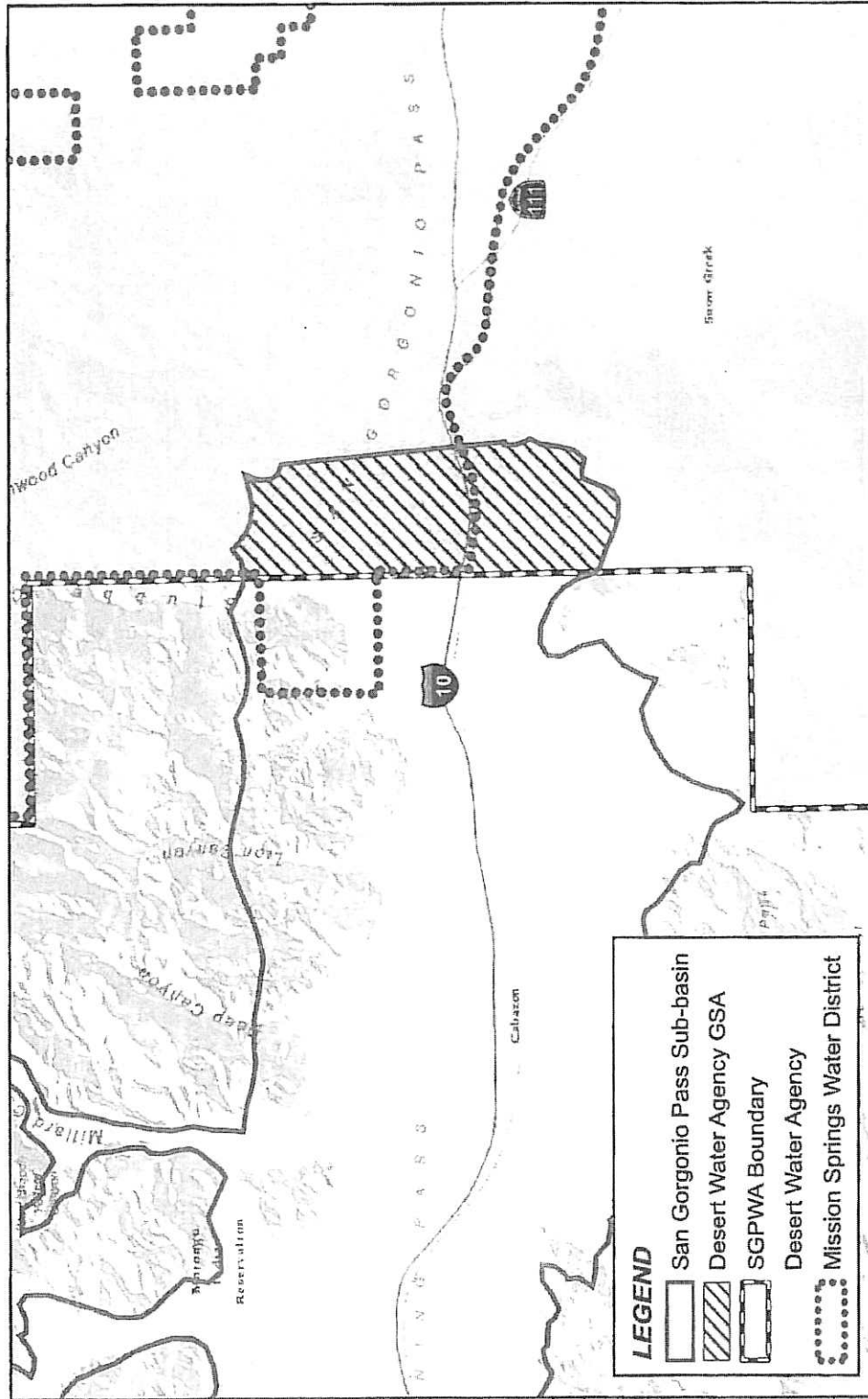


Exhibit B
SGP GSA Portion of Sub-basin

ALBERT A.
WEBB
ASSOCIATES

G:\2008\08-0007\GIS\SGMA Ex B.mxd; Map revised March 9, 2017.

Sources: Calif. Dept. of Water Resources, 2016;
LAFCO 2010; Riverside Co. GIS, 2017.



G:\2008\08-0007\GIS\SGMA Ex C.mxd; Map revised March 9, 2017.

Sources: Calif. Dept. of Water Resources, 2016;
Riverside Co. GIS, 2016.

Exhibit C

Desert Water Agency GSA



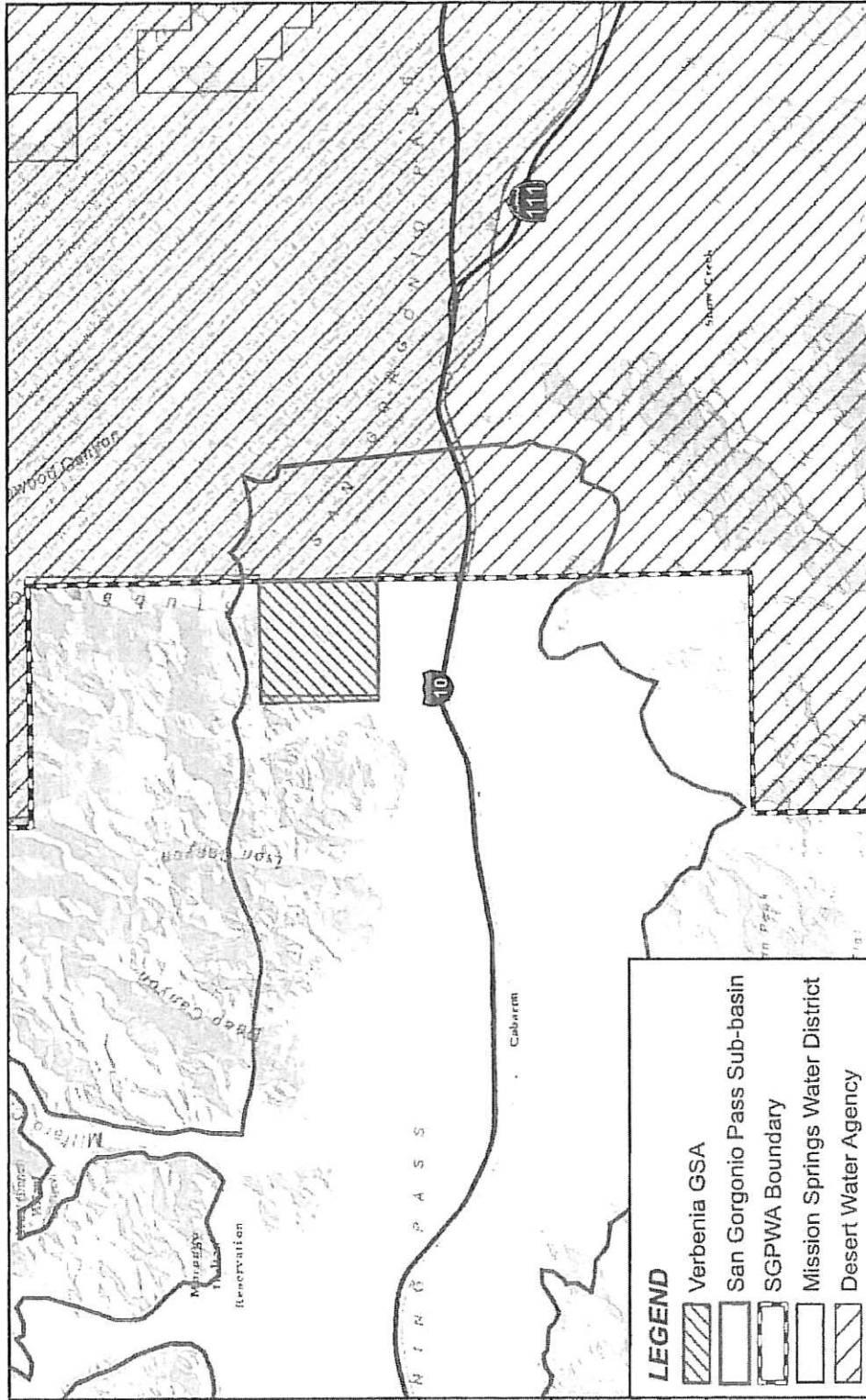


Exhibit D

Verbenia GSA



G:\2008\108-0007\GIS\SGMA Ex D.mxd, Map revised March 2, 2017.

San Gorgonio Flume Conveyance System

History on the Flume

The City of Banning and Banning Heights Mutual Water Company (“Banning Heights”) have significant water rights arising from a “flume,” which is an artificial canal that delivers water from high in the San Bernardino Mountains to the City of Banning and Banning Heights. The flume and the water flowing through it were the subject of litigation in the early 1900’s, and over the past decade, the flume has been the subject of extensive negotiations between the City of Banning, Banning Heights and other entities for determining long-term ownership and maintenance of the flume.

The flume and the water flowing through it are of vital importance to the City and, Banning Heights. The water from the flume makes up 100% of the water supplies of Banning Heights and 30% of the water supply of the City of Banning. The historic drought effected all of California makes this source of water even more important to these two communities.

The flume is a fourteen (14) mile engineered, concrete-lined artificial watercourse, starting high in the San Bernardino Mountains at approximately 7,600 feet and winding its way down the mountain to the City and Banning Heights. The flume is owned by Southern California Edison Company (“SCE”). It was designed to capture and deliver water.

In the early 1900s, Consolidated Reservoir and Power Company (“Consolidated”)¹ initiated construction of a hydroelectric project, including water conveyance facilities, which eventually consisted of two diversion dams on the East and South forks of the Whitewater River, concrete lined canals, two steel forebay tanks (one of which has been removed), two penstocks, two powerhouses, and associated transmission lines (“Project”).

1. The Agreements
 - a. A January 13, 1913 agreement between Consolidated and Banning Water Company² that provided Banning Water Company with water from the Project after Consolidated used the water for generating power. Banning planned to use the water for domestic and irrigation purposes (the “1913 Banning Agreement”).
 - b. A December 30, 1913 conveyance agreement whereby Consolidated granted Banning Heights water conveyance facilities and Consolidated’s water rights, subject to use of the water by Consolidated for its Project and to the terms of the 1913 Banning Agreement (the “1913 Banning Heights Conveyance”).

¹ Consolidated Reservoir and Power Company is a predecessor to Southern California Edison predecessor.

² Banning Water Company is a predecessor to the City.

- c. A July 1, 1933 agreement between, San Gorgonio Electric Corporation³ and Banning Heights which allocated the costs of maintaining the Project water conveyance facilities from the Whitewater River to the second power plant (the “1933 Maintenance Agreement”). The 1913 Banning Agreement, the 1913 Banning Heights Conveyance and the 1933 Maintenance Agreement shall be referred to collectively as the “Flume Agreements.”

2. Whitewater River Adjudication

On June 29, 1922, Coachella Valley Water District filed a petition with the Division of Water Rights, Department of Public Works (“Department”)⁴ for “[a] determination ... of the relative rights by prior appropriation of the various claimants in and to the waters of the Whitewater River Stream System.”

It took the Department six (6) years to undertake the necessary proceedings before it entered its Order Determining and Establishing the Several Rights by Appropriation in and to the Use of the Waters of Said Stream [Whitewater River] (“Order of Determination”). The Order of Determination was entered on April 23, 1928 in Book 1 of Orders of Determination, Page 426 of the State of California, Department of Public Works, with an effective date of October 31, 1924.

The Order of Determination at paragraph 6, listed Banning Heights, the Banning Water Company and the San Gorgonio Power Company jointly being entitled to 13.26 cubic feet per second from the South Fork of the Whitewater River through “Consolidated Reservoirs Power Company Canal.” with an effective date of October 31, 1906, subject to provisions of the Flume Agreements.

The City at paragraphs 6 and 7 was also allocated the following:

- March 17, 1875, 14,000 acre-feet per season from the San Gorgonio River (including foreign water and underground storage) through the “Banning Water Company Conduit;” and
- January 1, 1887, 20,000 acre-feet per season from the San Gorgonio River through “a Series of Spreading Ditches.

On April 30, 1928, the Department filed a certified copy of its Order of Determination together with the evidence and a copy of the transcript of the proceedings with the Riverside County Superior Court in the case *entitled In the Matter of the Determination of the Relative Rights, Based Upon Prior Appropriation, of the Various Claimants to the Waters of Whitewater River and its Tributaries, in San Bernardino and*

³ San Gorgonio Electric Corporation is the successor interest to Consolidated and predecessor to SCE.

⁴ The Department of Public Works, Division of Water Rights is the predecessor to the State Water Resources Control Board.

Riverside Counties, California (Riverside County Superior Court, Case No. 18035) (the “Whitewater Adjudication”).

On December 9, 1938 the Riverside County Superior Court entered a decree in the Whitewater Adjudication confirming the Order of Determination of the Department.

3. FERC Proceedings

- d. In 1926, the San Geronio Power Company was issued License 550 by the then Department of Public Works, Division of Water Rights for 13.26 cubic feet per second (which is understood to be approximately 9,600 acre feet per year) the amount the City, Banning Heights and SCE are entitled to divert from the Whitewater River pursuant to the Whitewater River Adjudication.
- e. SCE’s predecessor obtained a license from the Federal Energy Regulatory Commission (“FERC”)⁵ to operate the Project in 1923. The Project is designated on the FERC license as San Geronio Hydroelectric Project No. 344.
- f. SCE obtained a new license from FERC in 1983, which license expired on April 26, 2003. FERC has issued annual licenses to SCE for the Project until the ultimate disposition of the Project is determined, which is pending as SCE’s September 28, 2010 Application for Surrender of License for the San Geronio Nos. 1 and 2 Hydroelectric Project (FERC No. 344) (“Application to Surrender”).
- g. SCE has not operated the Project to generate electricity since 1998 due to the failure of the 900,000 gallon steel forebay tank (Tank No. 1) located above Powerhouse No. 1 and due to failure of the Project canal below Raywood Flat. SCE does not plan to restore Project power generation and no longer considers the Project to be a power generating facility.
- h. Banning Heights and SCE entered into an “Agreement for the Construction and Operation of an Emergency Water Diversion and Pipeline” effective June 20, 2002. Under the terms of the contract SCE agreed to construct, operate and maintain temporary facilities, including a diversion structure and a pipeline from Burnt Canyon to the Powerhouse No. 1 tailrace, and to operate the Project water conveyance facilities at SCE’s cost pursuant to SCE’s prior contractual obligations.
- i. On October 8, 2003, FERC issued an order affirming the validity of an annual license for the Project and requiring the filing of a surrender application, which SCE did on September 27, 2010.

⁵ The Federal Energy Regulatory Commission was previously named the Federal Power Commission.

4. Currently

The Project's current water conveyance facilities include the water diversion structures on the East and South Forks of the Whitewater River and Black Wheel Creek in the San Bernardino National Forest in San Bernardino County, which are connected to a concrete flume and pipe system that proceeds in a southerly direction through the San Bernardino National Forest to an area called Raywood Flat. The conveyance system ends shortly after Raywood Flat and the water is released in a westerly direction down the Burnt Canyon natural channel. Near the confluence of Burnt Canyon and Sawmill Creek, the water is diverted through a diversion structure and temporary pipeline that crosses Banning Canyon and eventually back into the Project concrete flume at the tail race of Powerhouse No. 1. The water proceeds through the flowline, the penstocks for Powerhouse No. 2, the Powerhouse No. 2 structure, and from there to the terminus at the Banning Heights storage tank. The pipeline from Powerhouse No. 2 to the Banning Heights storage tank is owned and operated by Banning Heights. The Project facilities to be transferred from SCE to the Participating Entities include the water conveyance system described above and Powerhouse No. 2, which are together referred to as the "Facilities." SCE will also transfer to Banning and Banning Heights any easements for the Facilities to the extent that SCE owns the property or holds an existing easement that may be transferred" SCE will also transfer a one-acre parcel of land in the Raywood Flat area that is not part of the Project.

Portions of the water conveyance system that traverse an unstable area on the mountainside above the southerly side of Burnt Canyon south of Raywood Flat had been out of service due to frequent landslides and slope failures that damaged the conveyance system. Water from the flowline is now released to Burnt Canyon due to the damage to the conveyance system. A diversion dam and temporary pipeline are in place to capture the water flowing out of the flume down into Burnt Canyon. The initial Burnt Canyon diversion dam, which was damaged in severe storms during 2005, has been replaced.

The City and Banning Heights seek title to the Facilities once they are restored or otherwise repaired by SCE to an acceptable condition. The City and Banning Heights need approval from the United States Forest Service and other responsible agencies to operate and maintain the Facilities for continued water diversion and delivery to the extent the Facilities are on Forest Service land and otherwise under the jurisdiction of other responsible agencies.

**PROPOSAL FOR RETAINER FOR
LEGAL COUNSEL SERVICES
RFP#19-011**

Prepared for:

City of Banning
Public Works Department
99 Easy Ramsey Street
Banning, CA 92220

Prepared by:

Falen Law Offices, LLC
300 E. 18th Street
Post Office Box 346
Cheyenne, WY 82003

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1. BACKGROUND AND PROJECT SUMMARY

Falen Law Offices LLC (FLO) is a Wyoming limited liability company providing legal representation regarding local government involvement in federal agency decisions and actions, protection of private property rights, Endangered Species and Clean Water Act issues, and other property rights and environmental laws. The office is located in Cheyenne, Wyoming. Frank Falen is the owner and managing member of FLO.

Pursuant to the Request for Proposal (RFP), the City of Banning et al (City) is seeking advice and representation regarding the protection of its water rights and the right-of-way for those water rights crossing Forest Service lands. There are several important issues that should be considered to protect the City's water rights and its right-of-way. Some of these issues are included, but may not be limited to the issues identified below.

A. 1891 Right-of-Way Rights.

i. *Ensure that the City of Banning has an 1891 Right-of-Way and that it has not been abandoned.*

The first step is to ensure that the Forest Service recognizes a valid 1891 Act right-of-way in favor of the City and that the right-of-way has not been abandoned. Section 18 of that the Act of 1891 provides, in pertinent part, as follows:

The right of way through the public lands and reservations of the United States is hereby granted to any canal ditch company, irrigation or drainage district formed for the purpose of irrigation or drainage . . . Provided, that no such right of way shall be so located as to interfere with the proper occupation by the Government of any such reservation, and all maps of location shall be subject to the approval of the department of the Government having jurisdiction of such reservation.

Id., at § 18, 26 Stat. 1101-02 (formerly codified at 43 U.S.C. § 946).

Section 19 of the Act sets forth the procedures by which a canal or ditch company could avail itself of benefits under the Act. Under that section:

Any canal or ditch company desiring to secure the benefits of this act shall . . . file with the register of the land office for the district where such land is located a map of its canal or ditch and reservoir; and upon the approval thereof by the Secretary of the Interior the same shall be noted upon the plats in said office, and

thereafter all such lands over which such rights of way shall pass shall be disposed of or subject to such right of way.

Id., at § 19, 26 Stat. 1102 (formerly codified at 43 U.S.C. § 947). Section 18 does not confer any rights independently of Section 19, and the two statutory provisions “are to be construed together.” See Union Land & Stock Co. v. United States, 257 F. 635, 639 (9th Cir. 1919).

Section 20 broadened the scope of the Act, making it applicable “to all canals, ditches, or reservoirs . . . heretofore or hereafter constructed, whether constructed by corporations, individuals, or association of individuals, on the filing of the certificates and maps herein provided for.” See Act of March 3, 1891, at § 20, 26 Stat. 1102 (formerly codified at 43 U.S.C. § 948). It was mandatory under the Act “to file with the Secretary of the Interior, and with the register of the land office where said land is located, a map of the line of such canal, ditch, or reservoir.” See id.¹ Section 21 provided that “nothing in this act shall authorize such canal or ditch company to occupy such right of way except for the purpose of said canal or ditch, and then only so far as may be necessary for the construction, maintenance and care of said [reservoir].” See id., at § 21, 26 Stat. 1102 (formerly codified at 43 U.S.C. § 949).

In its 1894 Circular interpreting and applying the provisions of the Act, the Department of the Interior stated that sections 18-21 of the Act “grant the right of way through the public lands and reservations of the United States” for the use of canals, ditches and reservoirs, constructed both before and after the Act, “upon the filing and approval of the certificates and maps.” See Circular, Right of Way—Canals, Ditches and Reservoirs, 18 Pub. Lands Dec. 168, 168 (1894). The Department of the Interior declared that its purpose was to determine whether the application described the proposed works “in such a manner that the benefits to be granted by the approval of the Secretary of the Interior are defined so as to avoid future uncertainty.” See id., at § 28, 18 Pub. Lands Dec. at 175–76. “The line of survey should be . . . as exactly as possible, the water line of the proposed reservoir.” See id., at § 8, 18 Pub. Lands Dec. at 172.

Even assuming that the City originally possessed an 1891 Act right-of-way, it would be important to ensure that the right-of-way has not been abandoned. Abandonment occurs when the easement holder intends to abandon the easement. Conversations between Frank Falen and Julie Hutchinson with the Banning Height Mutual Water Company indicated that because the flume on the right-of-way has not been maintained for years, the right-of-way course to the City has changed. While that change may not be

¹ Filing with the Secretary of the Interior was required even for rights-of-way located on Forest Service lands.

enough to show an intent to abandon the original right-of-way, additional research is needed to ensure against this possibility.

ii. Maintaining the City of Banning's Right-of-Way.

Assuming that an 1891 Act right-of-way is recognized and has not been abandoned,² the second step is to determine how to maintain the City's right-of-way. Although the Act of 1891 includes the right of maintenance, such right is subject to "reasonable regulation" by the Forest Service. In most circumstances and depending on the maintenance proposed by the easement holder, such reasonable regulation is usually very limited and must be consistent with the 1891 Act. It is likely that the Forest Service will argue that subsequently passed environmental statutes such as the Endangered Species Act (ESA) or the National Environmental Policy Act (NEPA) provides the federal agency with the legal avenue to "reasonably regulate" any maintenance of an 1891 Act right-of-way. Whether such "reasonable regulation" can occur will turn entirely on what the City of Banning proposes. For example, the 9th Circuit has held that the section 7 consultation requirements of the ESA only apply to "affirmative actions" of the federal agency with regard to 1891 Act rights-of-way. Western Watersheds Project v. Matejko, 456 F.3d 922 (9th Cir. 2006). In other words, if the City only proposes non-substantial maintenance of its 1891 Act right-of-way, there would be no requirement for Forest Service approval, thus no requirement for ESA section 7 consultation. On the other hand, if what the City is proposing for maintenance is substantial enough so as to require "reasonable regulation" from the Forest Service, or if the City needs to expand its right-of-way beyond its original scope, the Forest Service may have an argument that the City needs authorization meaning that ESA section 7 consultation or other environmental statutes such as NEPA would apply. The analysis for any of these scenarios will be entirely based upon the individual facts of what is needed by the City. This firm has written articles regarding 1891 Right-of-Way rights and has litigated cases declaring and defending those rights, making the firm well equipped to protect the City's 1891 rights.

B. Challenging Southern California Edison's FERC Application.

Even if the Forest Service has no authority to "reasonably regulate" the right-of-way, other federal agencies may attempt to impose conditions on the City. Because of the possibility of other federal agencies imposing conditions on the City, another item that should be considered is Southern California Edison's (SCE) September 28, 2010 FERC Application for Surrender of License for the San Geronio Nos 1 and 2 Hydroelectric Project. It would be

² The scope of an 1891 Act right-of-way is defined by the physical limitation of the system plus 50 feet on either side from the marginal limit thereof.

advantageous to intervene in the FERC application process because it would ensure that the City of Banning would stay apprised of the FERC proceedings, would be able to respond to all actions undertaken by SCE with regard to the FERC application, finally, intervening in a FERC proceeding is also part of the requirement to exhaust all legal remedies before appealing a FERC decision. See 15 U.S.C. § 717r(b); see also Halifax Cty., Va. V. Lever, 718 F.2d 649, 652 (4th Cir. 1983). FERC allows the public to intervene in a FERC proceeding if the movant has or represents an interest which may be directly affected by the outcome of the proceeding. 18 C.F.R. § 385.214. According to the FERC's Notice of Application, the deadline to submit a Motion to Intervene was December 8, 2010. Traditionally, FERC has been very liberal in allowing parties to untimely intervene in FERC proceedings. However, that tradition has shifted to now strictly adhering to the deadlines set by FERC, unless the party "had good cause for failing to file the motion within the time prescribed." See Tennessee Gas Pipeline Co., LLC, 162 FERC ¶ 61, 167 (Issued February 27, 2018). So it would be unlikely that FERC would allow a party to intervene in SCE's application to surrender its FERC license. When reviewing the docket, it appears that the City of Banning did not intervene in the case. However, Banning Heights did successfully intervene in the case and their interests should be aligned with the City of Banning. This firm has had several cases in which it has intervened in FERC proceedings on behalf of landowners to protect their property interests. One such intervention included a successful intervention to an application to surrender a license similar to the abandonment issue presented in this case. So the Falen Law Office is a firm well equipped and experienced in handling issues before FERC.

C. Consistency Review and Coordination with Federal Agencies.

This firm also has significant experience in assisting local governments in developing local land use plans to be used to require consistency review and coordination with all federal agencies. According to NEPA, if in the course of writing an environmental impact statement (EIS), a local government makes its land use plan or policy available to the lead federal agency, the lead agency must "discuss any inconsistency of a proposed action with any approved State or local plan and laws (whether or not federally sanctioned). *Where an inconsistency exists, the [impact] statement should describe the extent to which the [federal] agency would reconcile its proposed action with the [local government] plan or law.*" 40 C.F.R. §§ 1506.2, 1506.2(d). Emphasis added. Additionally, NEPA commands that copies of comments by State or local governments must accompany the EIS or environmental assessment (EA) throughout the review process. 42 U.S.C. § 4332(c). This firm has drafted land use plans that allow for local governments to participate in the federal decision making process for numerous local entities across the West. Thus, after discussion with this firm to determine what types of federal decisions may impact its water rights and rights-of-way, the City may want to consider adopting a land use plan for "consistency review" purposes.

D. Exactions.

Finally, actions taken by the Forest Service threatening to withhold permits and potentially using its power to regulate maintenance of the flume in order to leverage the parties to give away some of their water rights could amount to an illegal exaction. Under the right to due process as laid out in the 5th and 14th Amendment of the Constitution, the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the benefit sought has little or no relationship to the property. Dolan v. City of Tigard, 512 US 374, 382 (1994). Therefore, the Forest Service cannot take a person's property without compensation if the benefit being sought has little or no relationship to the property being taken.

To establish a taking, a plaintiff must have a legally cognizable property interest, such as the right of possession, use, or disposal of the property. See Loretto v. Teleprompter Manhattan CATV Corp., 458 US 419, 435 (1982) (internal citations omitted). Whether something is a vested property right is a matter of state law. United States v. Craft, 535 US 274, 278-79 (2002). In California an established water right is a vested property right protected under due process. United States v. State Water Res. Control Bd., 182 Cal.App.3d 82, 101 (Ct. App. 1986). Therefore, withholding authorization or a permit in order to obtain a portion of a water right could possibly be an illegal exaction if there is not a connection between the benefit sought and the property taken.

In order to see whether there is a connection, a court looks to see whether there is an "essential nexus" between a legitimate state interest and the permit condition. Dolan, 512 US at 382. So one of the questions that would be important to resolve would be, what is the legitimate state interest behind the US Forest Service regulating construction, maintenance, or operation of the flume? If there is a state interest, is there a connection between requiring a forfeiture of a portion of a water right and that state interest?

If an "essential nexus" exists, there must also be a "rough proportionality" between the degree of the exaction and the impact of the proposed permit. The government must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development. Id. at 391. So another question that could arise from this case is whether demand for a portion of the water right is proportionate to the impact of allowing the continued maintenance and operation of the flume.

This firm is currently in litigation in North Dakota concerning an exactions issue with a local county. The firm has also analyzed the issue in Wyoming. Therefore, this firm is intimately versed in dealing with exactions issues if they arise.

2. METHODOLOGY

As stated above, FLO would propose that the first step would be to substantiate that the Forest Service does recognize the City's 1891 Act right-of-way and to determine the scope, course and extent of that physical location. This step would be completed by reviewing the City's written documentation and if needed, filing Freedom of Information Act (FOIA) requests to acquire all the necessary documentation from the Forest Service and/or Department of the Interior. FLO would also review any possible abandonment concerns and establish that such abandonment has not happened.

FLO would then review any necessary maintenance or other proposals by the City to determine that they do not require Forest Service approval (and subsequent environmental review). If "approval" is required, FLO would assist the City is trying to revise such requests as to not trigger an environmental review requirement or would assist the City in seeking authorization from the federal government in a way that protects the integrity of the City's water rights and right-of-way. The firm would also take into consideration exactions issues and the extra FERC element moving forward.

The determination of the scope of the Forest Service regulations and the application of other environmental laws such as the ESA and NEPA will totally be dependent upon each project that the City of Banning needs to complete to maintain and continue using its right-of-way and water rights.

There are no city-owned facilities or property which we are proposing to use, lease, purchase or rent.

3. STAFFING

Employee	Position	Functions to be Performed	Anticipated Hours of Service
Franklin J. Falen	Attorney	Supervisory legal research, analysis and advice to the City.	Step 1 – unknown; Step 2 - unknown ³

³ Step 1 would include reviewing the City and/or federal government files to substantiate that the Forest Service does recognize the City's 1891 Act right-of-way and to determine the scope, course and extent of that physical location. Depending upon the documentation in the City's files, this step could take a very short period of time or a much longer period if the documentation must be retrieved from archived federal agency files or the documentation is not well organized. Step 2 would include reviewing the City's proposals for maintenance of its right-of-way. Without reviewing those proposals, it is not possible to include a time and cost

Brandon L. Jensen	Attorney	Supervisory legal research, analysis and advice to the City.	Step 1 – unknown; Step 2 – unknown
Conner G. Nicklas	Attorney	Legal research, analysis and advice to the City.	Step 1 – unknown; Step 2 – unknown

See Appendix A for Resumes of designated individuals.

4. QUALIFICATIONS

Falen Law Offices, LLC

Falen Law Offices, L.L.C., formerly known as the Budd-Falen Law Offices, L.L.C., has been serving property owners and local governments for over 25 years. The firm provides legal representation regarding endangered species, clean water, private property ownership and use, federal lands, local government involvement, local zoning and property rights, energy law, and other areas of law affecting local governments, ranchers, farmers, and other landowners in the federal courts of the United States of America and in the various state courts where its attorneys are individually licensed to appear (Colorado, Montana, Nebraska, New Mexico, North Dakota, South Dakota, and Wyoming). The attorneys of this firm have also represented clients in other states for specific matters when those states allowed FLO attorneys to appear pro hac vice or assist in matters out of the courtroom. The firm also represents industry clients in BLM and Forest Service administrative appeals as well as in litigation arising under the Endangered Species Act (ESA), the Federal Lands Policy and Management Act (FLPMA), the National Environmental Policy Act (NEPA), National Forest Management Act (NFMA), the Clean Water Act (CWA) and other environmental statutes. In addition, the firm represents landowners with issues related to oil and gas, wind energy, solar energy, pipelines, eminent domain and condemnation.

Franklin J. Falen

Frank, along with his wife Karen Budd-Falen, founded Falen Law Offices in 1992. Before establishing the law firm, Frank served as Chief Administrative Officer for the Washington Cattlemen's Association in Ellensburg, Washington. In that position, Frank developed position papers and statements supporting and protecting the State's livestock industry, and reviewed and provided

estimate. FLO would be willing to provide the City with a cost estimate once it knows the scope of what is needed from the city.

comments on State and National legislative proposals affecting private property rights and agriculture.

Frank's legal practice includes litigation regarding zoning and land use issues, public and federal lands issues, environmental laws, and negotiation of wind contracts, pipelines and transmission line right-of-ways, and oil and gas leases on behalf of landowners. Frank also works on generational succession, and estate and tax planning for agricultural based estates. Frank pioneered the concept of landowner group negotiation on such major right-of-ways as the one for Keystone XL, ONEOK, Hiland, Black Hills Power and others. These groups often consist of landowners comprising several hundred miles of a project's proposed right of way. The projects require understanding and coordination of the legal and political issues involving landowners, project proponents, numerous local governments and state and federal agencies. These projects are multi-jurisdictional and involve hundreds of millions of dollars. Frank has taught Continuing Legal Education classes on the topics of zoning, subdivision and land use planning and is a frequent presenter at wind, property rights, oil and gas, condemnation law, and easement negotiations related seminars and meetings. Frank is continually involved in legislative matters affecting agriculture in several states by providing expert testimony and analysis. Separately Frank also owns and manages ranching and other property related business in Wyoming and Nevada.

Frank is a member of the Wyoming Agricultural Hall of fame and for the last several years, has been a volunteer coach for Future Farmers of America Ag issues teams for East High School in Cheyenne. FLO is also a strong supporter of 4-H as a top buyer at the local county fair and through participate in the 4-H scholarship program.

Brandon L. Jensen

Brandon maintains an extensive civil practice focused on natural resources, water and public lands law, environmental litigation, federal livestock grazing, land-use and property rights. He also frequently represents landowners with respect to matters involving traditional uses of federal public lands, including livestock grazing and rights of access, and the negotiation of customary uses of private land, such as surface use agreements, rights-of-way, easements, oil and gas leases, and private land leases for the development of wind energy. Brandon has over seventeen years of experience representing clients in administrative matters before the Department of the Interior and the Department of Agriculture, and in numerous state and federal courts throughout the West. Over the years, Brandon has successfully represented clients in all types of environmental and natural resource matters.

Conner G. Nicklas

Conner was heavily involved at the University of Wyoming College of Law where he received his law degree and graduated with honors in the top 10 of his class. He was a staff member for the Wyoming Law Review. He was a law school ambassador and mentored incoming law students. He was the Vice-President of the Blume Chapter of Phi Alpha Delta Law Fraternity International, which completed several service projects and community outreaches in Laramie and is currently the largest law fraternity at the University of Wyoming. Conner also was a member of the University of Wyoming College of Law's Energy, Environmental and Natural Resources Clinic (EENR Clinic). The EENR Clinic allows members to work with the Wyoming Attorney General's Office and environmental law work on behalf of the state. As a member Conner successfully argued a show of cause hearing before the Wyoming Oil and Gas Conservation Committee, made recommendations to the Wyoming Department of Environmental Quality on behalf of the Attorney General's Office on how to be in compliance with Equal Protection Laws while awarding grants and issuing permits, and attended internal meetings with the Wyoming Attorney General's Office, including negotiations and preparations for appeals to the 10th Circuit. Conner also helped published an article on behalf of the University of Wyoming College of Law and the Haub School of Natural Resources outlining Federal and local water quality requirements. As an associate at the Falen Law Offices, Conner has written Amicus Briefs to the United States Supreme Court regarding the Endangered Species Act, assisted in drafting land use plans for local counties and conservation districts, and participated in multi-million dollar negotiations with pipeline companies on behalf of landowners across Montana, Wyoming, and Colorado.

References for Similar Services

Cupps, et al v. Pioneer Canal-Lake Hattie Irrigation District, U.S. District Court for the District of Wyoming, Case No. 16-cv-86/10th Circuit Court of Appeals Case No. 18-8024

Client Name: Mark Cupps

Project Description: Quiet Title Litigation

Project Start and End Dates: April 2016 – present

Client Project Manager Name, Telephone Number and Email Address:

Mark Cupps, 307-742-2615, cuppsdrm@lariat.net

Baker Ranches, Inc., et al. v. Zinke, et al., US. District Court for the District of Nevada, Case No. 18-cv-261

Client Name: Craig Baker, Baker Ranches, Inc.

Project Description: Quiet Title Litigation

Project Start and End Dates: June 2018 - present

Client Project Manager Name, Telephone Number and Email Address:

Craig Baker, 775-234-7103, cbaker1cz@hotmail.com

Bradley, et al. v. Schafer, US. District Court for the District of Montana, Case No. CV-08-85/10th Circuit Court of Appeals Case No. 10-36141

Client Name: Beau Bradley

Project Description: Quiet Title Litigation

Project Start and End Dates: December 2008 – March 2012

Client Project Manager Name, Telephone Number and Email Address:

Beau Bradley, 406-684-5939

5. FINANCIAL CAPACITY

n/a

6. FEE PROPOSAL

Fees for legal services rendered by this firm are charged on the basis of the time spent. Services rendered by senior level attorneys are billed at an hourly rate of \$280.00, second level attorneys at \$250.00, third level attorneys at \$230.00 legal interns and paralegals at \$150.00, and legal secretaries who perform work not requiring the direct services of an attorney at \$75.00.

7. DISCLOSURE

FLO, nor any of its employees, have any current business or 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.

APPENDIX A
RESUMES OF KEY PERSONNEL

FRANKLIN J. FALEN

FALEN LAW OFFICES, LLC

300 E. 18th Street
P.O. Box 346
Cheyenne, WY 82003

307-632-5105 – Telephone
307-635-2541 – Facsimile
frank@ buddfalen.com

Education:

UNIVERSITY OF WYOMING College of Law – J.D., May 1993
1000 E. University Ave., Laramie, WY 82071

UNIVERSITY OF NEVADA AT RENO – B.S., Agricultural Economics,
1985
1664 N. Virginia St., Reno, NV 89557

Experience:

Owner

Falen Law Offices, LLC, Cheyenne, WY - 1993-Present
300 E. 18th Street/P.O. Box 346
Cheyenne, WY 82003

Practices in zoning and land use issues, public and federal lands issues, environmental laws, wills and estates, condemnation, and land exchanges. Developed successful process for negotiating pipeline, powerline, wind farm and other large easements and rights-of-way on behalf of private property owners.

Licensed to Practice Law in the States of WY, NE, ND and SD.

Chief Administrative Officer

Washington Cattlemen's Association - 1987-1990
Ellensburg, WA

Developed position papers and statements supporting and protecting the State's livestock industry, and reviewed and provided comments on State and National legislative proposals effecting private property rights and wilderness proposals. Assisted with creation of statewide advocacy effort opposing wild and scenic rivers designations; worked closely with the Board of Directors in implementing Association policy, directed staff activities, and managed the Association's financial and business affairs.

Legal Intern

Federal Lands Legal Foundation – 5/1992 –8/1992
Cheyenne, WY

Completed exhaustive historical and legal review regarding private property rights and grazing rights on federal lands. Research was published by the University of Idaho's College of Law in the Spring of 1994.

Awards: Wyoming Outstanding Ag Citizen of the Year - 2001

Teaching: Taught CLE classes on the topics of zoning and land use planning;
Frequent presenter at wind related seminars and meetings.

Personal: I grew up in Northern Nevada where my family owns and operates a large cattle ranch which includes both federal and private lands. I am personally involved with all areas of my family's business including planning, production, marketing, and quality assurance. My wife, Karen Budd-Falen and I also have a ranching operation in Cheyenne, Wyoming. We have two adult children, Isaac (Reva House) and Sarah (Hunter Perala) and one grandson, Wesley John Falen.

BRANDON L. JENSEN

6553 Cranesbill Street
Wellington, Colorado 80549
(307) 421-0277
bjensen05@hotmail.com

EDUCATION

Vermont Law School, South Royalton, Vermont.

J.D. and Master of Studies in Environmental Law (May, 2000).

J.D. GPA 3.1; Class Rank: 42/132; Masters GPA 3.5 (Cum Laude).

Vermont Law Review, staff member, 1998–2000.

Member of the Douglas M. Costle Environmental Moot Court Advisory Board.

David Sive Award for Best Overall Brief & Preliminary Round Best Oralist Award, National Environmental Law Moot Court Competition (1999-2000).

Colorado State University, Fort Collins, Colorado.

B.S. in Wildlife Biology (May, 1997).

GPA 3.3; Meritorious Scholarship Award (1993); Outstanding Service Award (1997);

Outstanding Leadership Award (1997).

WORK EXPERIENCE

Falen Law Offices, LLC, Cheyenne, Wyoming.

Senior Associate Attorney, 2000 to Present.

- Responsible for independently providing legal services on complex matters, including litigation, real estate transactions (such as licenses, leases, easements, purchases and sales), environmental issues, public lands disputes, endangered species, water law, and land titles.
- Responsible for satisfactorily overseeing numerous cases and clients and consistently achieving desired results.
- Responsible for supervising and assisting associate attorneys, paralegals and support staff.
- Responsible for management, administration and organization of day-to-day office functions, including soliciting new clients, establishing and maintaining budgets, and supervising office personnel.
- Responsible for negotiating and settling complex legal disputes with various federal and state agencies, including the Department of the Interior and the Department of Agriculture.
- Responsible for arguing cases before the Wyoming Supreme Court; the Seventh, Eighth, Ninth, and Tenth Circuit Courts of Appeals; and United States District Courts in Colorado, Indiana, Montana, New Mexico, Oklahoma, Utah and Wyoming.

PUBLICATIONS

- Brandon Jensen, Note, *Litigating the Crossroads between Sweet Home and Daubert*, 24 VT. L. REV. 169 (1999).
- Vermont Law School, *Best Overall Brief – Twelfth Annual PACE National Environmental Moot Court Competition*, 17 PACE ENVTL. L. REV. 423 (Summer 2000).

BAR MEMBERSHIP – MEMBER IN GOOD STANDING FOR THE FOLLOWING JURISDICTIONS:

- Supreme Court of the State of Wyoming (October, 2000).
- Supreme Court of the State of Colorado (October, 2000).
- Supreme Court of the State of New Mexico (September, 2018).
- United States District Court for the District of Wyoming (October, 2000).
- United States District Court for the District of Colorado (March, 2001).
- United States Court of Appeals for the Tenth Circuit (March, 2001).
- United States Court of Appeals for the Seventh Circuit (October, 2004).
- United States Court of Appeals for the Ninth Circuit (December, 2004).
- United States Court of Appeals for the Federal Circuit (December, 2006).
- United States Supreme Court (March, 2007).
- United States Court of Federal Claims (May, 2007).
- United States Court of Appeals for the Eighth Circuit (October, 2015).

Conner Nicklas

1252 N. 19th St. • Laramie, WY 82072 • (970) 531-1238 • cnicklas@uwyo.edu

Education

University of Wyoming College of Law, Juris Doctor Candidate, Expected May 2017

GPA: 3.635, Class Rank: 7/69, Academic Honor Roll: Dean's List: Fall: 2014, 2015, 2016; Spring 2015, 2016

Organizational Involvement:

- *Wyoming Law Review*: Staff Member
- Natural Resource Law Club member
- University of Wyoming Rural Law Center-Legislative Research Services: Director
- Phi Alpha Delta: Vice-Justice, Fall 2014 – present
- Law School Ambassador

Competitions:

- ABA Negotiations Competition, Spring 2015; ABA Negotiations Competition Semifinalist, Spring 2016; Davis and Cannon Environment and Natural Resources Law Competition, Fall 2015, 2016; Oil and Gas Lease Negotiations Competition, Spring 2016

Major Research Projects:

- Conner Nicklas, *Critical Analysis of Colorado's Use Variance Statute Compared to General Application of Use Variances* (2014) (Land Use Law, Professor Alan Romero).
- Conner Nicklas, *Improvements on Colorado's Assured Supply Laws in Connection with Land Use Planning* (2015) (Advanced Water Law, Professor Jason Robison).

Clearwater Christian College, Clearwater, Florida, Bachelor of Arts in Pre-Law Studies, December 2013

GPA: 3.6, Academic Honor Roll: President's List Fall 2010; Dean's List Spring 2010 to Fall 2013

Leadership/Organizational Involvement

- Political Club: Vice-President, 2011-2014
- "Student Leadership and Mentors" (SLAM Team) Mentor, 2012-14
- Republican National Convention School Representative, Tampa, Florida, 2012

Thesis:

- Conner Nicklas, *The Impending Water Crisis in the West* (2010) (addressing the potential water crisis the Western United States faces in the next century and the ramifications of such a crisis if no solution is found).

Experience

University of Wyoming Rural Law Center- Legislative Research Services, Laramie, WY

Director January, 2017 – Present

- Direct and supervise research regarding extraterritorial jurisdiction for municipalities
- Manage a website for the research to be compiled
- Write the overall work product created from the research

University of Wyoming Energy, Environment, and Natural Resource Law Clinic, Laramie, WY

Clinic Member August 2016 – Present

- Prepare legal documents such as motions to intervene and answers to complaints.
- Research environmental issues in order to give legal advice to state officials.
- Attend meetings with assistant attorney generals conducting official state business.
- Participate in mock trial in anticipation of oral arguments in front of the 10th Circuit.
- Attend oral argument before the 10th Circuit.
- Represent the Oil and Gas Conservation Commission at a Show of Cause Hearing for revocation of a bond from an oil company.

Friends of Fish Creek, Jackson, WY

Research Assistant,

September 2016 – Present

- Research the regulatory mechanism to protect water quality in a local tributary in Northern Wyoming
- Meet with members of the community to discuss the issues surrounding the tributary
- Write an article for publication concerning how regulations can possibly be used to protect the quality of the tributary

Welborn, Sullivan, Meck, and Tooley, Casper, WY

Summer Law Clerk,

June 2016 – August 2016

- Participated in a civil trial worth several million dollars
- Researched and drafted memos for the firm that were given to clients.
- Drafted legal documents, including, articles of organization, probate documents, and motions to compel.
- Participated in interrogatories and client interviews in which I gave clients legal advice.

Grand County Attorney's Office, Hot Sulphur Springs, CO

Intern,

May 2015 – August 2015

- Drafted and Filed court documents for various legal actions including law suits for emergency medical services collections, motions to dismiss, and complaints.
- Assisted the County Board of Adjustments in appeals of the County Assessor's decision.
- Attended water negotiations with other Western Slope communities regarding the purchase of water rights
- Drafted contracts for the county, including service and construction contracts for various county activities.
- Drafted legal letters for the county, including cease and desist letters and letters notifying tenants that their damage deposits were forfeited.
- Drafted resolutions for the Board of County Commissioners.
- Researched and drafted memos covering several issues, including attorney ethics, utility law, and nepotism.

Community Involvement & Leadership

Dress for Success: Created a clothes drive in which local attorneys donated professional clothing to law students who could not afford them, March 2016- September 2016.

Young Life: Team Leader & Membership Development Coordinator, August 2010-August 2014.

References

Robert Franek

Assistant County Attorney
Grand County, Colorado
Phone: (970) 725-3045
Email: rfranek@co.grand.co.us

Jason Robison

Assistant Professor
University of Wyoming College of Law
Phone: (307) 766-6417
Email: jrobiso8@uwyo.edu


Hampton O'Neill

Shareholder
Welborn Sullivan Meck and Tooley
Phone: (307) 234-6907
honeill@wsmtlaw.com

APPENDIX B

EX PARTE COMMUNICATIONS CERTIFICATE

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the RFP No. 19-011 Retainer for Legal Counsel Services RFP at any time after October 5, 2018.

A handwritten signature in cursive script, reading "Franklin J. Falen", written over a horizontal line.

Franklin J. Falen

APPENDIX C
PRICE PROPOSAL

Staff Members' Hourly Rates:

Employee	Job Title	Hourly Rate
Franklin J. Falen	Attorney	\$280.00
Brandon L. Jensen	Attorney	\$280.00
Conner G. Nicklas	Attorney	\$250.00

Reimbursable Expenses:

Supplies/Copies/Printing/Westlaw Legal Research- \$300.00

Mileage/Travel Cost:

Mileage: \$1,276.00

Travel from Cheyenne, WY to Banning, CA and miscellaneous miles (2200 miles) @ \$0.58/mile for estimated 6 trips

Flights: \$300.00 per person

Roundtrip airline ticket from Denver, CO to Banning, CA

Rental Vehicle: \$480.00

12 days @ \$40/day for estimated 6 trips

Motels- \$1,200.00 per person

12 nights @ \$100/night for estimated 6 trips

Food- \$492.00 per person

12 days @ \$41/day for estimated 6 trips

APPENDIX D

DISCLOSURE OF GOVERNMENT POSITIONS

Karen Budd-Falen, former owner and attorney with Falen Law Offices, LLC f/k/a Budd-Falen Law Offices, LLC, currently holds a position as General Solicitor for Parks and Wildlife in Washington, D.C.

APPENDIX E

DISQUALIFICATIONS 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

APPENDIX F

RFP#19-011 – ADDENDUMS NO. 1 & NO. 2



ADDENDUM NO. 1
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #1 Issued October 29, 2018

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSALS as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

RFP CLARIFICATION**RESPONSE TO ALL QUESTIONS IN RED**

1. Will the City accept a bid for specific line items included in the scope of work or is it required that the successful bidder respond for all items requested in the scope of work?
 - a. Yes, the City will accept bids for specific line items. It should be noted that the City's priority project is the San Geronio Flume Conveyance project. The City will be looking specifically for strengths related to Water Rights, Property Rights, Federal Lands Use and Right-of-Way Statutes and experience in dealings with the Forest Service and the Federal Energy Regulatory Commission. Additionally, the City may consider hiring multiple firms to provide the City with services related to specific tasks.

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.

Signature

Date

Company Name

Typed Name and Title

Address

City

State

Zip



ADDENDUM NO. 2
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #2 Issued November 1, 2018

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSAL as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

RFP #19-011 Addendum# 2

RFP CLARIFICATION

Due date has been extended.

RFQ specific information	
Date of issuance	October 5, 2018
RFQ number	19-011
Deadline for delivery of bid	Friday, November 2, 2018 10:00 a.m. Friday, November 16, 2018 by 10:00 a.m.

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.

Signature Date

Company Name

Typed Name and Title

Address

City State Zip

ATTACHMENT 3

(Falen Law Offices, LLC Proposal)

**PROPOSAL FOR RETAINER FOR
LEGAL COUNSEL SERVICES
RFP#19-011**

Prepared for:

City of Banning
Public Works Department
99 Easy Ramsey Street
Banning, CA 92220

Prepared by:

Falen Law Offices, LLC
300 E. 18th Street
Post Office Box 346
Cheyenne, WY 82003

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1. BACKGROUND AND PROJECT SUMMARY

Falen Law Offices LLC (FLO) is a Wyoming limited liability company providing legal representation regarding local government involvement in federal agency decisions and actions, protection of private property rights, Endangered Species and Clean Water Act issues, and other property rights and environmental laws. The office is located in Cheyenne, Wyoming. Frank Falen is the owner and managing member of FLO.

Pursuant to the Request for Proposal (RFP), the City of Banning et al (City) is seeking advice and representation regarding the protection of its water rights and the right-of-way for those water rights crossing Forest Service lands. There are several important issues that should be considered to protect the City's water rights and its right-of-way. Some of these issues are included, but may not be limited to the issues identified below.

A. 1891 Right-of-Way Rights.

i. *Ensure that the City of Banning has an 1891 Right-of-Way and that it has not been abandoned.*

The first step is to ensure that the Forest Service recognizes a valid 1891 Act right-of-way in favor of the City and that the right-of-way has not been abandoned. Section 18 of that the Act of 1891 provides, in pertinent part, as follows:

The right of way through the public lands and reservations of the United States is hereby granted to any canal ditch company, irrigation or drainage district formed for the purpose of irrigation or drainage . . . Provided, that no such right of way shall be so located as to interfere with the proper occupation by the Government of any such reservation, and all maps of location shall be subject to the approval of the department of the Government having jurisdiction of such reservation.

Id., at § 18, 26 Stat. 1101-02 (formerly codified at 43 U.S.C. § 946).

Section 19 of the Act sets forth the procedures by which a canal or ditch company could avail itself of benefits under the Act. Under that section:

Any canal or ditch company desiring to secure the benefits of this act shall . . . file with the register of the land office for the district where such land is located a map of its canal or ditch and reservoir; and upon the approval thereof by the Secretary of the Interior the same shall be noted upon the plats in said office, and

thereafter all such lands over which such rights of way shall pass shall be disposed of or subject to such right of way.

Id., at § 19, 26 Stat. 1102 (formerly codified at 43 U.S.C. § 947). Section 18 does not confer any rights independently of Section 19, and the two statutory provisions “are to be construed together.” See Union Land & Stock Co. v. United States, 257 F. 635, 639 (9th Cir. 1919).

Section 20 broadened the scope of the Act, making it applicable “to all canals, ditches, or reservoirs . . . heretofore or hereafter constructed, whether constructed by corporations, individuals, or association of individuals, on the filing of the certificates and maps herein provided for.” See Act of March 3, 1891, at § 20, 26 Stat. 1102 (formerly codified at 43 U.S.C. § 948). It was mandatory under the Act “to file with the Secretary of the Interior, and with the register of the land office where said land is located, a map of the line of such canal, ditch, or reservoir.” See id.¹ Section 21 provided that “nothing in this act shall authorize such canal or ditch company to occupy such right of way except for the purpose of said canal or ditch, and then only so far as may be necessary for the construction, maintenance and care of said [reservoir].” See id., at § 21, 26 Stat. 1102 (formerly codified at 43 U.S.C. § 949).

In its 1894 Circular interpreting and applying the provisions of the Act, the Department of the Interior stated that sections 18-21 of the Act “grant the right of way through the public lands and reservations of the United States” for the use of canals, ditches and reservoirs, constructed both before and after the Act, “upon the filing and approval of the certificates and maps.” See Circular, Right of Way—Canals, Ditches and Reservoirs, 18 Pub. Lands Dec. 168, 168 (1894). The Department of the Interior declared that its purpose was to determine whether the application described the proposed works “in such a manner that the benefits to be granted by the approval of the Secretary of the Interior are defined so as to avoid future uncertainty.” See id., at § 28, 18 Pub. Lands Dec. at 175–76. “The line of survey should be . . . as exactly as possible, the water line of the proposed reservoir.” See id., at § 8, 18 Pub. Lands Dec. at 172.

Even assuming that the City originally possessed an 1891 Act right-of-way, it would be important to ensure that the right-of-way has not been abandoned. Abandonment occurs when the easement holder intends to abandon the easement. Conversations between Frank Falen and Julie Hutchinson with the Banning Height Mutual Water Company indicated that because the flume on the right-of-way has not been maintained for years, the right-of-way course to the City has changed. While that change may not be

¹ Filing with the Secretary of the Interior was required even for rights-of-way located on Forest Service lands.

enough to show an intent to abandon the original right-of-way, additional research is needed to ensure against this possibility.

ii. Maintaining the City of Banning's Right-of-Way.

Assuming that an 1891 Act right-of-way is recognized and has not been abandoned,² the second step is to determine how to maintain the City's right-of-way. Although the Act of 1891 includes the right of maintenance, such right is subject to "reasonable regulation" by the Forest Service. In most circumstances and depending on the maintenance proposed by the easement holder, such reasonable regulation is usually very limited and must be consistent with the 1891 Act. It is likely that the Forest Service will argue that subsequently passed environmental statutes such as the Endangered Species Act (ESA) or the National Environmental Policy Act (NEPA) provides the federal agency with the legal avenue to "reasonably regulate" any maintenance of an 1891 Act right-of-way. Whether such "reasonable regulation" can occur will turn entirely on what the City of Banning proposes. For example, the 9th Circuit has held that the section 7 consultation requirements of the ESA only apply to "affirmative actions" of the federal agency with regard to 1891 Act rights-of-way. Western Watersheds Project v. Matejko, 456 F.3d 922 (9th Cir. 2006). In other words, if the City only proposes non-substantial maintenance of its 1891 Act right-of-way, there would be no requirement for Forest Service approval, thus no requirement for ESA section 7 consultation. On the other hand, if what the City is proposing for maintenance is substantial enough so as to require "reasonable regulation" from the Forest Service, or if the City needs to expand its right-of-way beyond its original scope, the Forest Service may have an argument that the City needs authorization meaning that ESA section 7 consultation or other environmental statutes such as NEPA would apply. The analysis for any of these scenarios will be entirely based upon the individual facts of what is needed by the City. This firm has written articles regarding 1891 Right-of-Way rights and has litigated cases declaring and defending those rights, making the firm well equipped to protect the City's 1891 rights.

B. Challenging Southern California Edison's FERC Application.

Even if the Forest Service has no authority to "reasonably regulate" the right-of-way, other federal agencies may attempt to impose conditions on the City. Because of the possibility of other federal agencies imposing conditions on the City, another item that should be considered is Southern California Edison's (SCE) September 28, 2010 FERC Application for Surrender of License for the San Geronio Nos 1 and 2 Hydroelectric Project. It would be

² The scope of an 1891 Act right-of-way is defined by the physical limitation of the system plus 50 feet on either side from the marginal limit thereof.

advantageous to intervene in the FERC application process because it would ensure that the City of Banning would stay apprised of the FERC proceedings, would be able to respond to all actions undertaken by SCE with regard to the FERC application, finally, intervening in a FERC proceeding is also part of the requirement to exhaust all legal remedies before appealing a FERC decision. See 15 U.S.C. § 717r(b); see also *Halifax Cty., Va. V. Lever*, 718 F.2d 649, 652 (4th Cir. 1983). FERC allows the public to intervene in a FERC proceeding if the movant has or represents an interest which may be directly affected by the outcome of the proceeding. 18 C.F.R. § 385.214. According to the FERC's Notice of Application, the deadline to submit a Motion to Intervene was December 8, 2010. Traditionally, FERC has been very liberal in allowing parties to untimely intervene in FERC proceedings. However, that tradition has shifted to now strictly adhering to the deadlines set by FERC, unless the party "had good cause for failing to file the motion within the time prescribed." See *Tennessee Gas Pipeline Co., LLC*, 162 FERC ¶ 61, 167 (Issued February 27, 2018). So it would be unlikely that FERC would allow a party to intervene in SCE's application to surrender its FERC license. When reviewing the docket, it appears that the City of Banning did not intervene in the case. However, Banning Heights did successfully intervene in the case and their interests should be aligned with the City of Banning. This firm has had several cases in which it has intervened in FERC proceedings on behalf of landowners to protect their property interests. One such intervention included a successful intervention to an application to surrender a license similar to the abandonment issue presented in this case. So the Falen Law Office is a firm well equipped and experienced in handling issues before FERC.

C. Consistency Review and Coordination with Federal Agencies.

This firm also has significant experience in assisting local governments in developing local land use plans to be used to require consistency review and coordination with all federal agencies. According to NEPA, if in the course of writing an environmental impact statement (EIS), a local government makes its land use plan or policy available to the lead federal agency, the lead agency must "discuss any inconsistency of a proposed action with any approved State or local plan and laws (whether or not federally sanctioned). *Where an inconsistency exists, the [impact] statement should describe the extent to which the [federal] agency would reconcile its proposed action with the [local government] plan or law.*" 40 C.F.R. §§ 1506.2, 1506.2(d). Emphasis added. Additionally, NEPA commands that copies of comments by State or local governments must accompany the EIS or environmental assessment (EA) throughout the review process. 42 U.S.C. § 4332(c). This firm has drafted land use plans that allow for local governments to participate in the federal decision making process for numerous local entities across the West. Thus, after discussion with this firm to determine what types of federal decisions may impact its water rights and rights-of-way, the City may want to consider adopting a land use plan for "consistency review" purposes.

D. Exactions.

Finally, actions taken by the Forest Service threatening to withhold permits and potentially using its power to regulate maintenance of the flume in order to leverage the parties to give away some of their water rights could amount to an illegal exaction. Under the right to due process as laid out in the 5th and 14th Amendment of the Constitution, the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the benefit sought has little or no relationship to the property. Dolan v. City of Tigard, 512 US 374, 382 (1994). Therefore, the Forest Service cannot take a person's property without compensation if the benefit being sought has little or no relationship to the property being taken.

To establish a taking, a plaintiff must have a legally cognizable property interest, such as the right of possession, use, or disposal of the property. See Loretto v. Teleprompter Manhattan CATV Corp., 458 US 419, 435 (1982) (internal citations omitted). Whether something is a vested property right is a matter of state law. United States v. Craft, 535 US 274, 278-79 (2002). In California an established water right is a vested property right protected under due process. United States v. State Water Res. Control Bd., 182 Cal.App.3d 82, 101 (Ct. App. 1986). Therefore, withholding authorization or a permit in order to obtain a portion of a water right could possibly be an illegal exaction if there is not a connection between the benefit sought and the property taken.

In order to see whether there is a connection, a court looks to see whether there is an "essential nexus" between a legitimate state interest and the permit condition. Dolan, 512 US at 382. So one of the questions that would be important to resolve would be, what is the legitimate state interest behind the US Forest Service regulating construction, maintenance, or operation of the flume? If there is a state interest, is there a connection between requiring a forfeiture of a portion of a water right and that state interest?

If an "essential nexus" exists, there must also be a "rough proportionality" between the degree of the exaction and the impact of the proposed permit. The government must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development. Id. at 391. So another question that could arise from this case is whether demand for a portion of the water right is proportionate to the impact of allowing the continued maintenance and operation of the flume.

This firm is currently in litigation in North Dakota concerning an exactions issue with a local county. The firm has also analyzed the issue in Wyoming. Therefore, this firm is intimately versed in dealing with exactions issues if they arise.

2. METHODOLOGY

As stated above, FLO would propose that the first step would be to substantiate that the Forest Service does recognize the City's 1891 Act right-of-way and to determine the scope, course and extent of that physical location. This step would be completed by reviewing the City's written documentation and if needed, filing Freedom of Information Act (FOIA) requests to acquire all the necessary documentation from the Forest Service and/or Department of the Interior. FLO would also review any possible abandonment concerns and establish that such abandonment has not happened.

FLO would then review any necessary maintenance or other proposals by the City to determine that they do not require Forest Service approval (and subsequent environmental review). If "approval" is required, FLO would assist the City is trying to revise such requests as to not trigger an environmental review requirement or would assist the City in seeking authorization from the federal government in a way that protects the integrity of the City's water rights and right-of-way. The firm would also take into consideration exactions issues and the extra FERC element moving forward.

The determination of the scope of the Forest Service regulations and the application of other environmental laws such as the ESA and NEPA will totally be dependent upon each project that the City of Banning needs to complete to maintain and continue using its right-of-way and water rights.

There are no city-owned facilities or property which we are proposing to use, lease, purchase or rent.

3. STAFFING

Employee	Position	Functions to be Performed	Anticipated Hours of Service
Franklin J. Falen	Attorney	Supervisory legal research, analysis and advice to the City.	Step 1 – unknown; Step 2 - unknown ³

³ Step 1 would include reviewing the City and/or federal government files to substantiate that the Forest Service does recognize the City's 1891 Act right-of-way and to determine the scope, course and extent of that physical location. Depending upon the documentation in the City's files, this step could take a very short period of time or a much longer period if the documentation must be retrieved from archived federal agency files or the documentation is not well organized. Step 2 would include reviewing the City's proposals for maintenance of its right-of-way. Without reviewing those proposals, it is not possible to include a time and cost

Brandon L. Jensen	Attorney	Supervisory legal research, analysis and advice to the City.	Step 1 – unknown; Step 2 – unknown
Conner G. Nicklas	Attorney	Legal research, analysis and advice to the City.	Step 1 – unknown; Step 2 – unknown

See Appendix A for Resumes of designated individuals.

4. QUALIFICATIONS

Falen Law Offices, LLC

Falen Law Offices, L.L.C., formerly known as the Budd-Falen Law Offices, L.L.C., has been serving property owners and local governments for over 25 years. The firm provides legal representation regarding endangered species, clean water, private property ownership and use, federal lands, local government involvement, local zoning and property rights, energy law, and other areas of law affecting local governments, ranchers, farmers, and other landowners in the federal courts of the United States of America and in the various state courts where its attorneys are individually licensed to appear (Colorado, Montana, Nebraska, New Mexico, North Dakota, South Dakota, and Wyoming). The attorneys of this firm have also represented clients in other states for specific matters when those states allowed FLO attorneys to appear pro hac vice or assist in matters out of the courtroom. The firm also represents industry clients in BLM and Forest Service administrative appeals as well as in litigation arising under the Endangered Species Act (ESA), the Federal Lands Policy and Management Act (FLPMA), the National Environmental Policy Act (NEPA), National Forest Management Act (NFMA), the Clean Water Act (CWA) and other environmental statutes. In addition, the firm represents landowners with issues related to oil and gas, wind energy, solar energy, pipelines, eminent domain and condemnation.

Franklin J. Falen

Frank, along with his wife Karen Budd-Falen, founded Falen Law Offices in 1992. Before establishing the law firm, Frank served as Chief Administrative Officer for the Washington Cattlemen's Association in Ellensburg, Washington. In that position, Frank developed position papers and statements supporting and protecting the State's livestock industry, and reviewed and provided

estimate. FLO would be willing to provide the City with a cost estimate once it knows the scope of what is needed from the city.

comments on State and National legislative proposals affecting private property rights and agriculture.

Frank's legal practice includes litigation regarding zoning and land use issues, public and federal lands issues, environmental laws, and negotiation of wind contracts, pipelines and transmission line right-of-ways, and oil and gas leases on behalf of landowners. Frank also works on generational succession, and estate and tax planning for agricultural based estates. Frank pioneered the concept of landowner group negotiation on such major right-of-ways as the one for Keystone XL, ONEOK, Hiland, Black Hills Power and others. These groups often consist of landowners comprising several hundred miles of a project's proposed right of way. The projects require understanding and coordination of the legal and political issues involving landowners, project proponents, numerous local governments and state and federal agencies. These projects are multi-jurisdictional and involve hundreds of millions of dollars. Frank has taught Continuing Legal Education classes on the topics of zoning, subdivision and land use planning and is a frequent presenter at wind, property rights, oil and gas, condemnation law, and easement negotiations related seminars and meetings. Frank is continually involved in legislative matters affecting agriculture in several states by providing expert testimony and analysis. Separately Frank also owns and manages ranching and other property related business in Wyoming and Nevada.

Frank is a member of the Wyoming Agricultural Hall of fame and for the last several years, has been a volunteer coach for Future Farmers of America Ag issues teams for East High School in Cheyenne. FLO is also a strong supporter of 4-H as a top buyer at the local county fair and through participate in the 4-H scholarship program.

Brandon L. Jensen

Brandon maintains an extensive civil practice focused on natural resources, water and public lands law, environmental litigation, federal livestock grazing, land-use and property rights. He also frequently represents landowners with respect to matters involving traditional uses of federal public lands, including livestock grazing and rights of access, and the negotiation of customary uses of private land, such as surface use agreements, rights-of-way, easements, oil and gas leases, and private land leases for the development of wind energy. Brandon has over seventeen years of experience representing clients in administrative matters before the Department of the Interior and the Department of Agriculture, and in numerous state and federal courts throughout the West. Over the years, Brandon has successfully represented clients in all types of environmental and natural resource matters.

Conner G. Nicklas

Conner was heavily involved at the University of Wyoming College of Law where he received his law degree and graduated with honors in the top 10 of his class. He was a staff member for the Wyoming Law Review. He was a law school ambassador and mentored incoming law students. He was the Vice-President of the Blume Chapter of Phi Alpha Delta Law Fraternity International, which completed several service projects and community outreaches in Laramie and is currently the largest law fraternity at the University of Wyoming. Conner also was a member of the University of Wyoming College of Law's Energy, Environmental and Natural Resources Clinic (EENR Clinic). The EENR Clinic allows members to work with the Wyoming Attorney General's Office and environmental law work on behalf of the state. As a member Conner successfully argued a show of cause hearing before the Wyoming Oil and Gas Conservation Committee, made recommendations to the Wyoming Department of Environmental Quality on behalf of the Attorney General's Office on how to be in compliance with Equal Protection Laws while awarding grants and issuing permits, and attended internal meetings with the Wyoming Attorney General's Office, including negotiations and preparations for appeals to the 10th Circuit. Conner also helped published an article on behalf of the University of Wyoming College of Law and the Haub School of Natural Resources outlining Federal and local water quality requirements. As an associate at the Falen Law Offices, Conner has written Amicus Briefs to the United States Supreme Court regarding the Endangered Species Act, assisted in drafting land use plans for local counties and conservation districts, and participated in multi-million dollar negotiations with pipeline companies on behalf of landowners across Montana, Wyoming, and Colorado.

References for Similar Services

Cupps, et al v. Pioneer Canal-Lake Hattie Irrigation District, U.S. District Court for the District of Wyoming, Case No. 16-cv-86/ 10th Circuit Court of Appeals Case No. 18-8024

Client Name: Mark Cupps

Project Description: Quiet Title Litigation

Project Start and End Dates: April 2016 – present

Client Project Manager Name, Telephone Number and Email Address:

Mark Cupps, 307-742-2615, cuppsdrm@lariat.net

Baker Ranches, Inc., et al. v. Zinke, et al., US. District Court for the District of Nevada, Case No. 18-cv-261

Client Name: Craig Baker, Baker Ranches, Inc.

Project Description: Quiet Title Litigation

Project Start and End Dates: June 2018 - present

Client Project Manager Name, Telephone Number and Email Address:

Craig Baker, 775-234-7103, cbaker1cz@hotmail.com

Bradley, et al. v. Schafer, US. District Court for the District of Montana, Case No. CV-08-85/10th Circuit Court of Appeals Case No. 10-36141

Client Name: Beau Bradley

Project Description: Quiet Title Litigation

Project Start and End Dates: December 2008 – March 2012

Client Project Manager Name, Telephone Number and Email Address:
Beau Bradley, 406-684-5939

5. FINANCIAL CAPACITY

n/a

6. FEE PROPOSAL

Fees for legal services rendered by this firm are charged on the basis of the time spent. Services rendered by senior level attorneys are billed at an hourly rate of \$280.00, second level attorneys at \$250.00, third level attorneys at \$230.00 legal interns and paralegals at \$150.00, and legal secretaries who perform work not requiring the direct services of an attorney at \$75.00.

7. DISCLOSURE

FLO, nor any of its employees, have any current business or 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.

APPENDIX A
RESUMES OF KEY PERSONNEL

FRANKLIN J. FALEN

FALEN LAW OFFICES, LLC

300 E. 18th Street
P.O. Box 346
Cheyenne, WY 82003

307-632-5105 – Telephone
307-635-2541 – Facsimile
frank@ buddfalen.com

Education:

UNIVERSITY OF WYOMING College of Law – J.D., May 1993
1000 E. University Ave., Laramie, WY 82071

UNIVERSITY OF NEVADA AT RENO – B.S., Agricultural Economics,
1985
1664 N. Virginia St., Reno, NV 89557

Experience:

Owner

Falen Law Offices, LLC, Cheyenne, WY - 1993-Present
300 E. 18th Street/P.O. Box 346
Cheyenne, WY 82003

Practices in zoning and land use issues, public and federal lands issues, environmental laws, wills and estates, condemnation, and land exchanges. Developed successful process for negotiating pipeline, powerline, wind farm and other large easements and rights-of-way on behalf of private property owners.

Licensed to Practice Law in the States of WY, NE, ND and SD.

Chief Administrative Officer

Washington Cattlemen's Association - 1987-1990
Ellensburg, WA

Developed position papers and statements supporting and protecting the State's livestock industry, and reviewed and provided comments on State and National legislative proposals effecting private property rights and wilderness proposals. Assisted with creation of statewide advocacy effort opposing wild and scenic rivers designations; worked closely with the Board of Directors in implementing Association policy, directed staff activities, and managed the Association's financial and business affairs.

Legal Intern

Federal Lands Legal Foundation – 5/1992 –8/1992
Cheyenne, WY

Completed exhaustive historical and legal review regarding private property rights and grazing rights on federal lands. Research was published by the University of Idaho's College of Law in the Spring of 1994.

Awards:

Wyoming Outstanding Ag Citizen of the Year - 2001

Teaching:

Taught CLE classes on the topics of zoning and land use planning;
Frequent presenter at wind related seminars and meetings.

Personal:

I grew up in Northern Nevada where my family owns and operates a large cattle ranch which includes both federal and private lands. I am personally involved with all areas of my family's business including planning, production, marketing, and quality assurance. My wife, Karen Budd-Falen and I also have a ranching operation in Cheyenne, Wyoming. We have two adult children, Isaac (Reva House) and Sarah (Hunter Peralá) and one grandson, Wesley John Falen.

BRANDON L. JENSEN

6553 Cranesbill Street
Wellington, Colorado 80549
(307) 421-0277
bjensen05@hotmail.com

EDUCATION

Vermont Law School, South Royalton, Vermont.

J.D. and Master of Studies in Environmental Law (May, 2000).

J.D. GPA 3.1; Class Rank: 42/132; Masters GPA 3.5 (Cum Laude).

Vermont Law Review, staff member, 1998–2000.

Member of the Douglas M. Costle Environmental Moot Court Advisory Board.

David Sive Award for Best Overall Brief & Preliminary Round Best Oralist Award, National Environmental Law Moot Court Competition (1999-2000).

Colorado State University, Fort Collins, Colorado.

B.S. in Wildlife Biology (May, 1997).

GPA 3.3; Meritorious Scholarship Award (1993); Outstanding Service Award (1997);

Outstanding Leadership Award (1997).

WORK EXPERIENCE

Falen Law Offices, LLC, Cheyenne, Wyoming.

Senior Associate Attorney, 2000 to Present.

- Responsible for independently providing legal services on complex matters, including litigation, real estate transactions (such as licenses, leases, easements, purchases and sales), environmental issues, public lands disputes, endangered species, water law, and land titles.
- Responsible for satisfactorily overseeing numerous cases and clients and consistently achieving desired results.
- Responsible for supervising and assisting associate attorneys, paralegals and support staff.
- Responsible for management, administration and organization of day-to-day office functions, including soliciting new clients, establishing and maintaining budgets, and supervising office personnel.
- Responsible for negotiating and settling complex legal disputes with various federal and state agencies, including the Department of the Interior and the Department of Agriculture.
- Responsible for arguing cases before the Wyoming Supreme Court; the Seventh, Eighth, Ninth, and Tenth Circuit Courts of Appeals; and United States District Courts in Colorado, Indiana, Montana, New Mexico, Oklahoma, Utah and Wyoming.

PUBLICATIONS

- Brandon Jensen, Note, *Litigating the Crossroads between Sweet Home and Daubert*, 24 VT. L. REV. 169 (1999).
- Vermont Law School, *Best Overall Brief – Twelfth Annual PACE National Environmental Moot Court Competition*, 17 PACE ENVTL. L. REV. 423 (Summer 2000).

BAR MEMBERSHIP – MEMBER IN GOOD STANDING FOR THE FOLLOWING JURISDICTIONS:

- Supreme Court of the State of Wyoming (October, 2000).
- Supreme Court of the State of Colorado (October, 2000).
- Supreme Court of the State of New Mexico (September, 2018).
- United States District Court for the District of Wyoming (October, 2000).
- United States District Court for the District of Colorado (March, 2001).
- United States Court of Appeals for the Tenth Circuit (March, 2001).
- United States Court of Appeals for the Seventh Circuit (October, 2004).
- United States Court of Appeals for the Ninth Circuit (December, 2004).
- United States Court of Appeals for the Federal Circuit (December, 2006).
- United States Supreme Court (March, 2007).
- United States Court of Federal Claims (May, 2007).
- United States Court of Appeals for the Eighth Circuit (October, 2015).

Conner Nicklas

1252 N. 19th St. • Laramie, WY 82072 • (970) 531-1238 • cnicklas@uwyo.edu

Education

University of Wyoming College of Law, Juris Doctor Candidate, Expected May 2017

GPA: 3.635, Class Rank: 7/69, Academic Honor Roll: Dean's List: Fall: 2014, 2015, 2016; Spring 2015, 2016

Organizational Involvement:

- *Wyoming Law Review*: Staff Member
- Natural Resource Law Club member
- University of Wyoming Rural Law Center-Legislative Research Services: Director
- Phi Alpha Delta: Vice-Justice, Fall 2014 – present
- Law School Ambassador

Competitions:

- ABA Negotiations Competition, Spring 2015; ABA Negotiations Competition Semifinalist, Spring 2016; Davis and Cannon Environment and Natural Resources Law Competition, Fall 2015, 2016; Oil and Gas Lease Negotiations Competition, Spring 2016

Major Research Projects:

- Conner Nicklas, *Critical Analysis of Colorado's Use Variance Statute Compared to General Application of Use Variances* (2014) (Land Use Law, Professor Alan Romero).
- Conner Nicklas, *Improvements on Colorado's Assured Supply Laws in Connection with Land Use Planning* (2015) (Advanced Water Law, Professor Jason Robison).

Clearwater Christian College, Clearwater, Florida, Bachelor of Arts in Pre-Law Studies, December 2013

GPA: 3.6, Academic Honor Roll: President's List Fall 2010; Dean's List Spring 2010 to Fall 2013

Leadership/Organizational Involvement

- Political Club: Vice-President, 2011-2014
- "Student Leadership and Mentors" (SLAM Team) Mentor, 2012-14
- Republican National Convention School Representative, Tampa, Florida, 2012

Thesis:

- Conner Nicklas, *The Impending Water Crisis in the West* (2010) (addressing the potential water crisis the Western United States faces in the next century and the ramifications of such a crisis if no solution is found).

Experience

University of Wyoming Rural Law Center- Legislative Research Services, Laramie, WY

Director

January, 2017 – Present

- Direct and supervise research regarding extraterritorial jurisdiction for municipalities
- Manage a website for the research to be compiled
- Write the overall work product created from the research

University of Wyoming Energy, Environment, and Natural Resource Law Clinic, Laramie, WY

Clinic Member

August 2016 – Present

- Prepare legal documents such as motions to intervene and answers to complaints.
- Research environmental issues in order to give legal advice to state officials.
- Attend meetings with assistant attorney generals conducting official state business.
- Participate in mock trial in anticipation of oral arguments in front of the 10th Circuit.
- Attend oral argument before the 10th Circuit.
- Represent the Oil and Gas Conservation Commission at a Show of Cause Hearing for revocation of a bond from an oil company.

Friends of Fish Creek, Jackson, WY

Research Assistant,

September 2016 – Present

- Research the regulatory mechanism to protect water quality in a local tributary in Northern Wyoming
- Meet with members of the community to discuss the issues surrounding the tributary
- Write an article for publication concerning how regulations can possibly be used to protect the quality of the tributary

Welborn, Sullivan, Meck, and Tooley, Casper, WY

Summer Law Clerk,

June 2016 – August 2016

- Participated in a civil trial worth several million dollars
- Researched and drafted memos for the firm that were given to clients.
- Drafted legal documents, including, articles of organization, probate documents, and motions to compel.
- Participated in interrogatories and client interviews in which I gave clients legal advice.

Grand County Attorney's Office, Hot Sulphur Springs, CO

Intern,

May 2015 – August 2015

- Drafted and Filed court documents for various legal actions including law suits for emergency medical services collections, motions to dismiss, and complaints.
- Assisted the County Board of Adjustments in appeals of the County Assessor's decision.
- Attended water negotiations with other Western Slope communities regarding the purchase of water rights
- Drafted contracts for the county, including service and construction contracts for various county activities.
- Drafted legal letters for the county, including cease and desist letters and letters notifying tenants that their damage deposits were forfeited.
- Drafted resolutions for the Board of County Commissioners.
- Researched and drafted memos covering several issues, including attorney ethics, utility law, and nepotism.

Community Involvement & Leadership

Dress for Success: Created a clothes drive in which local attorneys donated professional clothing to law students who could not afford them, March 2016- September 2016.

Young Life: Team Leader & Membership Development Coordinator, August 2010-August 2014.

References

Robert Franek

Assistant County Attorney
Grand County, Colorado
Phone: (970) 725-3045
Email: rfranek@co.grand.co.us

Jason Robison

Assistant Professor
University of Wyoming College of Law
Phone: (307) 766-6417
Email: jrobiso8@uwyo.edu

Hampton O'Neill

Shareholder
Welborn Sullivan Meck and Tooley
Phone: (307) 234-6907
honeill@wsmtlaw.com

APPENDIX B

EX PARTE COMMUNICATIONS CERTIFICATE

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the RFP No. 19-011 Retainer for Legal Counsel Services RFP at any time after October 5, 2018.



Franklin J. Falen

APPENDIX C

PRICE PROPOSAL

Staff Members' Hourly Rates:

Employee	Job Title	Hourly Rate
Franklin J. Falen	Attorney	\$280.00
Brandon L. Jensen	Attorney	\$280.00
Conner G. Nicklas	Attorney	\$250.00

Reimbursable Expenses:

Supplies/Copies/Printing/Westlaw Legal Research- \$300.00

Mileage/Travel Cost:

Mileage: \$1,276.00

Travel from Cheyenne, WY to Banning, CA and miscellaneous miles (2200 miles) @ \$0.58/mile for estimated 6 trips

Flights: \$300.00 per person

Roundtrip airline ticket from Denver, CO to Banning, CA

Rental Vehicle: \$480.00

12 days @ \$40/day for estimated 6 trips

Motels- \$1,200.00 per person

12 nights @ \$100/night for estimated 6 trips

Food- \$492.00 per person

12 days @ \$41/day for estimated 6 trips

APPENDIX D

DISCLOSURE OF GOVERNMENT POSITIONS

Karen Budd-Falen, former owner and attorney with Falen Law Offices, LLC f/k/a Budd-Falen Law Offices, LLC, currently holds a position as General Solicitor for Parks and Wildlife in Washington, D.C.

APPENDIX E

DISQUALIFICATIONS 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

APPENDIX F

RFP#19-011 – ADDENDUMS NO. 1 & NO. 2



ADDENDUM NO. 1
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #1 Issued October 29, 2018

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSALS as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

RFP CLARIFICATION

RESPONSE TO ALL QUESTIONS IN RED

1. Will the City accept a bid for specific line items included in the scope of work or is it required that the successful bidder respond for all items requested in the scope of work?
 - a. Yes, the City will accept bids for specific line items. It should be noted that the City's priority project is the San Gorgonio Flume Conveyance project. The City will be looking specifically for strengths related to Water Rights, Property Rights, Federal Lands Use and Right-of-Way Statutes and experience in dealings with the Forest Service and the Federal Energy Regulatory Commission. Additionally, the City may consider hiring multiple firms to provide the City with services related to specific tasks.

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.

Signature Date

Company Name

Typed Name and Title

Address

City State Zip



ADDENDUM NO. 2
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #2 Issued November 1, 2018

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSAL as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

RFP CLARIFICATION**Due date has been extended.**

RFQ specific information	
Date of issuance	October 5, 2018
RFQ number	19-011
Deadline for delivery of bid	Friday, November 2, 2018 10:00 a.m. Friday, November 16, 2018 by 10:00 a.m.

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.

Signature _____ Date _____

Company Name _____

Typed Name and Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT 4

(Churchwell White, LLP Proposal)



**Proposal to Provide Retainer for Legal Counsel
Services – City of Banning**

November 16, 2018

Vendor Cover Letter

Churchwell White LLP

churchwellwhite.com

1414 K Street, 3rd Floor
Sacramento, CA 95814
T 916.468.0950 | F 916.468.0951

Barbara A. Brenner
T 916.468.0625
Barbara@churchwellwhite.com

November 16, 2018

Jorge Uribe, Buyer
City of Banning
99 East Ramsey Street
Banning, CA 92220

Re: Proposal to Provide Retainer Legal Counsel Services

Dear Mr. Uribe:

On behalf of Churchwell White LLP ("Firm" or "Churchwell White"), I am pleased to submit our Proposal to Provide Retainer Legal Counsel Services to the City of Banning ("City"). Our Firm is uniquely qualified in water rights, environmental, regulatory compliance and land use matters. The contact information for the Firm, as well as the primary contact authorized to negotiate on behalf of and contractually bind the Firm, as well as to whom all questions and clarifications should be directed, is below:

Firm Name:

Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
Phone: 916.468.0950
Website: churchwellwhite.com

Primary Contact:

Barbara A. Brenner, Partner
1414 K Street, 3rd Floor
Sacramento, CA 95814
Direct: 916.468.0625
Email: barbara@churchwellwhite.com

Churchwell White has deep roots in California, representing many special districts and public agencies throughout the state. Located within a block of the state capitol in Sacramento, our attorneys and legislative advocates are dedicated to providing advice and expertise at the highest levels of law and policy. The Firm's attorneys have achieved extraordinary results by proactively solving the issues facing our clients with a diligent work ethic. Our partners have years of experience at some of the largest law firms in the country, including DLA Piper, Greenberg Traurig, and Stoel Rives.

We understand the City is facing significant water supply challenges; the solution to which involves consideration of both surface and groundwater supplies. Our natural resources and land use experience provides the proper legal expertise to assist the City in developing solutions to the water demand needs. Barbara Brenner is a well-known figure in the water law community, with over 25 years of experience. Ms. Brenner leads our water rights and environmental practices.

City of Banning
November 16, 2018
Page 2 of 2

The long-term viability of the clients we serve is paramount to us. Accordingly, we help clients develop long-range management plans to ensure that they have the water needed to remain viable and that they meet obligations under state and federal laws, including the California Water Code, the Clean Water Act, the Sustainable Groundwater Management Act, and state and federal environmental laws. Such efforts include water transfers, acquiring and protecting water rights, and regional planning. In addition, water users in California face challenges beyond the acquisition of water rights, such as meeting the demands of constantly changing environmental regulations. Churchwell White assists small and large water purveyors meet these permitting, regulatory, and long-term planning challenges.

Our water law and land use practices include each legal specialty specified in the Request for Proposals ("RFP"). We have evaluated the City's needs based on the requested qualifications set forth in the RFP and are confident in our ability to execute all of the legal services to the highest ability and quality specified by the City. We believe that experienced legal counsel and comprehensive service play an integral role in facilitating and ensuring that the City is able to accomplish its water and land use goals within the complex framework of federal, state, and local laws and regulations. Our approach to tackling the array of challenges a public agency may face is to maintain an active and cooperative relationship with staff, the City Attorney, City Manager, and City Council. This active level of involvement and candid communication regarding the strategy and management of the City's legal affairs leads to optimal results.

The following proposal outlines the experience and qualifications of not only the Firm, but also the proposed legal team. Our team is committed to satisfactorily assisting the City solve its water supply challenges. Should you have any questions, please do not hesitate to contact me directly. Thank you for your consideration.

This proposal is a firm and irrevocable offer for 180 days.

Best regards,

CHURCHWELL WHITE LLP



Barbara A. Brenner
Partner
BAB/cec

**Proposal to Provide Retainer
for Legal Counsel Services**

Background and Project Summary

We have evaluated the City of Banning's ("City") needs based on the Scope of Work set forth in the Request for Proposals ("RFP") and have no exceptions to the services listed. We understand the scope of services to include, but not be limited to, the following:

- Provide advice to City staff on matters of law, including but not limited to water rights.
- Attend City Council meetings on an as-needed basis. Regular meetings are held on the 2nd and 4th Tuesday of each month beginning at 5:00 pm.
- Attend other meetings such as Committee meetings requested by the Public Works Director.
- Research and interpret laws, court decisions and other authorities in order to prepare legal opinions to advise the Public Works Director and City staff on legal matters pertaining to City interests.
- Provide legal assistance and consultation to the Public Work Director or designee as requested on matters of property acquisitions, eminent domain, property rights and property management, encroachment, lease agreements and easements.
- Legal services and specialties shall be required that address California Department of Fish and Wildlife (lack and streambed alterations), US Army Corps of Engineers (Clean Water Act Section 404), and Regional Water Quality Control Board (Clean Water Act Section 401).
- Provide Water Law legal services that addresses future legal agreement needs between the City and Banning Heights Mutual Water Company regarding surface and ground water allocations.
- Provide legal services pertaining to land use issues, including, but not limited to, property acquisitions, easements, public improvements, dedications and rights of way.
- Legal services related to the Sustainable Groundwater Management Act ("SGMA").
- Provide legal services related to the transfer of the San Geronio Flume Conveyance System, provide consultation in dealing with the National Forest Service (e.g. land use, FLPMA, etc.), provide consultation in dealing with the Federal Energy Regulatory Commission.
- Provide legal services pertaining to the Beaumont Basis Wastewater.
- Provide legal services for regulatory permitting.

Methodology

Implementation Plan

Transference of Institutional Knowledge

One of the first steps that we take with a new client is to arrange an initial “kick-off” meeting between our team and the City. This would include the proposed legal team and any other relevant attorneys or legal staff who may assist the City during our representation, as well as the City Manager, City Attorney, and other City staff. This meeting will discuss our firm’s processes, the City’s goals and expectations, and any ongoing legal issues. This meeting helps us to better understand the City’s needs and goals, while giving the City an opportunity to familiarize itself with our Firm. We do not bill for this meeting.

Legal Needs and Issue Prioritization

Ms. Brenner will work closely with the City to provide legal counsel specialty services as it relates to the City’s flume project, protecting its water rights, negotiations related to the Sustainable Groundwater Management Act, and other matters as requested by the City. We understand the City’s needs to protect its water rights, infrastructure, land uses, and other interests. These complex issues require tactful guidance. Ms. Brenner is well versed providing such guidance to public entities.

The Firm prioritizes work based on need and demands. Ms. Brenner will use her expertise to assign work to the appropriate attorney or staff member to complete projects for the City. The Firm also utilizes several tasks and file management systems to efficiently monitor project progress to completion. We also have our own server, so attorneys can easily and securely access these systems while out of the office. If an issue requires immediate attention, we will make every effort to meet that demand. For all our work, we strive to deliver timely results while maintaining a balance between expectations and costs.

Legal Resource Coordination

Churchwell White is well positioned to advise public clients on a wide range of issues. Ms. Brenner has extensive experience in water law, land use and planning, public law, environmental law, and natural resources law. If an issue arises that is outside of Ms. Brenner’s specialty, often one of the other attorneys in our firm is knowledgeable and has the expertise to handle such issues. By utilizing other attorneys at our firm, we can reduce costs and ensure the quality of work remains to our standards. Throughout this process, we would keep the City informed of any additional attorney assignments, to ensure that the City is comfortable with the assignment.

Client Satisfaction

We believe we are an extension of the City and, therefore, are committed to being readily accessible to the City Council, City Manager, City Attorney, and staff. We have found that the primary method of ensuring client satisfaction is keeping an open line of communication between our attorneys and our clients. Our attorneys are equipped with cell phones, laptops, and remote access to our server. Not only does this allow them to work on the go, but also allows them to remain accessible to clients, even when out of the office.

As part of our effort to ensure client satisfaction, Churchwell White also provides several complimentary services. For example, our legislative advocacy team is committed to staying at the forefront of legal developments, including pending and newly adopted legislation and regulations that directly affect our clients. We regularly send out complimentary e-alerts to clients on a variety of relevant topics, including new and ongoing legislation, court rulings, and weekly updates from the Capitol.

Project Schedule

We prefer to meet with the City Manager, City Attorney, and City staff for the “kick-off” meeting within the first month we become counsel. This meeting will lay the foundation for the specific needs and goals of the City and how our Firm can assist with those needs and goals. From there, Ms. Brenner can assess a realistic schedule for completing specific projects and assignments. Our Firm is large enough to easily absorb additional service needs from the City, while still small enough to maintain competitive rates. In general, the types of projects within the City’s scope of work take about 2-4 years to complete. However, the City’s flume project and water rights are complicated matters and each project will have to be individually assessed to determine specific project schedules.

Specific Tasks Required from the City

To provide the requested Legal Counsel services, the City will need to provide us with the appropriate background, information, and documentation relevant to the City’s current issues and long-term goals. Cooperation and coordination between the City and our Firm is vital to ensure that the appropriate legal services are provided in an efficient and cost-effective manner.

Another key element to meeting client expectations is receiving meaningful feedback. To solicit and track comments from all interested stakeholders, we use file management and email systems to track documents and communications with clients.

Churchwell White currently uses Worldox as its primary file management system. Worldox allows our attorneys and legal staff to accurately track document creation, ownership and changes, as well as incorporates state-of-the-art review systems. The Firm can provide files electronically or via mail. Clients can upload and download documents and files of all types and sizes through the Firm's secure client portal.

Innovative Approaches

Capitol Lobbying Services

Churchwell White stands out from the rest by providing in-house legislative and governmental affairs services for our municipal clients. Our governmental affairs and lobbying attorneys are well respected for their effective approach at getting the job done. Randy Pollack, one of the Firm's partners, has over 25 years of experience working in and around the State Capitol as a legislative advocate. As a former chief consultant and chief of staff to an Assembly Member, Mr. Pollack has well established relationships with legislators and staff of both parties, which are instrumental in laying a foundation for effective representation for our clients. The Firm offers lobbying registration and basic lobbying services for no additional charge. These services include bill monitoring and providing each of our clients a Legislative Update booklet and custom trainings at the end of the year. These services have proven useful to other clients, such as when we helped pass legislation to amend the Public Records Act to keep sensitive financial information exempt from disclosure.

Institutional Knowledge Continuity

As an integral piece of Churchwell White's approach, our legal counsel services are primarily provided by a partner and assisted by one to two other dedicated attorneys. This approach ensures that we provide our clients with more rapid response time, varied expertise developed by our diversified legal practitioners, disbursement of client institutional knowledge, and inherit continuity in our provision of legal services. Our firm's low turnover rate ensures that the attorneys assigned to the City will retain the institutional knowledge to effectively meet its needs.

Use of City Facilities or Property

The Firm does not propose to use any City owned facilities or property at this time. While attending meetings, the Firm would request access to the City's internet to utilize our own remote file management and sharing systems. Through our remote access terminal, all of our attorneys are able to access the Firm's own server, files, and systems. By staying connected, our attorneys can minimize use of City facilities and properties while continuing to provide the same level of service on the go.

Staffing

Our Firm is committed to proposing the most qualified attorney(s) to meet the needs of each client. In line with that commitment, the Firm proposes Barbara A. Brenner to lead the City's legal team. As Legal Counsel, Ms. Brenner would have day-to-day responsibility to the City and staff, supervise all provided legal services, and ensure that the most qualified attorneys are responding to the City's needs. The Firm also proposes Kerry Fuller and Vincent Vu to assist Ms. Brenner to meet the City's needs. Our proposed legal team has extensive experience representing municipalities and special districts, with particular experience in representing public water purveyors. Resumes for our team are included under the "Resumes" tab of the proposal.

Primary Legal Counsel: Barbara A. Brenner

Barbara A. Brenner has developed a highly sophisticated environmental law practice, particularly in the areas of water, eminent domain, land use, energy and environmental law, special district representation, project entitlements, and regulatory compliance for both state and federal matters. She has over 20 years' worth of experience representing California special districts that provide agricultural and urban water, wastewater treatment, storm drainage and other services. Ms. Brenner has special insights into the unique needs of the water community, which includes experience working as special counsel to the judge for the Chino Basin adjudication. Most recently, she secured a favorable jury verdict in a water rights challenge involving multiple plaintiffs and defendants, establishing a prescriptive right to pump groundwater for a municipal client.

Ms. Brenner's water law practice includes permitting of surface water rights, assessing and defending groundwater pumping rights and conjunctive use projects, litigation to protect and acquire water resources, state and federal water contract interpretation and negotiation, and review of pending legislation. Her experience includes working with the United States Forest Service ("USFS") to obtain permits and applications, Federal Energy Regulatory Commission on permitting matters, Department of Water Resources on State Water Project matters, and with the U.S. Bureau of Reclamation on Central Valley Project matters. She works regularly with public and private clients to secure water resources permits for new water rights, process change petitions, license existing rights, negotiate short-term and long-term water transfers, implement conjunctive use programs, and manage long-term water supply planning. Ms. Brenner has assisted special water districts on regulatory compliance and permitting matters for an irrigation canal on federal land. Ms. Brenner also has extensive experience in eminent domain matters, having guided numerous parties through the process to

obtain a fair deal. Through these experiences, Ms. Brenner has developed strong relations with environmental consulting firms, engineering firms, and appraisers.

Ms. Brenner is an active member of the Association of California Water Agencies (“ACWA”), where she serves as a member of the Legal and Legislative Committees.

Ms. Brenner has successfully represented public and private clients in litigation. A few examples of her recent court successes include:

- *Steinbeck Vineyards #1, LLC v. County Of San Luis Obispo, et al.* (2018), in a case where hundreds of plaintiffs sued five municipal and local water purveyors, Ms. Brenner successfully defended her client in this quiet title to groundwater by establishing a prescriptive right to pump groundwater.
- *RFP v. SSWD*, in which she successfully defended a private company’s pre-1914 water rights against the reallocation of those rights by the Scott and Shasta Valley Watermaster.
- *Mount Shasta Bioregional Ecology Center v. County of Siskiyou* (210 Cal. App. 4th 184), where she successfully defended CEQA approvals for a co-generation plant, with costs awarded on appeal.

Attorney Name:	Barbara A. Brenner
Areas of Practice:	Water Law, Land Use and Planning, Eminent Domain, Environmental Law & Natural Resources
Office Location	Sacramento, CA
Proposed Role and Services:	<p>Legal Counsel</p> <ul style="list-style-type: none"> • Provide general legal advice, consultation, and opinions to the City regarding its flume project, water rights, SGMA, state and federal land use laws, and water and environmental compliance issues; • Provide legal services related to the acquisition of water resources infrastructure; • Assist the City on federal regulatory permitting and compliance issues with USFS and FERC; • Negotiate on the City’s behalf on matters pertaining to SGMA and water rights and allocations; • Provide legal assistance and consultation to the City as requested on matters of eminent domain, real estate transactions, property rights, land use affairs;

	<ul style="list-style-type: none"> • Provide counsel pertaining to future water needs, including surface and groundwater allocations, regulatory permitting, Beaumont Basin Watermaster, and other regulatory agencies; • Review environmental documents in connection with permitting and regulatory compliance; • Assist the City with bond issuances, impact fee updates and other finance mechanisms; and • Attend required City Council meetings and requested committee meetings.
Years of Experience in Public Sector Law:	27
Legal Training:	J.D., McGeorge School of Law, 1989 L.L.M., Pace University School of Law, 1993
Date of Admission to the California State Bar:	12/1989
Types of Clientele:	<ul style="list-style-type: none"> • General Counsel for Georgetown Divide Public Utility District, 2013-Present; General Counsel for Rio Linda/Elverta Community Water District, 2014-Present; General Counsel for Grizzly Flats Community Services District, 2014-Present; General Counsel for Reclamation District 799, 2016-Present; General Counsel for the North Yuba Water District, 2017-present • Special Counsel to Merced Irrigation District, Nevada Irrigation District, and to cities of Ceres, Dixon, Oakdale, Patterson, Riverbank, and San Bruno • Represents private companies and landowners in water and environmental matters, such as Crystal Geyser Water Company, Collins Pine Company, Roseburg Forest Products, and Marble Mountain Guest Ranch

Assistant Legal Counsel: Kerry Fuller

Kerry Fuller provides clients advice on issues related to water law and environmental compliance, as well as municipal and special district law, including the regulatory permitting and compliance, land acquisition, and infrastructure development. Ms. Fuller's water law and environmental compliance practice involves advising both public and private clients on matters relating to water rights, water quality, and the

environmental permitting process. Her experience includes advising public water purveyors on compliance with the SGMA, through both cooperative agreements and independent GSA formation, as well as litigation involving groundwater rights. She has also assisted in the successful defense of a private timber company in a Clean Water Act citizen suit and has been involved in several projects that require environmental review under CEQA and the 401, 404, and streambed alteration permitting schemes.

Ms. Fuller has helped public entities obtain new federal permits and private land owners obtain special permits from the USFS. Most recently, Ms. Fuller assisted Ms. Brenner in *Steinbeck Vineyards #1, LLC v. County Of San Luis Obispo, et al.* (2018), where she helped obtain a favorable jury verdict, establishing a prescriptive right to pump groundwater for a municipal client.

Attorney Name:	Kerry A. Fuller
Areas of Practice:	Water Law, Environmental Compliance and Permitting, Public Law
Office Location:	Sacramento, CA
Proposed Role and Services:	<p>Assistant General Counsel</p> <ul style="list-style-type: none"> • Provide legal advice, consultation, and opinions to the City and staff related to water law, lake and streambed alterations, Clean Water Act compliance, and Regional Water Quality Control Board issues; • Assist with legal services and consultation regarding water rights, land use, SGMA, regulatory permitting and compliance, and Beaumont Basin Watermaster; • Provide legal services related to the acquisition of water resources infrastructure; • Assist with negotiates on the City's behalf for SGMA and water rights and allocation issues; • Review of agreements, contracts and related documents, forms, notices, and other documents required by the City; • Attend required or requested meetings and workshops, as needed.
Years of Experience in Local Public Sector Law:	4
Legal Training:	J.D., University of California, Davis
Date of Admission to California State Bar:	12/2013

Types of Clientele:	<ul style="list-style-type: none"> • Deputy General Counsel for Georgetown Divide Public Utility District, 2015-Present; Deputy City Attorney for the City of Newman, 2015-Present; Deputy General Counsel for Reclamation District 799, 2016-Present • Assists special district clients with issues relating to the Brown Act, Ethics and Conflicts of Interest, Environmental Compliance, rate setting, water quality and water rights
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Assistant Legal Counsel: Vincent Vu

Vincent Vu provides counsel on issues related to environmental law, water law, regulatory compliance, utilities law, land use affairs, litigation, and code enforcement matters. Mr. Vu has a strong litigation background, which helps him advise clients on how to avoid litigation or, if inevitable, how to successfully prepare for litigation. He has extensive experience with code enforcement matters and utilities law, including terminating delinquent utilities accounts and prosecuting public nuisance issues. Mr. Vu also advises clients on water rights issues, helped to defend those water rights from other parties, and environmental permitting and compliance matters.

Prior to joining Churchwell White, Vu was a Criminal Prosecutor with the Los Angeles City Attorney's Office, Central Trials Unit, where he worked on hundreds of criminal misdemeanor prosecutions—handling jury trials, motions, and other proceedings on a daily basis. During this time, he gained extensive courtroom and trial experience. His criminal litigation perspective transitioned well into a municipal practice, particularly for code enforcement and other litigation matters. Since then, he has expanded his practice to include substantive water and environmental issues, with a particular focus on defending municipal clients in complex litigation matters. He has experience with environmental policy laws, including CEQA and NEPA.

Attorney Name:	Vincent Vu
Areas of Practice:	Environmental Compliance, Code Enforcement, Litigation, Water Law
Office Location	Sacramento, CA
Proposed Role and Services:	Assistant General Counsel <ul style="list-style-type: none"> • Provide legal advice, consultation, and opinions to the City regarding water rights, environmental law, and regulatory law;

	<ul style="list-style-type: none"> • Provide counsel on litigation matters as it pertains to water, environmental, and regulatory compliance issues and as requested by the City; • Help defend the City's water rights and negotiate future water rights on the City's behalf; • Review environmental documents in connection with permitting and regulatory compliance; • Attend required or requested meetings and workshops, as needed.
Years of Experience in Public Sector Law:	2
Legal Training:	J.D., University of California, Hastings College of Law
Date of Admission to the California State Bar:	12/2015
Types of Clientele:	<ul style="list-style-type: none"> • Advises special district and city clients in matters involving water law, land use, environmental compliance, project entitlements, code enforcement, and utilities law

Anticipated Hours of Service

As previously mentioned, the initial kick-off meeting between the City and our team members, would allow Ms. Brenner to better determine the City's legal needs and anticipated hours of service.

Qualifications

Key Staff

In addition to the proposed legal team, the Firm's other partners, of counsel attorneys, and associates are highly trained and qualified in a wide range of legal areas. The Firm currently consists of 18 attorneys, including eight partners, three of counsel attorneys, and seven associate attorneys. We also have one legislative advocate, one law clerk, one firm administrator, three paralegals, two legal secretaries, one billing assistant, one project assistant, one marketing coordinator, and one receptionist. Below is a list of the Firm's areas of expertise and the attorneys that practice in each area. Full resumes detailing each attorney's background and experience may be found under the "Attorney Resumes" tab of the proposal.

- Water Rights: Barbara Brenner, Robin Baral, Kerry Fuller, Vincent Vu

- Environmental and Natural Resources: Barbara Brenner, Robin Baral, Kerry Fuller, Vincent Vu
- Land Use and Eminent Domain: Barbara Brenner, Robin Baral, Kerry Fuller, Douglas White, Nubia Goldstein
- Litigation: Steve Churchwell, Barbara Brenner, Nubia Goldstein, Kimberly Horiuchi, J. Scott Miller, Vincent Vu, Elaine Won
- Administrative and Regulatory Action: Steve Churchwell, Barbara Brenner
- Employment and Labor Law, Workplace Investigations: Debra Hinshaw Vierra, Kimberly Horiuchi, Meg Wilson, Helane Seikaly

Summary of Firm's Demonstrated Capability

Churchwell White was established in 2013 by partners Steven Churchwell, Douglas White, Barbara Brenner, and Randy Pollack. After years of experience at some of the largest law firms in the country, including DLA Piper, Greenberg Traurig, and Stoel Rives, our partners set out to build a firm based on their strong desire to provide exceptional service to interesting and unique clients without the conflicts of interest often experienced at larger firms. Although the Firm has operated and assisted numerous public agencies for five years, individually, each of our partners has decades' worth of experience working with municipal clients and other California public agencies. Today, the Firm continues to represent public agency clients on a statewide level and has been recognized as a Top 20 Law Firm in the Sacramento Region. Many of our attorneys have also been recognized for particular excellence in the practice areas through publications such as Super Lawyers and Top Lawyers.

Churchwell White is distinctly qualified to provide water law related services to the City, as highlighted below:

- The Firm currently represents public agencies in nearly every aspect of water law:
 - Acquisition of water infrastructure from other entities (facilitated the City of Dixon's wind up of a joint powers authority operating the city's water infrastructure system and formation of its own municipal water department to operate that system)
 - Surface water rights (developing surface rights to Sacramento River via transfer and banking)
 - Surface storage (representing special district in permitting of new reservoir)
 - Groundwater rights (defending special district in groundwater litigation)
 - SGMA compliance (assisting special districts and cities in medium to high priority areas)

- Water quality (addressing chromium-6 compliance, and MCL's for other constituents)
 - Water transfers and banking (Strand Ranch, Semitropic, and River Arc)
- The Firm understands the City's business, from rate setting to real estate transactions to environmental compliance:
 - CEQA/NEPA (environmental consulting and EIR/EIS drafting, representing special districts to obtain state and federal approvals)
 - Permitting and Regulatory Compliance (USFS, FERC, regional and state water boards, DWR, CDFW, USFWS, NMFS, Army Corps of Engineers)
 - Real Estate (assisting with easements, purchase and sale agreements, licenses, eminent domain, and LAFCo approvals)
 - Eminent Domain (through every stage of condemnation, from preliminary negotiations, to institution of condemnation proceedings, and to the ultimate determination of just compensation through litigation and the appellate process)
- Our Sacramento location avoids conflict with Southern California agencies.
- Our proximity to the State Capitol, coupled with in-house advocacy attorneys, provides the District with better access to policymakers; and
- Our firm represent about 30 cities, water districts, and special districts throughout the State.

References

Below is a selection of special districts and cities to which the Firm has recently provided services to and which demonstrate the Firm's ability to provide the services included in this proposal. Additional references are available upon request.

Rio Linda-Elverta Community Water District

Mary Henrici, former General Manager and current Board Member

730 L Street, Rio Linda, CA 95673

Phone: (530) 386-0186

Email: MHenrici@rlecwd.com

Project Description: General Counsel services; water; environmental

Project Dates: 2014-Present

Georgetown Divide Public Utilities District

Steven Palmer, General Manager

P.O. Box 4240, Georgetown, CA 95634

Phone: (949) 412-8878

Email: luso@gd-pud.org

Project Description: General Counsel services; water; environmental

Project Dates: 2013-Present

City of Patterson

Ken Irwin, City Manager

1 Plaza, Patterson, CA 95363

Phone: (209) 895-8015

Email: kirwin@ci.patterson.ca.us

Project Description: General municipal services; litigation; land use; water; environmental

Project Dates: 2013-Present

Financial Capacity

At this time, the Firm would prefer to provide our most recent financial statement in an in-person setting or interview. Please contact us with any questions you may have regarding our financial capacity.

Administrative Proceedings, Claims, Lawsuits, and Other Exposures

Churchwell White has not been sued for conflict of interest or malpractice related issues. The Firm and its attorneys are not the subject of a complaint filed with the State Bar, nor have we received discipline imposed by the State Bar. Furthermore, all of the Firm's attorneys are licensed to practice in California and are in good standing with the California State Bar.

During Barbara Brenner's partnership with Stoel Rives, she provided general and special counsel services to the Madera Irrigation District ("Madera"). At that time, Madera was developing an aquifer storage and recovery project. Public funding was scarce and as a result, Madera elected to negotiate and enter into a private public agreement which provided funds to construct the project. Two months after entering into the agreement, Madera decided to cancel the agreement. Subsequent to the cancelation of the agreement, Madera filed an action against Stoel Rives in 2013, also naming Ms. Brenner. This allegation of failing to meet the standard of care claim is being vigorously defended by insurance defense counsel, who does not believe the case has any merit. The case is currently in protracted litigation. Please feel free to contact defense counsel, John Sullivan (Long & Levit LLP) at (415) 438-4506 for any additional information.

Fee Proposal

Please refer to the Firm's submitted Pricing Proposal Form that follows under the "Form" tab of the proposal for further pricing details.

Proposed Fee Structure and Cost

Our firm understands the challenges public agencies face in trying to balance selecting a firm that is the most qualified with the firm that is the most cost-effective.

Churchwell White combines both of these factors by implementing more cost-effective and efficient systems for delivering high quality legal services in a timely fashion and at an affordable cost. We believe the quality and depth of our experience and expertise is unmatched by any other firm, large or small.

During the interview process, our firm would welcome the opportunity to discuss a fee structure that would best suit the City's needs or alternative options such as a fixed retainer for Legal Counsel work. Below is our hourly fee structure for our public clients which reflects our discounted rates for both General and Special counsel services.

Hourly Rates

The Firm can bill straight by-the-hour for legal counsel services. Churchwell White bills at a blended rate for all legal professionals including attorneys, paralegals and law clerks. Hourly time is billed in increments of 1/10 of an hour.

For the requested scope of work, Churchwell White is proud to offer the attorney and paralegal rates listed on the completed Pricing Proposal Form, which can be found under the "Forms" tab of the proposal. Secretarial and administrative staff time is not billed. This rate is valid for a period of at least 180 days from the date of this submission.

Disclosure

The Firm's location in Sacramento minimizes the potential for conflicts of interest arising with other Riverside County agencies. Most of our clients are based in the Sacramento region, Northern California foothills, Central Coast, and the Central Valley. As such, the Firm does not anticipate the need to obtain conflict waivers from any existing clients. This separation also allows the Firm to more carefully and conscientiously select future clients based on their proximity to and potential of conflict with the City. As a mid-size firm with just under twenty attorneys, we are able

to carefully select our clients without the conflicts that our partners often experienced between various practice groups at larger firms.

Neither the Firm, nor any of its attorneys, have any past or current business or 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 to disclose. The Firm has also not represented any entity or individual with an interest adverse to the City, its City Council or staff, or any of the boards, agencies, commissions, or organizations to which the County belongs. Additionally, neither the Firm nor any of its attorneys have made any political contributions of money, in-kind services or loans to a member of the City Council. There are no other potential areas for conflicts of interest to arise, nor do we require a waiver clause to be signed in advance of employment.

Churchwell White maintains a comprehensive database on client representation. Prior to accepting any representation, the database is accessed to determine whether there are any existing conflicts. Additionally, each attorney is separately e-mailed a description of the proposed representation and asked to comment on any potential conflicts. A preliminary conflict check was conducted which indicated that there are no current conflicts with our representation of the City.

Sample Agreement

The Firm has reviewed the City's Sample Professional Services Agreement ("Agreement") and the General Insurance Requirements. We note that some of the provisions in the sample agreement may not be applicable to a legal counsel services agreement. If the City prefers to utilize its professional services agreement for this RFP, the Firm will execute said agreement with minor exceptions. Regarding insurance requirements, the Firm does not maintain commercial general liability insurance for products and completed operations. The services we provide do not encompass the delivery of products and completed operations. The Firm's current professional liability coverage for errors and omissions has a minimum limit of liability of \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate. We are willing to negotiate additional coverage as necessary. Churchwell White will provide the required insurance documents, as well as the additional insured endorsements, as specified. Furthermore, the Firm would propose to revise or draft its own clause regarding rate increases by the Consumer Price Index to better apply to the proposed scope of work.

Addenda

Addenda



ADDENDUM NO. 1
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #1 Issued October 29, 2018

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSALS as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.


RFP CLARIFICATION

RESPONSE TO ALL QUESTIONS IN RED

1. Will the City accept a bid for specific line items included in the scope of work or is it required that the successful bidder respond for all items requested in the scope of work?
 - a. Yes, the City will accept bids for specific line items. It should be noted that the City's priority project is the San Geronio Flume Conveyance project. The City will be looking specifically for strengths related to Water Rights, Property Rights, Federal Lands Use and Right-of-Way Statutes and experience in dealings with the Forest Service and the Federal Energy Regulatory Commission. Additionally, the City may consider hiring multiple firms to provide the City with services related to specific tasks.

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.

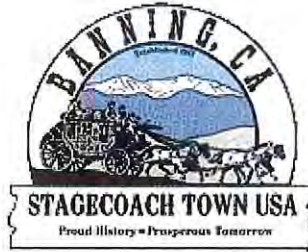
 11/2/18
 Signature Date

Barbara A. Brenner, Partner
 Typed Name and Title

Churchwell White LLP
 Company Name

1414 K Street, 3rd Floor
 Address

Sacramento CA 95814
 City State Zip



ADDENDUM NO. 2
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #2 Issued November 1, 2018

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSAL as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

RFP #19-011 Addendum# 2

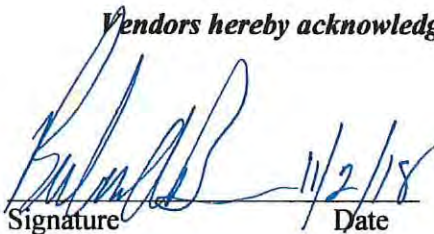
RFP CLARIFICATION

Due date has been extended.

RFQ specific information	
Date of issuance	October 5, 2018
RFQ number	19-011
Deadline for delivery of bid	Friday, November 2, 2018 10:00 a.m. Friday, November 16, 2018 by 10:00 a.m.

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.

 11/2/18
Signature Date

Barbara A. Brenner, Partner
Typed Name and Title

Churchwell White LLP
Company Name

1414 K Street, 3rd Floor
Address

Sacramento CA 95814
City State Zip

Forms

PRICING PROPOSAL FORM

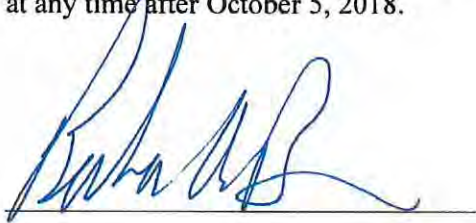
Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposers should use a separate form to state pricing for any added value. Pricing shall remain for a minimum of one (1) year. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustment shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) date for Riverside/SAN Bernardino/Ontario Area, 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.) The City is considering awarding a contract for a one-year term with the option to renew an additional four (4) single years upon satisfactory review of the provided services. Consultant shall provide a rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Job Title	Hourly Rate
Barbara A. Brenner	Partner	\$ 325.00
Kerry Fuller	Attorney	\$ 300.00
Vincent Vu	Attorney	\$ 280.00
Hannah Burcaw	Senior Paralegal (Transactional)	\$ 125.00
Alicea Norsby	Paralegal (Litigation)	\$ 125.00
		\$
		\$
		\$
		\$
		\$

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. 19-011 Retainer for Legal Counsel Services RFP at any time after October 5, 2018.



OR

I certify that Proposer or Proposer's representatives have communicated after October 5, 2018 with a City Councilmember concerning the RFP No. 19-011 Retainer for Legal Counsel Services RFP. A copy of all such communications is attached to this form for public distribution.

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.

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.

Resumes

Churchwell White^{LLP}**Barbara A. Brenner**

Partner

D 916.468.0625

barbara@churchwellwhite.com

EDUCATION

L.L.M., Pace University School of Law

J.D., University of the Pacific, McGeorge School of Law

B.A., Sonoma State University

CA Bar Admission Date:
12/1989

Bar No. 142222

Barbara A. Brenner is a partner of Churchwell White LLP with extensive experience in the areas of natural resources, environmental, land use, energy, and municipal law. Prior to joining Churchwell White, Barbara was formerly a partner at Stoel Rives LLP, practicing in their natural resources and environmental group as well as land use. As a leader of the Churchwell White team, Barbara advises public and private clients in permitting, regulatory compliance, transactional, and litigation matters involving water resources, water quality, endangered species, land use, energy, eminent domain, and general municipal matters.

In the area of water resources, Barbara has extensive experience with the protection and acquisition of water resources, water contract interpretation and negotiations, water supply planning and assessments, aquifer storage and recovery, water transfers, and water quality. Barbara's in-depth experience in water law allows her to represent water districts and other purveyors, growers, ranchers, and other rural landowners, as well as various industry clients, including those involved in the agricultural, timber, renewable energy, and land use and development sectors that are addressing California's myriad of water supply and quality challenges.

Within her natural resources practice, Barbara assists clients with the state and federal Endangered Species Acts, wetlands, land conservation permitting, and related litigation. She has assisted private and public interests with the evaluation of Habitat Conservation Plans, Natural Community Conservation Plans, Biological Opinion consultations, California Incidental Take Permits, 404 individual permits, timber harvest plans, and conservation easements.

Barbara's land use practice includes representing private land owners, developers, and public agencies in matters involving local government planning and zoning, Coastal Act permitting, CEQA and NEPA compliance, Clean Water Act compliance, land development strategy, eminent domain, and related litigation.



Kerry Fuller
Attorney

D 916.468.0620

kerry@churchwellwhite.com

EDUCATION

J.D., University of California,
Davis School of Law

B.A., University of California,
Santa Barbara

CA Bar Admission Date:
12/2013

Bar No. 292466

Kerry Fuller's exposure to California's complex water system started early. Due to her father's work as an engineer for a water agency in the San Bernardino Valley, Kerry became fascinated with the vast web of infrastructure and accompanying laws and agreements that govern California's water.

Her practice now focuses on public, water, land use, environmental, and political law. She currently serves as Deputy City Attorney to the City of Newman, Deputy General Counsel to Rio Linda-Elverta Community Water District, Georgetown Divide Public Utility District, and Reclamation District 799, as well as advises the firm's other public agency clients on a variety of matters including the Brown Act, Public Records Act, and Political Reform Act.

After graduating from the University of California, Santa Barbara with degrees in Political Science and Psychology, Kerry spent several years working in Washington D.C. for Hillary Clinton's 2008 presidential primary campaign, as well as for Defenders of Wildlife, an environmental nonprofit. It was there, encouraged by her mentors and still fascinated by California's water system, that Kerry became inspired to become a lawyer. As a result, Kerry returned to California, where she graduated from the University of California, Davis with her Juris Doctor. While in law school, Kerry worked as a law clerk at the California Attorney General's Office in the Environment, Land Law, and Natural Resources Section and continued to explore her interest in water by taking classes focusing on water law and ocean and coastal laws. She also served as an Executive Editor of UC Davis' environmental journal, *Environs*, and was selected for a Michael H. Remy Scholarship to attend the 2012 Environmental Law Conference at Yosemite.

Significant Projects and Representations:

- Assisting public clients with Sustainable Groundwater Management Act compliance
- Representing a municipal client in a quiet title action regarding groundwater rights
- Drafting a number of alerts regarding developments in the water arena

Churchwell White^{LLP}

Vincent M. Vu
Attorney

D 916.468.4578
vincent@churchwellwhite.com

EDUCATION

J.D., University of California,
Hastings College of Law

B.A., University of California,
Irvine

CA Bar Admission Date:
12/2015

Bar No. 306219

Prior to joining Churchwell White LLP, Vincent Vu was a Criminal Prosecutor with the Los Angeles City Attorney's Office, Central Trials Unit, where he worked on hundreds of criminal misdemeanor prosecutions—handling jury trials, motions, and other proceedings. During this time, he gained extensive courtroom and jury trial experience. Vincent's criminal-litigation perspective transitions well into municipal code enforcement and other litigation matters.

Vincent attended the University of California, Hastings College of the Law, where he served as the Editor-in-Chief of the Hastings West-Northwest Journal of Environmental Law and Policy. He served as Co-Chair for the 2014 California Water Law Symposium.

During law school, Vincent complemented his academic studies by working with various organizations, including: the Honorable Yvonne Gonzalez Rogers, United States District Court for the Northern District of California; Shute, Mihaly & Weinberger LLP; the Natural Resources Defense Council; the California Attorney General's Office Natural Resources Section; and the California Coastal Commission. He received his B.A. from the University of California, Irvine.

Significant Projects and Representations:

- Defended municipal and public entity clients in complex litigation matters from inception, to trial, and on appeal

Professional Honors and Activities:

- Executive Committee, Environmental Law Section, Los Angeles County Bar Association (2016)

Articles

- Student case summary for the ABA Water Resources Committee: *Habitat and Watershed Caretakers v. City of Santa Cruz et al.*, 213 Cal. App. 4th 1277 (2013), discussing CEQA EIR requirements
- *Is the Bay Delta Conservation Plan Adequately Funded?*, 21 Hastings W.-N.W. J. Env'tl. L. & Pol'y 163 (2015)



Proposal to Provide Retainer for Legal Counsel Services – City of Banning

November 16, 2018

Vendor Cover Letter

November 16, 2018

Jorge Uribe, Buyer
City of Banning
99 East Ramsey Street
Banning, CA 92220

Re: *Proposal to Provide Retainer Legal Counsel Services*

Dear Mr. Uribe:

On behalf of Churchwell White LLP ("Firm" or "Churchwell White"), I am pleased to submit our Proposal to Provide Retainer Legal Counsel Services to the City of Banning ("City"). Our Firm is uniquely qualified in water rights, environmental, regulatory compliance and land use matters. The contact information for the Firm, as well as the primary contact authorized to negotiate on behalf of and contractually bind the Firm, as well as to whom all questions and clarifications should be directed, is below:

Firm Name:

Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
Phone: 916.468.0950
Website: churchwellwhite.com

Primary Contact:

Barbara A. Brenner, Partner
1414 K Street, 3rd Floor
Sacramento, CA 95814
Direct: 916.468.0625
Email: barbara@churchwellwhite.com

Churchwell White has deep roots in California, representing many special districts and public agencies throughout the state. Located within a block of the state capitol in Sacramento, our attorneys and legislative advocates are dedicated to providing advice and expertise at the highest levels of law and policy. The Firm's attorneys have achieved extraordinary results by proactively solving the issues facing our clients with a diligent work ethic. Our partners have years of experience at some of the largest law firms in the country, including DLA Piper, Greenberg Traurig, and Stoel Rives.

We understand the City is facing significant water supply challenges; the solution to which involves consideration of both surface and groundwater supplies. Our natural resources and land use experience provides the proper legal expertise to assist the City in developing solutions to the water demand needs. Barbara Brenner is a well-known figure in the water law community, with over 25 years of experience. Ms. Brenner leads our water rights and environmental practices.

City of Banning
November 16, 2018
Page 2 of 2

The long-term viability of the clients we serve is paramount to us. Accordingly, we help clients develop long-range management plans to ensure that they have the water needed to remain viable and that they meet obligations under state and federal laws, including the California Water Code, the Clean Water Act, the Sustainable Groundwater Management Act, and state and federal environmental laws. Such efforts include water transfers, acquiring and protecting water rights, and regional planning. In addition, water users in California face challenges beyond the acquisition of water rights, such as meeting the demands of constantly changing environmental regulations. Churchwell White assists small and large water purveyors meet these permitting, regulatory, and long-term planning challenges.

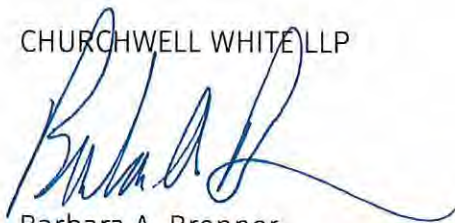
Our water law and land use practices include each legal specialty specified in the Request for Proposals ("RFP"). We have evaluated the City's needs based on the requested qualifications set forth in the RFP and are confident in our ability to execute all of the legal services to the highest ability and quality specified by the City. We believe that experienced legal counsel and comprehensive service play an integral role in facilitating and ensuring that the City is able to accomplish its water and land use goals within the complex framework of federal, state, and local laws and regulations. Our approach to tackling the array of challenges a public agency may face is to maintain an active and cooperative relationship with staff, the City Attorney, City Manager, and City Council. This active level of involvement and candid communication regarding the strategy and management of the City's legal affairs leads to optimal results.

The following proposal outlines the experience and qualifications of not only the Firm, but also the proposed legal team. Our team is committed to satisfactorily assisting the City solve its water supply challenges. Should you have any questions, please do not hesitate to contact me directly. Thank you for your consideration.

This proposal is a firm and irrevocable offer for 180 days.

Best regards,

CHURCHWELL WHITE LLP



Barbara A. Brenner
Partner
BAB/cec

**Proposal to Provide Retainer
for Legal Counsel Services**

Background and Project Summary

We have evaluated the City of Banning's ("City") needs based on the Scope of Work set forth in the Request for Proposals ("RFP") and have no exceptions to the services listed. We understand the scope of services to include, but not be limited to, the following:

- Provide advice to City staff on matters of law, including but not limited to water rights.
- Attend City Council meetings on an as-needed basis. Regular meetings are held on the 2nd and 4th Tuesday of each month beginning at 5:00 pm.
- Attend other meetings such as Committee meetings requested by the Public Works Director.
- Research and interpret laws, court decisions and other authorities in order to prepare legal opinions to advise the Public Works Director and City staff on legal matters pertaining to City interests.
- Provide legal assistance and consultation to the Public Work Director or designee as requested on matters of property acquisitions, eminent domain, property rights and property management, encroachment, lease agreements and easements.
- Legal services and specialties shall be required that address California Department of Fish and Wildlife (lack and streambed alterations), US Army Corps of Engineers (Clean Water Act Section 404), and Regional Water Quality Control Board (Clean Water Act Section 401).
- Provide Water Law legal services that addresses future legal agreement needs between the City and Banning Heights Mutual Water Company regarding surface and ground water allocations.
- Provide legal services pertaining to land use issues, including, but not limited to, property acquisitions, easements, public improvements, dedications and rights of way.
- Legal services related to the Sustainable Groundwater Management Act ("SGMA").
- Provide legal services related to the transfer of the San Geronio Flume Conveyance System, provide consultation in dealing with the National Forest Service (e.g. land use, FLPMA, etc.), provide consultation in dealing with the Federal Energy Regulatory Commission.
- Provide legal services pertaining to the Beaumont Basis Wastermaster.
- Provide legal services for regulatory permitting.

Methodology

Implementation Plan

Transference of Institutional Knowledge

One of the first steps that we take with a new client is to arrange an initial “kick-off” meeting between our team and the City. This would include the proposed legal team and any other relevant attorneys or legal staff who may assist the City during our representation, as well as the City Manager, City Attorney, and other City staff. This meeting will discuss our firm’s processes, the City’s goals and expectations, and any ongoing legal issues. This meeting helps us to better understand the City’s needs and goals, while giving the City an opportunity to familiarize itself with our Firm. We do not bill for this meeting.

Legal Needs and Issue Prioritization

Ms. Brenner will work closely with the City to provide legal counsel specialty services as it relates to the City’s flume project, protecting its water rights, negotiations related to the Sustainable Groundwater Management Act, and other matters as requested by the City. We understand the City’s needs to protect its water rights, infrastructure, land uses, and other interests. These complex issues require tactful guidance. Ms. Brenner is well versed providing such guidance to public entities.

The Firm prioritizes work based on need and demands. Ms. Brenner will use her expertise to assign work to the appropriate attorney or staff member to complete projects for the City. The Firm also utilizes several tasks and file management systems to efficiently monitor project progress to completion. We also have our own server, so attorneys can easily and securely access these systems while out of the office. If an issue requires immediate attention, we will make every effort to meet that demand. For all our work, we strive to deliver timely results while maintaining a balance between expectations and costs.

Legal Resource Coordination

Churchwell White is well positioned to advise public clients on a wide range of issues. Ms. Brenner has extensive experience in water law, land use and planning, public law, environmental law, and natural resources law. If an issue arises that is outside of Ms. Brenner’s specialty, often one of the other attorneys in our firm is knowledgeable and has the expertise to handle such issues. By utilizing other attorneys at our firm, we can reduce costs and ensure the quality of work remains to our standards. Throughout this process, we would keep the City informed of any additional attorney assignments, to ensure that the City is comfortable with the assignment.

Client Satisfaction

We believe we are an extension of the City and, therefore, are committed to being readily accessible to the City Council, City Manager, City Attorney, and staff. We have found that the primary method of ensuring client satisfaction is keeping an open line of communication between our attorneys and our clients. Our attorneys are equipped with cell phones, laptops, and remote access to our server. Not only does this allow them to work on the go, but also allows them to remain accessible to clients, even when out of the office.

As part of our effort to ensure client satisfaction, Churchwell White also provides several complimentary services. For example, our legislative advocacy team is committed to staying at the forefront of legal developments, including pending and newly adopted legislation and regulations that directly affect our clients. We regularly send out complimentary e-alerts to clients on a variety of relevant topics, including new and ongoing legislation, court rulings, and weekly updates from the Capitol.

Project Schedule

We prefer to meet with the City Manager, City Attorney, and City staff for the “kick-off” meeting within the first month we become counsel. This meeting will lay the foundation for the specific needs and goals of the City and how our Firm can assist with those needs and goals. From there, Ms. Brenner can assess a realistic schedule for completing specific projects and assignments. Our Firm is large enough to easily absorb additional service needs from the City, while still small enough to maintain competitive rates. In general, the types of projects within the City’s scope of work take about 2-4 years to complete. However, the City’s flume project and water rights are complicated matters and each project will have to be individually assessed to determine specific project schedules.

Specific Tasks Required from the City

To provide the requested Legal Counsel services, the City will need to provide us with the appropriate background, information, and documentation relevant to the City’s current issues and long-term goals. Cooperation and coordination between the City and our Firm is vital to ensure that the appropriate legal services are provided in an efficient and cost-effective manner.

Another key element to meeting client expectations is receiving meaningful feedback. To solicit and track comments from all interested stakeholders, we use file management and email systems to track documents and communications with clients.

Churchwell White currently uses Worldox as its primary file management system. Worldox allows our attorneys and legal staff to accurately track document creation, ownership and changes, as well as incorporates state-of-the-art review systems. The Firm can provide files electronically or via mail. Clients can upload and download documents and files of all types and sizes through the Firm's secure client portal.

Innovative Approaches

Capitol Lobbying Services

Churchwell White stands out from the rest by providing in-house legislative and governmental affairs services for our municipal clients. Our governmental affairs and lobbying attorneys are well respected for their effective approach at getting the job done. Randy Pollack, one of the Firm's partners, has over 25 years of experience working in and around the State Capitol as a legislative advocate. As a former chief consultant and chief of staff to an Assembly Member, Mr. Pollack has well established relationships with legislators and staff of both parties, which are instrumental in laying a foundation for effective representation for our clients. The Firm offers lobbying registration and basic lobbying services for no additional charge. These services include bill monitoring and providing each of our clients a Legislative Update booklet and custom trainings at the end of the year. These services have proven useful to other clients, such as when we helped pass legislation to amend the Public Records Act to keep sensitive financial information exempt from disclosure.

Institutional Knowledge Continuity

As an integral piece of Churchwell White's approach, our legal counsel services are primarily provided by a partner and assisted by one to two other dedicated attorneys. This approach ensures that we provide our clients with more rapid response time, varied expertise developed by our diversified legal practitioners, disbursement of client institutional knowledge, and inherit continuity in our provision of legal services. Our firm's low turnover rate ensures that the attorneys assigned to the City will retain the institutional knowledge to effectively meet its needs.

Use of City Facilities or Property

The Firm does not propose to use any City owned facilities or property at this time. While attending meetings, the Firm would request access to the City's internet to utilize our own remote file management and sharing systems. Through our remote access terminal, all of our attorneys are able to access the Firm's own server, files, and systems. By staying connected, our attorneys can minimize use of City facilities and properties while continuing to provide the same level of service on the go.

Staffing

Our Firm is committed to proposing the most qualified attorney(s) to meet the needs of each client. In line with that commitment, the Firm proposes Barbara A. Brenner to lead the City's legal team. As Legal Counsel, Ms. Brenner would have day-to-day responsibility to the City and staff, supervise all provided legal services, and ensure that the most qualified attorneys are responding to the City's needs. The Firm also proposes Kerry Fuller and Vincent Vu to assist Ms. Brenner to meet the City's needs. Our proposed legal team has extensive experience representing municipalities and special districts, with particular experience in representing public water purveyors. Resumes for our team are included under the "Resumes" tab of the proposal.

Primary Legal Counsel: Barbara A. Brenner

Barbara A. Brenner has developed a highly sophisticated environmental law practice, particularly in the areas of water, eminent domain, land use, energy and environmental law, special district representation, project entitlements, and regulatory compliance for both state and federal matters. She has over 20 years' worth of experience representing California special districts that provide agricultural and urban water, wastewater treatment, storm drainage and other services. Ms. Brenner has special insights into the unique needs of the water community, which includes experience working as special counsel to the judge for the Chino Basin adjudication. Most recently, she secured a favorable jury verdict in a water rights challenge involving multiple plaintiffs and defendants, establishing a prescriptive right to pump groundwater for a municipal client.

Ms. Brenner's water law practice includes permitting of surface water rights, assessing and defending groundwater pumping rights and conjunctive use projects, litigation to protect and acquire water resources, state and federal water contract interpretation and negotiation, and review of pending legislation. Her experience includes working with the United States Forest Service ("USFS") to obtain permits and applications, Federal Energy Regulatory Commission on permitting matters, Department of Water Resources on State Water Project matters, and with the U.S. Bureau of Reclamation on Central Valley Project matters. She works regularly with public and private clients to secure water resources permits for new water rights, process change petitions, license existing rights, negotiate short-term and long-term water transfers, implement conjunctive use programs, and manage long-term water supply planning. Ms. Brenner has assisted special water districts on regulatory compliance and permitting matters for an irrigation canal on federal land. Ms. Brenner also has extensive experience in eminent domain matters, having guided numerous parties through the process to

obtain a fair deal. Through these experiences, Ms. Brenner has developed strong relations with environmental consulting firms, engineering firms, and appraisers.

Ms. Brenner is an active member of the Association of California Water Agencies (“ACWA”), where she serves as a member of the Legal and Legislative Committees.

Ms. Brenner has successfully represented public and private clients in litigation. A few examples of her recent court successes include:

- *Steinbeck Vineyards #1, LLC v. County Of San Luis Obispo, et al.* (2018), in a case where hundreds of plaintiffs sued five municipal and local water purveyors, Ms. Brenner successfully defended her client in this quiet title to groundwater by establishing a prescriptive right to pump groundwater.
- *RFP v. SSWD*, in which she successfully defended a private company’s pre-1914 water rights against the reallocation of those rights by the Scott and Shasta Valley Watermaster.
- *Mount Shasta Bioregional Ecology Center v. County of Siskiyou* (210 Cal. App. 4th 184), where she successfully defended CEQA approvals for a co-generation plant, with costs awarded on appeal.

Attorney Name:	Barbara A. Brenner
Areas of Practice:	Water Law, Land Use and Planning, Eminent Domain, Environmental Law & Natural Resources
Office Location	Sacramento, CA
Proposed Role and Services:	<p>Legal Counsel</p> <ul style="list-style-type: none"> • Provide general legal advice, consultation, and opinions to the City regarding its flume project, water rights, SGMA, state and federal land use laws, and water and environmental compliance issues; • Provide legal services related to the acquisition of water resources infrastructure; • Assist the City on federal regulatory permitting and compliance issues with USFS and FERC; • Negotiate on the City’s behalf on matters pertaining to SGMA and water rights and allocations; • Provide legal assistance and consultation to the City as requested on matters of eminent domain, real estate transactions, property rights, land use affairs;

environmental permitting process. Her experience includes advising public water purveyors on compliance with the SGMA, through both cooperative agreements and independent GSA formation, as well as litigation involving groundwater rights. She has also assisted in the successful defense of a private timber company in a Clean Water Act citizen suit and has been involved in several projects that require environmental review under CEQA and the 401, 404, and streambed alteration permitting schemes.

Ms. Fuller has helped public entities obtain new federal permits and private land owners obtain special permits from the USFS. Most recently, Ms. Fuller assisted Ms. Brenner in *Steinbeck Vineyards #1, LLC v. County Of San Luis Obispo, et al.* (2018), where she helped obtain a favorable jury verdict, establishing a prescriptive right to pump groundwater for a municipal client.

Attorney Name:	Kerry A. Fuller
Areas of Practice:	Water Law, Environmental Compliance and Permitting, Public Law
Office Location:	Sacramento, CA
Proposed Role and Services:	<p>Assistant General Counsel</p> <ul style="list-style-type: none"> • Provide legal advice, consultation, and opinions to the City and staff related to water law, lake and streambed alterations, Clean Water Act compliance, and Regional Water Quality Control Board issues; • Assist with legal services and consultation regarding water rights, land use, SGMA, regulatory permitting and compliance, and Beaumont Basin Watermaster; • Provide legal services related to the acquisition of water resources infrastructure; • Assist with negotiates on the City's behalf for SGMA and water rights and allocation issues; • Review of agreements, contracts and related documents, forms, notices, and other documents required by the City; • Attend required or requested meetings and workshops, as needed.
Years of Experience in Local Public Sector Law:	4
Legal Training:	J.D., University of California, Davis
Date of Admission to California State Bar:	12/2013

	<ul style="list-style-type: none"> • Provide counsel pertaining to future water needs, including surface and groundwater allocations, regulatory permitting, Beaumont Basin Watermaster, and other regulatory agencies; • Review environmental documents in connection with permitting and regulatory compliance; • Assist the City with bond issuances, impact fee updates and other finance mechanisms; and • Attend required City Council meetings and requested committee meetings.
Years of Experience in Public Sector Law:	27
Legal Training:	J.D., McGeorge School of Law, 1989 L.L.M., Pace University School of Law, 1993
Date of Admission to the California State Bar:	12/1989
Types of Clientele:	<ul style="list-style-type: none"> • General Counsel for Georgetown Divide Public Utility District, 2013-Present; General Counsel for Rio Linda/Elverta Community Water District, 2014-Present; General Counsel for Grizzly Flats Community Services District, 2014-Present; General Counsel for Reclamation District 799, 2016-Present; General Counsel for the North Yuba Water District, 2017-present • Special Counsel to Merced Irrigation District, Nevada Irrigation District, and to cities of Ceres, Dixon, Oakdale, Patterson, Riverbank, and San Bruno • Represents private companies and landowners in water and environmental matters, such as Crystal Geyser Water Company, Collins Pine Company, Roseburg Forest Products, and Marble Mountain Guest Ranch

Assistant Legal Counsel: Kerry Fuller

Kerry Fuller provides clients advice on issues related to water law and environmental compliance, as well as municipal and special district law, including the regulatory permitting and compliance, land acquisition, and infrastructure development. Ms. Fuller's water law and environmental compliance practice involves advising both public and private clients on matters relating to water rights, water quality, and the

Types of Clientele:	<ul style="list-style-type: none"> • Deputy General Counsel for Georgetown Divide Public Utility District, 2015-Present; Deputy City Attorney for the City of Newman, 2015-Present; Deputy General Counsel for Reclamation District 799, 2016-Present • Assists special district clients with issues relating to the Brown Act, Ethics and Conflicts of Interest, Environmental Compliance, rate setting, water quality and water rights
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Assistant Legal Counsel: Vincent Vu

Vincent Vu provides counsel on issues related to environmental law, water law, regulatory compliance, utilities law, land use affairs, litigation, and code enforcement matters. Mr. Vu has a strong litigation background, which helps him advise clients on how to avoid litigation or, if inevitable, how to successfully prepare for litigation. He has extensive experience with code enforcement matters and utilities law, including terminating delinquent utilities accounts and prosecuting public nuisance issues. Mr. Vu also advises clients on water rights issues, helped to defend those water rights from other parties, and environmental permitting and compliance matters.

Prior to joining Churchwell White, Vu was a Criminal Prosecutor with the Los Angeles City Attorney's Office, Central Trials Unit, where he worked on hundreds of criminal misdemeanor prosecutions—handling jury trials, motions, and other proceedings on a daily basis. During this time, he gained extensive courtroom and trial experience. His criminal litigation perspective transitioned well into a municipal practice, particularly for code enforcement and other litigation matters. Since then, he has expanded his practice to include substantive water and environmental issues, with a particular focus on defending municipal clients in complex litigation matters. He has experience with environmental policy laws, including CEQA and NEPA.

Attorney Name:	Vincent Vu
Areas of Practice:	Environmental Compliance, Code Enforcement, Litigation, Water Law
Office Location	Sacramento, CA
Proposed Role and Services:	Assistant General Counsel <ul style="list-style-type: none"> • Provide legal advice, consultation, and opinions to the City regarding water rights, environmental law, and regulatory law;

	<ul style="list-style-type: none"> • Provide counsel on litigation matters as it pertains to water, environmental, and regulatory compliance issues and as requested by the City; • Help defend the City's water rights and negotiate future water rights on the City's behalf; • Review environmental documents in connection with permitting and regulatory compliance; • Attend required or requested meetings and workshops, as needed.
Years of Experience in Public Sector Law:	2
Legal Training:	J.D., University of California, Hastings College of Law
Date of Admission to the California State Bar:	12/2015
Types of Clientele:	<ul style="list-style-type: none"> • Advises special district and city clients in matters involving water law, land use, environmental compliance, project entitlements, code enforcement, and utilities law

Anticipated Hours of Service

As previously mentioned, the initial kick-off meeting between the City and our team members, would allow Ms. Brenner to better determine the City's legal needs and anticipated hours of service.

Qualifications

Key Staff

In addition to the proposed legal team, the Firm's other partners, of counsel attorneys, and associates are highly trained and qualified in a wide range of legal areas. The Firm currently consists of 18 attorneys, including eight partners, three of counsel attorneys, and seven associate attorneys. We also have one legislative advocate, one law clerk, one firm administrator, three paralegals, two legal secretaries, one billing assistant, one project assistant, one marketing coordinator, and one receptionist. Below is a list of the Firm's areas of expertise and the attorneys that practice in each area. Full resumes detailing each attorney's background and experience may be found under the "Attorney Resumes" tab of the proposal.

- Water Rights: Barbara Brenner, Robin Baral, Kerry Fuller, Vincent Vu

- Environmental and Natural Resources: Barbara Brenner, Robin Baral, Kerry Fuller, Vincent Vu
- Land Use and Eminent Domain: Barbara Brenner, Robin Baral, Kerry Fuller, Douglas White, Nubia Goldstein
- Litigation: Steve Churchwell, Barbara Brenner, Nubia Goldstein, Kimberly Horiuchi, J. Scott Miller, Vincent Vu, Elaine Won
- Administrative and Regulatory Action: Steve Churchwell, Barbara Brenner
- Employment and Labor Law, Workplace Investigations: Debra Hinshaw Vierra, Kimberly Horiuchi, Meg Wilson, Helane Seikaly

Summary of Firm's Demonstrated Capability

Churchwell White was established in 2013 by partners Steven Churchwell, Douglas White, Barbara Brenner, and Randy Pollack. After years of experience at some of the largest law firms in the country, including DLA Piper, Greenberg Traurig, and Stoel Rives, our partners set out to build a firm based on their strong desire to provide exceptional service to interesting and unique clients without the conflicts of interest often experienced at larger firms. Although the Firm has operated and assisted numerous public agencies for five years, individually, each of our partners has decades' worth of experience working with municipal clients and other California public agencies. Today, the Firm continues to represent public agency clients on a statewide level and has been recognized as a Top 20 Law Firm in the Sacramento Region. Many of our attorneys have also been recognized for particular excellence in the practice areas through publications such as Super Lawyers and Top Lawyers.

Churchwell White is distinctly qualified to provide water law related services to the City, as highlighted below:

- The Firm currently represents public agencies in nearly every aspect of water law:
 - Acquisition of water infrastructure from other entities (facilitated the City of Dixon's wind up of a joint powers authority operating the city's water infrastructure system and formation of its own municipal water department to operate that system)
 - Surface water rights (developing surface rights to Sacramento River via transfer and banking)
 - Surface storage (representing special district in permitting of new reservoir)
 - Groundwater rights (defending special district in groundwater litigation)
 - SGMA compliance (assisting special districts and cities in medium to high priority areas)

- Water quality (addressing chromium-6 compliance, and MCL's for other constituents)
 - Water transfers and banking (Strand Ranch, Semitropic, and River Arc)
- The Firm understands the City's business, from rate setting to real estate transactions to environmental compliance:
 - CEQA/NEPA (environmental consulting and EIR/EIS drafting, representing special districts to obtain state and federal approvals)
 - Permitting and Regulatory Compliance (USFS, FERC, regional and state water boards, DWR, CDFW, USFWS, NMFS, Army Corps of Engineers)
 - Real Estate (assisting with easements, purchase and sale agreements, licenses, eminent domain, and LAFCo approvals)
 - Eminent Domain (through every stage of condemnation, from preliminary negotiations, to institution of condemnation proceedings, and to the ultimate determination of just compensation through litigation and the appellate process)
- Our Sacramento location avoids conflict with Southern California agencies.
- Our proximity to the State Capitol, coupled with in-house advocacy attorneys, provides the District with better access to policymakers; and
- Our firm represent about 30 cities, water districts, and special districts throughout the State.

References

Below is a selection of special districts and cities to which the Firm has recently provided services to and which demonstrate the Firm's ability to provide the services included in this proposal. Additional references are available upon request.

Rio Linda-Elverta Community Water District

Mary Henrici, former General Manager and current Board Member

730 L Street, Rio Linda, CA 95673

Phone: (530) 386-0186

Email: MHenrici@rlcawd.com

Project Description: General Counsel services; water; environmental

Project Dates: 2014-Present

Georgetown Divide Public Utilities District

Steven Palmer, General Manager

P.O. Box 4240, Georgetown, CA 95634

Phone: (949) 412-8878

Email: luso@gd-pud.org

Project Description: General Counsel services; water; environmental

Project Dates: 2013-Present

City of Patterson

Ken Irwin, City Manager

1 Plaza, Patterson, CA 95363

Phone: (209) 895-8015

Email: kirwin@ci.patterson.ca.us

Project Description: General municipal services; litigation; land use; water; environmental

Project Dates: 2013-Present

Financial Capacity

At this time, the Firm would prefer to provide our most recent financial statement in an in-person setting or interview. Please contact us with any questions you may have regarding our financial capacity.

Administrative Proceedings, Claims, Lawsuits, and Other Exposures

Churchwell White has not been sued for conflict of interest or malpractice related issues. The Firm and its attorneys are not the subject of a complaint filed with the State Bar, nor have we received discipline imposed by the State Bar. Furthermore, all of the Firm's attorneys are licensed to practice in California and are in good standing with the California State Bar.

During Barbara Brenner's partnership with Stoel Rives, she provided general and special counsel services to the Madera Irrigation District ("Madera"). At that time, Madera was developing an aquifer storage and recovery project. Public funding was scarce and as a result, Madera elected to negotiate and enter into a private public agreement which provided funds to construct the project. Two months after entering into the agreement, Madera decided to cancel the agreement. Subsequent to the cancelation of the agreement, Madera filed an action against Stoel Rives in 2013, also naming Ms. Brenner. This allegation of failing to meet the standard of care claim is being vigorously defended by insurance defense counsel, who does not believe the case has any merit. The case is currently in protracted litigation. Please feel free to contact defense counsel, John Sullivan (Long & Levitt LLP) at (415) 438-4506 for any additional information.

Fee Proposal

Please refer to the Firm's submitted Pricing Proposal Form that follows under the "Form" tab of the proposal for further pricing details.

Proposed Fee Structure and Cost

Our firm understands the challenges public agencies face in trying to balance selecting a firm that is the most qualified with the firm that is the most cost-effective. Churchwell White combines both of these factors by implementing more cost-effective and efficient systems for delivering high quality legal services in a timely fashion and at an affordable cost. We believe the quality and depth of our experience and expertise is unmatched by any other firm, large or small.

During the interview process, our firm would welcome the opportunity to discuss a fee structure that would best suit the City's needs or alternative options such as a fixed retainer for Legal Counsel work. Below is our hourly fee structure for our public clients which reflects our discounted rates for both General and Special counsel services.

Hourly Rates

The Firm can bill straight by-the-hour for legal counsel services. Churchwell White bills at a blended rate for all legal professionals including attorneys, paralegals and law clerks. Hourly time is billed in increments of 1/10 of an hour.

For the requested scope of work, Churchwell White is proud to offer the attorney and paralegal rates listed on the completed Pricing Proposal Form, which can be found under the "Forms" tab of the proposal. Secretarial and administrative staff time is not billed. This rate is valid for a period of at least 180 days from the date of this submission.

Disclosure

The Firm's location in Sacramento minimizes the potential for conflicts of interest arising with other Riverside County agencies. Most of our clients are based in the Sacramento region, Northern California foothills, Central Coast, and the Central Valley. As such, the Firm does not anticipate the need to obtain conflict waivers from any existing clients. This separation also allows the Firm to more carefully and conscientiously select future clients based on their proximity to and potential of conflict with the City. As a mid-size firm with just under twenty attorneys, we are able

to carefully select our clients without the conflicts that our partners often experienced between various practice groups at larger firms.

Neither the Firm, nor any of its attorneys, have any past or current business or 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 to disclose. The Firm has also not represented any entity or individual with an interest adverse to the City, its City Council or staff, or any of the boards, agencies, commissions, or organizations to which the County belongs. Additionally, neither the Firm nor any of its attorneys have made any political contributions of money, in-kind services or loans to a member of the City Council. There are no other potential areas for conflicts of interest to arise, nor do we require a waiver clause to be signed in advance of employment.

Churchwell White maintains a comprehensive database on client representation. Prior to accepting any representation, the database is accessed to determine whether there are any existing conflicts. Additionally, each attorney is separately e-mailed a description of the proposed representation and asked to comment on any potential conflicts. A preliminary conflict check was conducted which indicated that there are no current conflicts with our representation of the City.

Sample Agreement

The Firm has reviewed the City's Sample Professional Services Agreement ("Agreement") and the General Insurance Requirements. We note that some of the provisions in the sample agreement may not be applicable to a legal counsel services agreement. If the City prefers to utilize its professional services agreement for this RFP, the Firm will execute said agreement with minor exceptions. Regarding insurance requirements, the Firm does not maintain commercial general liability insurance for products and completed operations. The services we provide do not encompass the delivery of products and completed operations. The Firm's current professional liability coverage for errors and omissions has a minimum limit of liability of \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate. We are willing to negotiate additional coverage as necessary. Churchwell White will provide the required insurance documents, as well as the additional insured endorsements, as specified. Furthermore, the Firm would propose to revise or draft its own clause regarding rate increases by the Consumer Price Index to better apply to the proposed scope of work.

Addenda

Addenda



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL**

**FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING**

RFP Released on October 5, 2018

Addendum #1 Issued October 29, 2018

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSALS as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.



RFP CLARIFICATION

RESPONSE TO ALL QUESTIONS IN RED

1. Will the City accept a bid for specific line items included in the scope of work or is it required that the successful bidder respond for all items requested in the scope of work?
 - a. Yes, the City will accept bids for specific line items. It should be noted that the City's priority project is the San Gorgonio Flume Conveyance project. The City will be looking specifically for strengths related to Water Rights, Property Rights, Federal Lands Use and Right-of-Way Statutes and experience in dealings with the Forest Service and the Federal Energy Regulatory Commission. Additionally, the City may consider hiring multiple firms to provide the City with services related to specific tasks.

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.

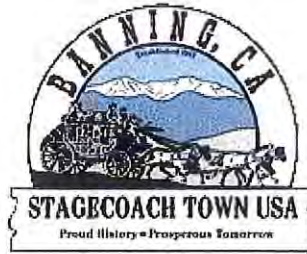


 Signature Date

Barbara A. Brenner, Partner
 Typed Name and Title

Churchwell White LLP
 Company Name

1414 K Street, 3rd Floor
 Address

Sacramento CA 95814
 City State Zip



ADDENDUM NO. 2
REQUEST FOR PROPOSAL

FOR
PROJECT RETAINER FOR LEGAL COUNSEL SERVICES
RFP No. 19-011
PUBLIC WORKS
CITY OF BANNING

RFP Released on October 5, 2018

Addendum #2 Issued November 1, 2018

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your bid. Addendum must also be acknowledged on PlanetBids. This addendum is hereby made part of the referenced REQUEST FOR PROPOSAL as though fully set forth therein.

Any questions regarding this addendum should be submitted online through Planet Bids.

RFP #19-011 Addendum# 2

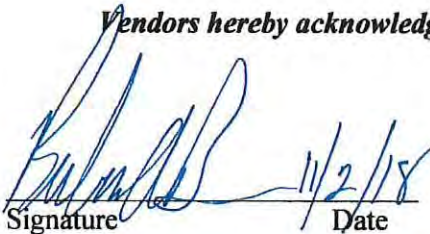
RFP CLARIFICATION

Due date has been extended.

RFQ specific information	
Date of issuance	October 5, 2018
RFQ number	19-011
Deadline for delivery of bid	Friday, November 2, 2018 10:00 a.m. Friday, November 16, 2018 by 10:00 a.m.

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.


 Signature _____ Date 11/2/18

Barbara A. Brenner, Partner
 Typed Name and Title

Churchwell White LLP
 Company Name

1414 K Street, 3rd Floor
 Address

Sacramento CA 95814
 City State Zip

Forms

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposers should use a separate form to state pricing for any added value. Pricing shall remain for a minimum of one (1) year. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustment shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) date for Riverside/SAN Bernardino/Ontario Area, 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.) The City is considering awarding a contract for a one-year term with the option to renew an additional four (4) single years upon satisfactory review of the provided services. Consultant shall provide a rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Job Title	Hourly Rate
Barbara A. Brenner	Partner	\$ 325.00
Kerry Fuller	Attorney	\$ 300.00
Vincent Vu	Attorney	\$ 280.00
Hannah Burcaw	Senior Paralegal (Transactional)	\$ 125.00
Alicea Norsby	Paralegal (Litigation)	\$ 125.00
		\$
		\$
		\$
		\$
		\$

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. 19-011 Retainer for Legal Counsel Services RFP at any time after October 5, 2018.



OR

I certify that Proposer or Proposer's representatives have communicated after October 5, 2018 with a City Councilmember concerning the RFP No. 19-011 Retainer for Legal Counsel Services RFP. A copy of all such communications is attached to this form for public distribution.

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.

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.

Resumes

Churchwell White^{LLP}



Barbara A. Brenner

Partner

D 916.468.0625

barbara@churchwellwhite.com

EDUCATION

L.L.M., Pace University School of Law

J.D., University of the Pacific, McGeorge School of Law

B.A., Sonoma State University

CA Bar Admission Date:
12/1989

Bar No. 142222

Barbara A. Brenner is a partner of Churchwell White LLP with extensive experience in the areas of natural resources, environmental, land use, energy, and municipal law. Prior to joining Churchwell White, Barbara was formerly a partner at Stoel Rives LLP, practicing in their natural resources and environmental group as well as land use. As a leader of the Churchwell White team, Barbara advises public and private clients in permitting, regulatory compliance, transactional, and litigation matters involving water resources, water quality, endangered species, land use, energy, eminent domain, and general municipal matters.

In the area of water resources, Barbara has extensive experience with the protection and acquisition of water resources, water contract interpretation and negotiations, water supply planning and assessments, aquifer storage and recovery, water transfers, and water quality. Barbara's in-depth experience in water law allows her to represent water districts and other purveyors, growers, ranchers, and other rural landowners, as well as various industry clients, including those involved in the agricultural, timber, renewable energy, and land use and development sectors that are addressing California's myriad of water supply and quality challenges.

Within her natural resources practice, Barbara assists clients with the state and federal Endangered Species Acts, wetlands, land conservation permitting, and related litigation. She has assisted private and public interests with the evaluation of Habitat Conservation Plans, Natural Community Conservation Plans, Biological Opinion consultations, California Incidental Take Permits, 404 individual permits, timber harvest plans, and conservation easements.

Barbara's land use practice includes representing private land owners, developers, and public agencies in matters involving local government planning and zoning, Coastal Act permitting, CEQA and NEPA compliance, Clean Water Act compliance, land development strategy, eminent domain, and related litigation.



Kerry Fuller
Attorney

D 916.468.0620

kerry@churchwellwhite.com

EDUCATION

J.D., University of California,
Davis School of Law

B.A., University of California,
Santa Barbara

CA Bar Admission Date:
12/2013

Bar No. 292466

Kerry Fuller's exposure to California's complex water system started early. Due to her father's work as an engineer for a water agency in the San Bernardino Valley, Kerry became fascinated with the vast web of infrastructure and accompanying laws and agreements that govern California's water.

Her practice now focuses on public, water, land use, environmental, and political law. She currently serves as Deputy City Attorney to the City of Newman, Deputy General Counsel to Rio Linda-Elverta Community Water District, Georgetown Divide Public Utility District, and Reclamation District 799, as well as advises the firm's other public agency clients on a variety of matters including the Brown Act, Public Records Act, and Political Reform Act.

After graduating from the University of California, Santa Barbara with degrees in Political Science and Psychology, Kerry spent several years working in Washington D.C. for Hillary Clinton's 2008 presidential primary campaign, as well as for Defenders of Wildlife, an environmental nonprofit. It was there, encouraged by her mentors and still fascinated by California's water system, that Kerry became inspired to become a lawyer. As a result, Kerry returned to California, where she graduated from the University of California, Davis with her Juris Doctor. While in law school, Kerry worked as a law clerk at the California Attorney General's Office in the Environment, Land Law, and Natural Resources Section and continued to explore her interest in water by taking classes focusing on water law and ocean and coastal laws. She also served as an Executive Editor of UC Davis' environmental journal, *Environs*, and was selected for a Michael H. Remy Scholarship to attend the 2012 Environmental Law Conference at Yosemite.

Significant Projects and Representations:

- Assisting public clients with Sustainable Groundwater Management Act compliance
- Representing a municipal client in a quiet title action regarding groundwater rights
- Drafting a number of alerts regarding developments in the water arena

Churchwell White LLP



Vincent M. Vu
Attorney

D 916.468.4578
vincent@churchwellwhite.com

EDUCATION

J.D., University of California,
Hastings College of Law

B.A., University of California,
Irvine

CA Bar Admission Date:
12/2015

Bar No. 306219

Prior to joining Churchwell White LLP, Vincent Vu was a Criminal Prosecutor with the Los Angeles City Attorney's Office, Central Trials Unit, where he worked on hundreds of criminal misdemeanor prosecutions—handling jury trials, motions, and other proceedings. During this time, he gained extensive courtroom and jury trial experience. Vincent's criminal-litigation perspective transitions well into municipal code enforcement and other litigation matters.

Vincent attended the University of California, Hastings College of the Law, where he served as the Editor-in-Chief of the Hastings West-Northwest Journal of Environmental Law and Policy. He served as Co-Chair for the 2014 California Water Law Symposium.

During law school, Vincent complemented his academic studies by working with various organizations, including: the Honorable Yvonne Gonzalez Rogers, United States District Court for the Northern District of California; Shute, Mihaly & Weinberger LLP; the Natural Resources Defense Council; the California Attorney General's Office Natural Resources Section; and the California Coastal Commission. He received his B.A. from the University of California, Irvine.

Significant Projects and Representations:

- Defended municipal and public entity clients in complex litigation matters from inception, to trial, and on appeal

Professional Honors and Activities:

- Executive Committee, Environmental Law Section, Los Angeles County Bar Association (2016)

Articles

- Student case summary for the ABA Water Resources Committee: *Habitat and Watershed Caretakers v. City of Santa Cruz et al.*, 213 Cal. App. 4th 1277 (2013), discussing CEQA EIR requirements
- *Is the Bay Delta Conservation Plan Adequately Funded?*, 21 Hastings W.-N.W. J. Env'tl. L. & Pol'y 163 (2015)

ATTACHMENT 5

(Professional Services Agreement: Falen Law Offices, LLC)

**PROFESSIONAL SERVICES AGREEMENT (C00516)
FOR LEGAL COUNSEL SERVICES FOR THE TRANSFER OF
THE SAN GORGONIO FLUME PROJECT**

By and Between

THE CITY OF BANNING

and

FALEN LAW OFFICES, LLC

AGREEMENT FOR PROFESSIONAL SERVICES (C00516) FOR LEGAL COUNSEL SERVICES FOR THE FLUME PROJECT BY AND BETWEEN CITY OF BANNING AND FALEN LAW OFFICES, LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **FALEN LAW OFFICES, LLC, a Wyoming Limited Liability 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 the performance of the services for Legal Counsel Services for The Flume Project prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate to Legal Counsel Services for The Flume Project. 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 Services shall include the Consultant’s scope of work or in Consultant’s accepted bid proposal (“Accepted Bid”). The Accepted Bid is 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 all 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 Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against all 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 to perform the services 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 to 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 (as defined in Section 4.3, *infra*) to the Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1, *infra*), and/or (ii) the Schedule of Performance, (as defined in Section 3.2, *infra*), and which written order is approved in writing by 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 Schedule of Performance 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 1.8 shall not apply to services which are specifically set forth in the Scope of Services or which are 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 City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein

by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Thousand Dollars **(\$100,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of Exhibit "C" to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. 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. 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. 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. 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, as set forth in Section 1.8, above.

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, subject to the provisions of Section 1.8, above. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding **two (2) year from the date hereof**, except as otherwise provided in the Schedule of Performance

(Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Principals of Consultant.

The following representatives and personnel of Consultant (Principals) are hereby designated as being the Principals of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Franklin J. Falen, Owner

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, desires to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon receipt of a written reassign notice from City which requests such a reassignment, 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:

\$1,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$2,000,000 aggregate for products and completed operations

\$2,000,000 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 \$1,000,000 per claim/occurrence and \$1,000,000 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 Schedule of Performance for 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 non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any

nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or

relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees

that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (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, and (iii) all payments due or that become due to Consultant during the period that Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, 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, as provided in Section 5.2, above. 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 7.9 for termination for default of Consultant. 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 provided in Section 7.3.

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

Douglas Schulze, _____ Date
City Manager

NAME: _____ DATE _____

TITLE: _____

NAME: _____ DATE _____

TITLE: _____

ATTEST:

Daryl Betancur, Date
Deputy City Clerk

Tax ID No.

Address:

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq.,
City Attorney

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES)) _____		DATE OF DOCUMENT _____

_____		SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services in connection with providing Legal Counsel Services for The Flume Project:

1. Provide legal services related to the transfer of the San Geronio Flume Conveyance System (See Attachment B) provide consultation in dealing with the National Forest Service (e.g. land use, FLPMA, etc.) provide consultation in dealing with the Federal Energy Regulatory Commission. Legal services shall include, but are not limited to, the following:
 - a. Assisting in the transition or preservation of water rights, interest and responsibilities to the City.
 - b. Assisting in securing long-term special use, right-of-way or other applicable permits, approvals or authorizations from the US Forest Service and/or other regulatory agencies and stakeholders.
 - c. Assisting in preparation and handling of the applicable California Environmental Quality Act and National Environmental Policy Act processes.
 - d. Assisting in compliance with State and Federal regulations applicable to these flume services.
 - e. Securing ownership interest, easements, an/or right-of-ways for the location, replacement, construction operation and maintenance of the flume
 - f. Other advisory, settlement and transactional services directly related to the flume, but not including any services related to litigation or the Sustainable Groundwater Management Act.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- a. As provided in Section 6.2, Consultant shall prepare reports, memorandums, or other written work production as reasonably requested and obligated bto by customs and practices in the legal industry and as governed by the Rules of Professional Conduct. City shall maintain such work product as confidential and privileged items to the full extent of the law.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement as set forth below and in Section 6.2, by the following means:

- a. In-person meetings.

- b. Email updates/questions to applicant team and City while reviews are underway.
 - c. Conference calls.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the services:**
 - a. Franklin J. Falen, Attorney
 - b. Brandon L. Jensen, Attorney
 - c. Conner G. Nicklas, Attorney

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the Legal Flume Services as set forth above in Exhibit A subject to the not to exceed amount of \$100,000 per Section 2.1 of the Agreement.**

<u>Employee</u>	<u>Job Title</u>	<u>Billing Rates</u>
Franklin J. Falen & Brandon L. Jensen	Senior Level Attorneys	\$280.00
Conner G. Nicklas	Second Level Attorney	\$250.00
TBD	Legal Secretaries	\$75.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- III. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.
- IV. The total compensation for services shall not exceed \$100,000.00 as provided in Section 2.1 of this Agreement.**
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATES

<u>Employee</u>	<u>Job Title</u>	<u>Billing Rates</u>
Franklin J. Falen & Brandon L. Jensen	Senior Level Attorneys	\$280.00
Conner G. Nicklas	Second Level Attorney	\$250.00
TBD	Legal Secretaries	\$75.00

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. The Contract Officer may approve extensions for performance of the services in accordance with Sections 1.8 and 3.2.**

ATTACHMENT 6

(Professional Services Agreement: Churchwell White, LLP)

**PROFESSIONAL SERVICES AGREEMENT (C00475)
FOR LEGAL COUNSEL SERVICES TO THE WATER AND
WASTEWATER DIVISIONS OF THE PUBLIC WORKS
DEPARTMENT**

By and Between

THE CITY OF BANNING

and

CHURCHWELL WHITE LLP

AGREEMENT FOR PROFESSIONAL SERVICES (C00475) FOR LEGAL COUNSEL SERVICES FOR WATER AND WASTEWATER PROJECTS BY AND BETWEEN CITY OF BANNING AND CHURCHWELL WHITE LLP

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **CHURCHWELL WHITE LLP, a California Limited liability Partnership** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals (RFP No. 19-011), the performance of the services for legal counsel for Water and Wastewater Projects prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate to legal counsel services for Water and Wastewater Projects. 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 Services shall include the Consultant’s scope of work or in Consultant’s accepted bid proposal (“Accepted Bid”). The Accepted Bid is 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 all 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 Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against all 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 to perform the services 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 to 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 (as defined in Section 4.3, *infra*) to the Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1, *infra*), and/or (ii) the Schedule of Performance, (as defined in Section 3.2, *infra*), and which written order is approved in writing by 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 Schedule of Performance 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 1.8 shall not apply to services which are specifically set forth in the Scope of Services or which are 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 City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Thousand Dollars **(\$100,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of Exhibit "C" to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. 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. 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. 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. 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, as set forth in Section 1.8, above.

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, subject to the provisions of Section 1.8, above. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding **two (2) years from the date hereof**, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Principals of Consultant.

The following representatives and personnel of Consultant (Principals) are hereby designated as being the Principals of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Barbara A. Brenner, Partner

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, desires to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon receipt of a written reassign notice from City which requests such a reassignment, 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:

\$1,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$2,000,000 aggregate for products and completed operations

\$2,000,000 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 \$1,000,000 per claim/occurrence and \$1,000,000 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 Schedule of Performance for 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 non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this

Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in

the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at

depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (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, and (iii) all payments due or that become due to Consultant during the period that Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, 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, as provided in Section 5.2, above. 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 7.9 for termination for default of Consultant. 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 provided in Section 7.3.

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

Douglas Schulze, _____ Date _____
City Manager

NAME: _____ DATE _____

TITLE: _____

NAME: _____ DATE _____

TITLE: _____

ATTEST:

Daryl Betancur, _____ Date
Deputy City Clerk

Tax ID No.

Address:

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., _____ Date
 City Attorney

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT _____
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

- I. Consultant will perform the following services in connection with providing legal counsel services to the Water and Wastewater Divisions of the Public Works Department:**
- A. Provide services related to, but not limited to Water Law, Federal/State policies (NEPA, CEQA, EPA) and Land Rights and work with the City on the following items:**
- 1. Provide advice to City staff of matters of law, including but not limited to the water rights.**
 - 2. Attend City Council meetings on an as needed basis. Regular meetings are held on the 2nd and 4th Tuesday of each month beginning at 5:00 pm.**
 - 3. Attend other meetings such as Committee meetings requested by the Public Works Director.**
 - 4. Research and interpret laws, court decisions and other authorities in order to prepare legal opinions to advise the Public Works Director and City staff on legal matters pertaining to City interests.**
 - 5. Provide legal assistance and consultation to the Public Work Director or designee as requested on matters of property acquisitions, eminent domain, property rights and property management, encroachment, lease agreements and easements.**
 - 6. Legal services and specialties shall be required that address California Department of Fish and Wildlife (lake and streambed alterations), US Army Corps of Engineers (Clean Water Act Section 404), and Regional Water Quality Control Board (Clean water Act Section 401).**
 - 7. Provide Water Law legal services that addresses future legal agreement needs between the City and Banning Heights Mutual Water Company regarding surface and ground water allocations.**
 - 8. Provide legal services pertaining to land use issues including but not limited to property acquisitions, easements, public improvements, dedications and rights of way.**
 - 9. Legal services related to Sustainable Groundwater Management Act (See Attachment A).**
 - 10. Provide legal services pertaining to the Beaumont Basis Watermaster.**
 - 11. Provide legal services for regulatory permitting.**
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

- a. As provided in Section 6.2, Consultant shall prepare reports, memorandums, or other written work production as reasonably requested and obligated to by customs and practices in the legal industry and as governed by the Rules of Professional Conduct. City shall maintain such work product as confidential and privileged items to the full extent of the law.

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 as set forth below and in Section 6.2, by the following means:

- a. In-person meetings.
- b. Email updates/questions to applicant team and City while reviews are underway.
- c. Conference calls.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

- a. Barbara A. Brenner, Partner & Primary Legal Counsel
- b. Kerry Fuller, Assistant Legal Counsel
- c. Vincent Vu, Assistant Legal Counsel

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform Legal Groundwater Services as set forth above in Exhibit A subject to the not to exceed amount of \$100,000 per Section 2.1 of the Agreement.**

Employee	Job Title	Hourly Rate
Barbara A. Brenner	Partner	\$325
Kerry Fuller	Attorney	\$300
Vincent Vu	Attorney	\$280
Hannah Burcaw	Senior Paralegal (Transactional)	\$125
Alicea Norsby	Paralegal (Litigation)	\$125

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- III. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.
- IV. The total compensation for services shall not exceed \$100,000.00 as provided in Section 2.1 of this Agreement.**

- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT “C-1”
CONSULTANT’S BILLING RATES

Employee	Job Title	Hourly Rate
Barbara A. Brenner	Partner	\$ 325.00
Kerry Fuller	Attorney	\$ 300.00
Vincent Vu	Attorney	\$ 280.00
Hannah Burcaw	Senior Paralegal (Transactional)	\$ 125.00
Alicea Norsby	Paralegal (Litigation)	\$ 125.00
		\$
		\$
		\$
		\$
		\$

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 City. 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. The Contract Officer may approve extensions for performance of the services in accordance with Sections 1.8 and 3.2.**